

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF NEW YORK

If you purchased a HALO BassiNest Flex Morning Mist or HALO BassiNest Flex Heather Weave on or before February 10, 2025, you may be entitled to receive payment from a Class Action Settlement.

A federal court has authorized this notice. This is not a solicitation from a lawyer.

A Settlement has been reached with HALO Innovations, Inc. (n/k/a HALO Dream, Inc.) (“HALO” or “Defendant”) in a class action lawsuit involving HALO BassiNest Flex Morning Mist and HALO BassiNest Flex Heather Weave (“Class Products”). The lawsuit claims that the Class Products have a design defect that allegedly causes the sleep surface to tilt. HALO denies these allegations. The lead Action is called *Marble et al v. HALO Innovations, Inc.*, Case No. 1:23-cv-11048-JLGC with related case: *Bender v. Halo Innovations, Inc.*, Case No. 1:24-cv-04371-JLGC.

The Settlement provides for the creation of a \$1.5 million Settlement Fund to pay Notice and Administrative Costs, cash claims of Settlement Class Members, and any Fee Award and Service Awards approved by the Court.

Your legal rights are affected whether you act or don’t act, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM DEADLINE: JUNE 10, 2025	Submit a Claim Form to receive the benefits provided under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT DEADLINE: JUNE 10, 2025	Write to the Settlement Administrator to opt out of the Settlement. This is the only option that allows you to be part of any other lawsuit, or your own lawsuit, against the Defendant about the legal claims released in this Settlement.
OBJECT TO THE SETTLEMENT DEADLINE: JUNE 10, 2025	Write to the judge about why you do not like the Settlement.
GO TO A HEARING: OCTOBER 9, 2025 at 11:00AM	Ask to speak in court to the judge about the Settlement.
DO NOTHING	Give up the benefits you may be entitled to under the Settlement and your right to be part of any other lawsuit against the Defendant about the legal claims released by the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still must decide whether to approve the Settlement before any benefits can be distributed. Please be patient.

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BASIC INFORMATION

1. Why is there a notice?

A Court has authorized this notice because you have a right to know about the proposed settlement of this class-action lawsuit, and your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the lawsuit, the proposed Settlement, and your legal rights.

The Honorable Jessica G.L. Clarke of the United States District Court, Southern District of New York, is overseeing this class-action lawsuit, known as *Marble et al v. HALO Innovations, Inc.*, Case No. 1:23-cv-11048-JLGC with related case: *Bender v. Halo Innovations, Inc.*, Case No. 1:24-cv-04371-JLGC (the “Action” or “Actions”). Amanda Marble, Kelsey Reimer, and Cassidy Bender, the individuals who brought this litigation, are called the “Plaintiffs” or “Class Representatives,” and the company they sued, HALO Innovations, Inc. (n/k/a HALO Dream, Inc.) (or “HALO”), is called the “Defendant.”

2. What is the lawsuit about?

The lawsuit claims that the HALO BassiNest Flex Morning Mist and HALO BassiNest Flex Heather Weave (“Class Products”) have a design defect that allegedly causes the sleep surface to tilt. HALO denies these allegations.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” assert claims on behalf of people who have similar claims. All of these people are the “Settlement Class” or “Settlement Class Members.” One court resolves the issues for all Settlement Class Members, except for those who timely exclude themselves from (or “opt out” of) the Class. The Class Representatives in the Action are the Plaintiffs identified above.

4. Why is there a Settlement?

All parties have agreed to a Settlement to avoid further cost and risk of a trial, and so that the people affected can begin getting benefits in exchange for releasing the Defendant from liability for the claims that were raised or could have been raised in the Action involving the Class Products. The Court did not decide which side was right. The Class Representatives and the lawyers representing them think the Settlement is fair and reasonable for the Settlement Class. The Court in charge of this case still must decide whether to approve the Settlement before any benefits can be distributed.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The Settlement Class includes all persons in the United States (including in its states, districts, territories, or tribal reservations) who purchased one or more of the Class Products on or before February 10, 2025.

Excluded from the Settlement Class are (1) any Judge or Magistrate Judge presiding over this Action and members of their families; (2) Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, members, directors, agents, attorneys, and employees; (3) Persons who properly execute and file a timely request for exclusion from the class; (4) the legal representatives, successors, or assigns of any such excluded Persons; (5) wholesalers, distributors, or retailers of the Class Products; and (6) all second-hand purchasers of the Class Products.

QUESTIONS? VISIT WWW.BASSINETFLEXSETTLEMENT.COM OR CALL TOLL-FREE 1-855-705-4087

THE SETTLEMENT BENEFITS

6. What are the benefits of the Settlement?

Each Settlement Class Member will be entitled to submit a claim for Cash Payment based on the Class Products purchased during the Settlement Class Period.

