SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SAN DIEGO

Webb v. Puffy LLC, Case No. 26CU036340N

TO ALL PERSONS WHO PURCHASED ONE OR MORE MATTRESSES ADVERTISED AT A DISCOUNT FROM PUFFY.COM WHILE IN THE STATE OF CALIFORNIA FROM JULY 29, 2021 TO AUGUST 28, 2026.

A court authorized this Notice. This is not a solicitation from a lawyer.

- The Settlement resolves a lawsuit alleging that Defendant deceptively advertised various discounts on its mattress products on its website, Puffy.com.

- The two sides disagree on whether Plaintiff and the Settlement Class could have prevailed at trial. By entering into the Settlement, Defendant has not conceded the truth or validity of any of the claims against it and denies any liability or wrongdoing.

- Defendant has agreed to pay Settlement Awards, and other expenses, as described below, to fully resolve and release certain claims of all consumers who purchased one or more mattresses advertised at a discount from Defendant's website, Puffy.com, while in the State of California, from July 29, 2021 to August 28, 2026.

- Under the terms of the Settlement, Settlement Class Members will each receive a $110 Settlement Award for each mattress they purchased on Puffy.com during the Class Period that was purchased at an advertised discounted price. Class Members will receive their Settlement Awards in either (a) cash, paid by check or electronic payment ("Cash Benefit(s)"); or (b) store credit that can be applied towards any purchase made on Puffy.com ("Credit Benefit(s)"). Class Members can decide whether to receive a Cash Benefit or Credit Benefit. The Parties estimate that there were approximately 21,500 qualifying mattress orders placed during the Class Period, so the Parties estimate that the total value of the Cash and Credit Benefits to Settlement Class Members will be approximately $2,365,000. In addition to these benefits, Defendant has also agreed to pay an incentive award of up to $5,000 to the Class Representative to compensate her for her service to the Class, and reasonable attorneys' fees and expenses of up to $535,000, as approved by the Court (these numbers may change if, on final review, there were materially more than 21,500 qualifying mattress orders placed during the Class Period). Payment of these costs and fees will not reduce the value of the Cash and Credit Benefits that Settlement Class Members will receive.

- To receive a Cash Benefit, Settlement Class Members must submit a valid Claim Form, as instructed below. Settlement Class Members who placed more than one qualifying mattress order during the Class Period only need to submit one Claim Form to receive a Cash Benefit for each order. Settlement Class Members who do not choose to receive the Cash Benefit by submitting a valid Claim Form shall instead automatically receive a Credit Benefit for each qualifying mattress order they placed.

- Your legal rights may be affected whether you act, or don't act. Read this Notice carefully.

Your Legal Rights and Options in this Settlement:	
DO NOTHING	If you do nothing, you will receive a $110 Credit Benefit for each qualifying mattress order you placed during the Class Period. The credit can be applied towards any purchase made on Puffy.com. More information about the credits is provided below. By doing nothing, you will give up certain rights to sue Defendant.
SUBMIT A CLAIM FORM DEADLINE: JANUARY 5, 2027	If you submit a valid Claim Form by **January 5, 2027**, and elect to receive the Cash Benefit, you will receive a cash payment of $110 per qualifying mattress order in the form of a check or electronic payment. If you placed more than one order during the Class Period, you need only submit one Claim Form to receive a Cash Benefit for each order. By submitting a Claim Form, you will give up certain rights to sue Defendant.
EXCLUDE YOURSELF FROM THE CASE DEADLINE: DECEMBER 6, 2026	This is the only option that allows you to sue Defendant on your own regarding the legal claims in this case, but you will not receive compensation under the Settlement. The deadline for excluding yourself is **December 6, 2026**.
OBJECT TO THE SETTLEMENT DEADLINE: DECEMBER 6, 2026	Write to the Court about why you do not like the Settlement. A Settlement Class Member who objects remains in the Settlement Class and will receive a Settlement Award. The deadline for objecting is **December 6, 2026**.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement. Settlement Awards will be issued if the Court approves the Settlement and after appeals are resolved, if any.

BASIC INFORMATION

1. Why was this notice issued?

This notice was issued because a court has conditionally "certified" this case as a class action lawsuit for settlement purposes only, and your rights may be affected. If you purchased mattresses advertised at a discount on Puffy.com, and your purchases were made while in the state of California, from July 29, 2021 to August 28, 2026, you have legal rights and options in this case. This Notice explains all these issues. The Superior Court of the State of California for the County of San Diego is overseeing this class action. The case is known as *Webb v. Puffy LLC*, Case No. 26CU036340N (the "Action"). The person who sued is called the Plaintiff. The company she sued is called the Defendant.

2. Why is this a class action?

In a class action, one or more people, called "Class Representatives" (in this case Cassandra Webb, the named "Plaintiff"), sue on behalf of all people who have similar claims. Together, these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Here, the Court has certified a class action for settlement purposes only (the "Settlement Class"). More information about why this is a class action can be found in the Court's Preliminary Approval Order, which is available at **CaliforniaMattressPricingSettlement.com**.

3. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff thinks she would have prevailed at trial. Defendant thinks the Plaintiff would not have won anything from a trial. But there was no trial. Instead, both sides agreed to this Settlement. That way, both sides avoid the risk and cost of a trial, and the Settlement Class Members will receive compensation. The Class Representative and her attorneys think the Settlement is best for all Class Members.

THE CLAIMS IN THE LAWSUIT

4. What is the lawsuit about?

The lawsuit claims that Defendant deceptively advertised various discounts on its mattress products on its website, Puffy.com. The lawsuit claims that Defendant violated California consumer protection law and also asserts claims for quasi-contract/unjust enrichment, breach of contract, breach of express warranty, intentional misrepresentation, and negligent misrepresentation. Defendant denied these claims and denies any liability or wrongdoing. More information can be found in the Class Action Complaint, available at **CaliforniaMattressPricingSettlement.com**.

MEMBERS OF THE SETTLEMENT CLASS

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

The Court has certified this case for settlement purposes only as a class action. The Settlement Class consists of all people who, while in the state of California, purchased one or more mattresses advertised at a discount from Defendant's website, July 29, 2021 to August 28, 2026.

Membership in the Settlement Class will be determined from Defendant's records. Excluded from the Settlement Class are all persons who made their purchase(s) at the full (i.e., non-discounted) prices advertised on Defendant's website; those who otherwise fit into the Settlement Class definition but who canceled or received a full refund for each of their orders placed on Defendant's website; all persons who validly opt out of the Settlement in a timely manner; counsel of record for the Parties; experts retained by the Parties or their counsel of record in connection with the Action or Court Action, if any; Defendant and any of its parents, affiliates, subsidiaries, independent service providers and all of their respective officers, directors, and employees; the presiding judges in the Action and Court Action or any judicial officer presiding over the matter; and any natural person or entity that entered into a release of the Released Claims with Defendant prior to the Effective Date.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Under the terms of the Settlement, Settlement Class Members will each receive a **$110** Settlement Award for each mattress they purchased on Puffy.com during the Class Period that was purchased at an advertised discounted price. Class Members will receive their Settlement Awards in either (a) cash, paid by check or electronic payment ("Cash Benefit(s)"); or (b) store credit that can be applied towards any purchase made on Puffy.com ("Credit Benefit(s)").

Class Members can decide whether to receive Cash or Credit Benefits—in either case, the Settlement Awards will be worth $110.00 each. Class Members will receive one Settlement Award for each qualifying mattress order they placed during the Class Period. Credit Benefits can be used at any time, towards any purchase on Puffy.com, with no blackout dates or restrictions, and they never expire. The Credit Benefits are stackable with each other and with other sales or discounts, and are fully transferable between consumers.

The Parties estimate that there were approximately 21,500 qualifying mattress orders placed by Settlement Class Members during the Class Period, so the Parties estimate that the total value of the Cash and Credit Benefits to Class Members will be approximately $2,365,000.

In addition to the Settlement Awards, Defendant has also agreed to pay an incentive award of up to $5,000 to the Class Representative for her work in this case, and reasonable attorneys' fees and expenses to Class Counsel of up to $535,000, as approved by the Court (these numbers may change if, on final review, there were materially more than 21,500 qualifying mattress orders placed during the Class Period). Payment of these costs and fees will not reduce the value of the Cash and Credit Benefits that Settlement Class Members will receive.