Claims with Valid Proof of Purchase: Settlement Class Members with Valid Proof of Purchase will be entitled to submit a claim for up to \$30 per Class Product purchased, per Settlement Class Household, and subject to *pro rata* adjustment.

Valid Proof of Purchase means verifiable documentation of a transaction that reflects the purchase of one or more Class Products, subject to verification by the Settlement Administrator, on or before February 10, 2025. Examples may include but are not limited to store receipts; online purchase receipts; or any other contemporaneous record of purchase that is objectively verifiable.

Claims without Valid Proof of Purchase: Settlement Class Members without Valid Proof of Purchase will be entitled to submit one claim for up to \$10 per purchased Class Product, per Settlement Class Household, and subject to *pro rata* adjustment.

7. What am I giving up in exchange for the Settlement benefits?

If the Settlement becomes final, Settlement Class Members will be releasing the Defendant and the Released Parties from all of the claims described and identified Settlement Agreement. Please visit www.bassinetflexsettlement.com to view the Settlement Agreement and read more about the Released Claims.

HOW TO GET BENEFITS

8. How do I get the benefits of the Settlement?

If you are a Settlement Class Member and would like to receive a cash benefit you need to complete a Claim Form. Claimants with Valid Proof of Purchase are required to submit copies of their Valid Proof of Purchase along with their signed Claim Form. You may submit a Claim Form online via the Settlement Website at www.bassinetflexsettlement.com You may also download a Claim Form from the Settlement Website and mail your completed Claim Form to the Settlement Administrator.

Claim Forms must be postmarked or submitted online no later than **June 10, 2025**.

The Claim Form and any Valid Proof of Purchase submitted are subject to verification by the Settlement Administrator.

9. When will I get the Settlement benefits?

The Court will hold a hearing on **October 9, 2025, at 11:00am**, to decide whether to grant final approval of the settlement. If the Court approves the settlement, there may be objections. It is always uncertain whether objections will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed to Settlement Class Members who have submitted timely and valid claim forms, if and when the Court grants final approval to the settlement and all objections (if any) have been resolved.

QUESTIONS? VISIT WWW.BASSINETFLEXSETTLEMENT.COM OR CALL TOLL-FREE 1-855-705-4087

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. Can I exclude myself from this Settlement?

Yes. If you want to keep the right to sue or if you are already suing the Defendant in another action over the legal issues in this case, then you must take steps to opt out of this Settlement. This is called asking to be excluded from—sometimes called “opting out” of—the Settlement.

11. If I exclude myself, can I get anything from this Settlement?

No. If you ask to be excluded, you cannot object to the Settlement, and you will not receive any of the benefits of the Settlement. However, you may sue, continue to sue, or be part of a different lawsuit against the Defendant in the future, including for claims that this Settlement resolves. You will not be bound by anything that happens in this lawsuit.

12. If I don’t exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue the Defendant for the claims that this Settlement resolves.

13. How do I exclude myself from the Settlement?

Settlement Class Members wishing to opt out of the Settlement must submit a timely and complete request for exclusion. The request for exclusion must: (i) identify the case name, (ii) be personally signed by the Settlement Class Member requesting exclusion, (iii) contain the Settlement Class Member’s name, address, email address, and telephone number, (iv) contain a brief statement explaining the Class Products purchased by the Settlement Class Member requesting exclusion, (v) contain a statement that indicates a desire to be excluded from the Settlement Class, such as “I hereby request that I be excluded from the proposed Settlement Class in Marble et al v. HALO Innovations, Inc”.

Requests for exclusion must be submitted online at www.bassinetsettlement.com no later than **June 10, 2025**, or submitted by mail to the Settlement Administrator, postmarked on or before **June 10, 2025**.

HALO BassiNest Settlement Administrator
Attn: Exclusions
P.O. Box 58220
Philadelphia, PA 19102

A request to be excluded that does not include all of the required information, or that is sent to an address other than that designated above, or that is not postmarked or submitted online through the claims portal and verified no later than the **June 10, 2025**, shall be invalid, and the Person(s) shall be bound as a Settlement Class Member by this Agreement, if approved.

A Settlement Class Member may opt out on an individual and personal basis only; so-called “mass” or “class” opt-outs, shall not be allowed and shall be deemed ineffective.

Any member of the Settlement Class who validly and timely elects to be excluded from this Settlement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement, (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement.

QUESTIONS? VISIT WWW.BASSINETFLEXSETTLEMENT.COM OR CALL TOLL-FREE 1-855-705-4087

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

Yes, the Court has appointed Rachel Soffin, Harper T. Segui, Erin J. Ruben, Kelsey G. Davies, and Thomas Pacheco of Milberg Coleman Bryson Phillips Grossman, PLLC to represent the Settlement Class. These attorneys are called Class Counsel.