7. How much will my payment be?

Each Cash and Credit Benefit will be worth $110.00. Settlement Class Members will receive a Cash or Credit Benefit (depending on whether they submit a valid Claim Form for cash relief, as explained in this notice) for each qualifying mattress order placed on Defendant's website during the Class Period.

8. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you will be part of the Settlement Class, and you will be bound by the release of claims in the Settlement. This means that, if the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant asserting a released claim. It also means that all the Court's orders will apply to you and legally bind you. If you sign the Claim Form or do nothing, you will agree to release Defendant from any and all claims under federal and state law that were asserted in the Action, or which arise from the same facts alleged in the Action.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes. The Court has appointed Simon Franzini and Grace Bennett of Dovel & Luner, LLP as Class Counsel to represent you and the Settlement Class in this case. The lawyers at Dovel & Luner, LLP have experience handling similar cases. More information about the lawyers and their law firm is available at **www.dovel.com**.

10. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is representing you and all the other members of the Settlement Class. If you want someone other than Class Counsel to speak for you, you may hire your own lawyer at your own expense.

11. How will the lawyers be paid?

Class Counsel may file a request for attorneys' fees and reimbursement of the costs they sustained in litigating this case. Assuming, as is expected, there were approximately 21,500 qualifying mattress orders placed on Puffy.com during the Class Period, Class Counsel will request no more than $535,000 in costs and fees. If, on final review by Defendant, there were materially more than 21,500 orders placed during the Class Period, Class Counsel's fee request may increase proportionally. Class Counsel may also ask the Court to approve an incentive award of up to $5,000 to the Class Representative for her service as Class Representative. Any request for attorneys' fees or incentive awards will not reduce the amount of money available to pay the Cash and Credit Benefits to Class Members. The Court may award less than the amounts requested.

HOW TO CHOOSE YOUR SETTLEMENT BENEFIT

12. How can I get compensation under the Settlement?

Settlement Class Members who do not opt out of the Settlement by **December 6, 2026** will receive compensation in the form of either (a) cash, paid by check or electronic payment ("Cash Benefit"); or (b) credit that can be applied towards any purchase made on Puffy.com ("Credit Benefit"), at each Settlement Class Member's election.

To receive a Cash Benefit, you must submit a valid Claim Form. Settlement Class Members who placed more than one qualifying mattress order during the Class Period only need to submit one Claim Form to receive a Cash Benefit for each order. A Claim Form is available on the internet at **CaliforniaMattressPricingSettlement.com**. Read the instructions carefully, fill out the form, sign it, and submit it online no later than **January 5, 2027**. You may also submit a Claim Form by mail if postmarked by no later than **January 5, 2027**.

To receive a Cash Benefit, each Settlement Class Member must attest under penalty of perjury that they are a Settlement Class Member, and the information supplied in the Claim Form is true and correct to the best of the Settlement Class Member's knowledge. Failure to timely submit a valid Claim Form with all requested information will result in such Settlement Class Member receiving a Credit Benefit for each qualifying mattress order by default.

If you do not submit a valid and timely Claim Form, you will automatically receive a Credit Benefit for each qualifying mattress order you placed during the Class Period, so long as the Settlement Administrator has a valid email address for you. If you received notice of this Settlement by mail, rather than email, please provide the Settlement Administrator with an updated email address at **Info@CaliforniaMattressPricingSettlement.com** by **January 5, 2027** to ensure that they are able to provide you with a Credit Benefit.

13. When would I receive compensation?

The Court will hold a hearing on **February 19, 2027**, to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Settlement Awards will be distributed after the Settlement is finally approved and all appeals (if any) have been resolved in favor of

the Settlement. The progress of the Settlement will be updated through information posted at **CaliforniaMattressPricingSettlement.com**. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

If you do not want a Settlement Award under this Settlement, and you want to keep the right to sue or continue to sue Defendant regarding the alleged marketing practices that are the subject of the Action, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the Settlement Class.

To exclude yourself from the Settlement, you must send a letter by mail to the Class Action Settlement Administrator that (a) states your name, address, and phone number; (b) is personally signed by you, and not your attorney or anyone acting on your behalf; and (c) includes the statement "I/we request to be excluded from the class settlement in *Webb v. Puffy LLC,* Case No. 26CU036340N." No request for exclusion will be valid unless all of the information described above is included.