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

Milberg
800 S. Gay Street, Suite 1100
Knoxville, Tennessee 37929
866-252-0878

15. How will the lawyers be paid?

Class Counsel may apply for attorneys' fees not to exceed thirty-three percent (33%) of the \$1.5 million Settlement Amount. In addition to these fees, Class Counsel may also seek reimbursement of verifiable litigation costs, plus reasonable costs incurred.

Class Counsel may also ask the Court for a Service Award payable to each of the Plaintiffs in the amount of \$2,500.

The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court if I don't like the Settlement?

Any Person who is a Settlement Class Member and who wishes to object to the agreement must timely serve a written objection to the Settlement Administrator by **June 10, 2025**.

HALO BassiNest Settlement Administrator
Attn: Objections
P.O. Box 58220
Philadelphia, PA 19102

The objection must:

1. Clearly state that it is an objection to the Class Settlement in *Marble et al v. HALO Innovations, Inc.*, Case No. 1:23-cv-11048-JLGC or *Bender v. Halo Innovations, Inc.*, Case No. 1:24-cv-04371-JLGC;
2. Include the name, email address, address and telephone number for the objecting Settlement Class Member;
3. Include Valid Proof of Purchase for the Class Products purchased;

QUESTIONS? VISIT WWW.BASSINETFLEXSETTLEMENT.COM OR CALL TOLL-FREE 1-855-705-4087

4. State whether the objection applies to that Settlement Class Member or to a specific subset of the Settlement Class, or to the entire Settlement Class, and state with specificity the grounds for the objection, including all citations to legal authority and evidence supporting the objection, if any;
5. Provide the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the “Objecting Attorneys”);
6. Identify the number of times in which the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling on the objector’s prior such objections;
7. Identify the number of times in which the Objecting Attorneys or their law firms have objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the Objecting Attorneys or their law firms have made such an objection, and a copy of any orders related to or ruling on the Objecting Attorney or their law firm’s prior such objections;
8. If the objector or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection or any related appeal—without any modification to the settlement—then the objection must include a statement identifying each such case by full case caption and amount of payment received;
9. Disclose any and all agreements, whether written or oral-between objector or objector's counsel and any other person or entity, that relate to the objection or the process of objecting;
10. A statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); and
11. Include the actual written or electronic signature of the Settlement Class Member making the objection.

Any Settlement Class Member who fails to object to the settlement in the manner described above shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the settlement or the terms of this Agreement by appeal or other means.

If an objecting Person chooses to appear at the Final Approval Hearing, a notice of intention to appear must be filed with the Court no later than **June 10, 2025**.

17. What’s the difference between objecting and excluding?

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement. Excluding yourself is telling the Court that you don’t want to be part of the Settlement, and thus do not want to receive any benefits from the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE COURT’S FINAL APPROVAL HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing to decide whether to approve the Settlement on **October 9, 2025, at 11:00am** in
QUESTIONS? VISIT WWW.BASSINETFLEXSETTLEMENT.COM OR CALL TOLL-FREE 1-855-705-4087

Courtroom 11B located at Daniel Patrick Moynihan United States Courthouse, 500 Pearl St., New York, NY 10007-1312. At this hearing, Judge Clarke will determine whether the Settlement is fair, adequate, and reasonable and whether the objections by Settlement Class Members, if any, have merit. You may appear at the Final Approval Hearing, but you don't need to. The Court will review any objections to the Settlement at the hearing. The date of the hearing may change without further notice so please visit www.bassinetflexsettlement.com for updated information.

We do not know how long the Court's decision will take, and the hearing date may change. Please visit www.bassinetflexsettlement.com for updates.

19. Do I need to go to the hearing?

No. Class Counsel will answer any questions Judge Clarke may have, but you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mail your valid written objection on time, Judge Clarke will consider it. You may also pay another lawyer to attend, but it is not required.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file a "Notice of Intent to Appear" in *Marble et al v. HALO Innovations, Inc.*, Case No. 1:23-cv-11048-JLGC or *Bender v. Halo Innovations, Inc.*, Case No. 1:24-cv-04371-JLGC. Be sure to include your name, and other requirements outlined in Question 16. Your Notice of Intent to Appear must be postmarked no later than **June 10, 2025**, and mailed to the address listed in Question 16. You cannot speak at the hearing if you have excluded yourself from the Settlement.

WHAT IF I DO NOTHING?

21. What happens if I do nothing?

If you do nothing, you will give up the right to be part of any other lawsuit against the Defendant about the legal claims released by the Settlement. **You will not receive a Settlement payment unless you timely submit a Claim Form.**

GETTING MORE INFORMATION

22. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may also contact the Settlement Administrator by mail, email or phone:

Mail: HALO BassiNest Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: info@bassinetflexsettlement.com

Phone: 1-855-705-4087

QUESTIONS? VISIT WWW.BASSINETFLEXSETTLEMENT.COM OR CALL TOLL-FREE 1-855-705-4087