You must mail your exclusion request postmarked no later than **December 6, 2026**, to the Class Action Settlement Administrator at the following address:

Attn: Exclusions
Webb v. Puffy LLC Settlement Administrator
PO Box 58220, Philadelphia, PA 19102

15. If I do not exclude myself, can I sue Defendant for the same thing later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Defendant for the claims that this Settlement resolves.

16. If I exclude myself, can I get compensation under this Settlement?

No. If you ask to be excluded, you will not get any compensation under the Settlement, and you cannot object to the Settlement.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I do not agree with the Settlement?

You can ask the Court to deny approval of the Settlement by submitting an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Awards will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. A Settlement Class Member who objects remains in the Settlement Class and must timely submit a Claim Form in order to obtain a Cash Benefit.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) clearly identify the case name and number ("*Webb v. Puffy LLC*, Case No. 26CU036340N"), and (b) be mailed to the Settlement Administrator postmarked on or before **December 6, 2026**. You must mail your objection to the Class Action Settlement Administrator at the following address:

Attn: Objections
Webb v. Puffy LLC Settlement Administrator
PO Box 58220, Philadelphia, PA 19102

Written objections must also contain: (1) your full name, address, and telephone number; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (3) copies of any papers, briefs or other documents upon which the objection is based (if any); (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether you intend to appear at the Final Approval Hearing; (6) proof of membership in the Class or a signed statement attesting under penalty of perjury that you are a Settlement Class Member; (7) a list of all objections filed by you and your counsel to class action settlements in the last three years (if any); and (8) your signature and your attorney's signature (if any).

18. What is the difference between objecting and excluding myself from the Settlement?

Objecting means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement means that you do not want to be part of the Settlement Class. If you exclude yourself, then you have no basis to object to the Settlement.

A Settlement Class Member who objects remains in the Settlement Class and is eligible to receive a Settlement Award.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, and the Court finally approves the settlement, you will remain a member of the Settlement Class and you will give up your right to sue Defendant for the released claims. You will automatically receive a Settlement Award in the form of a $110 credit per each of your qualifying mattress orders that can be applied towards any purchase made on Puffy.com.

If you received notice of this Settlement by mail, rather than email, please provide the Settlement Administrator with an updated email address at **Info@CaliforniaMattressPricingSettlement.com** by **January 5, 2027** to ensure that they are able to provide you with a Credit Benefit.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **February 19, 2027** at **1:30pm**, at Superior Court North County Division, 325 S. Melrose, Vista, CA 92081. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements herein, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and the Class Representative.

The date of the Final Approval Hearing may change without further notice to the Settlement Class. Settlement Class Members should check the Settlement Website to confirm that the date has not been changed and whether the hearing may proceed virtually.

21. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

22. May I speak at the hearing?

You, or any lawyer you retain, may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your objection to the Settlement a statement saying that it is your intent to appear at the Final Approval Hearing. Your Objection and notice of intent to appear must be submitted to the Settlement Administrator and postmarked no later than **December 6, 2026**. You cannot speak at the hearing if you excluded yourself from the Settlement.

TAX CONSEQUENCES

23. Do I have to pay taxes on money received under this Settlement?

None of Defendant, Class Counsel, or the Class Action Settlement Administrator is able provide any advice or guidance regarding the tax consequences of the Settlement as to any Settlement Class Member. Settlement Class Members should consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

GETTING MORE INFORMATION

24. Is this the entire Settlement?

No. This notice is only a summary of the proposed Settlement. More information about the lawsuit and the precise terms and conditions of the Settlement is available at **CaliforniaMattressPricingSettlement.com**, or by calling toll-free (833) 386-4346, or by writing to the Class Action Settlement Administrator at 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. You may also contact Class Counsel using the information listed below:

DOVEL & LUNER, LLP
Simon Franzini
simon@dovel.com
Grace Bennett
grace@dovel.com
201 Santa Monica Blvd., Suite 600
Santa Monica, California 90401
(310) 656-7066

Please do not telephone the Court or the Court Clerk's Office to inquire about this Settlement or the Claims Process.