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CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement" or the "Agreement") is made and entered by and between Plaintiff Cassandra Webb ("Plaintiff" or "Class Representative"), individually and on behalf of the Settlement Class (as defined herein), and Defendant Puffy LLC ("Defendant"), and is subject to approval in the action *Webb v. Puffy LLC,* to be filed in the Superior Court of California for the County of San Diego (North County) (the "Court").

I. DEFINITIONS

As used in this Agreement and all related documents, the following terms have the following meanings:

A. "**Action**" means the action to be filed by Plaintiff in the Superior Court of California for the County of San Diego pursuant to this Agreement.

B. "**Administration Costs**" means the actual costs reasonably charged by the Settlement Administrator for its services as provided for in this Agreement, including, but not limited to, all costs of providing notice to persons in the Settlement Class, issuing Settlement Awards, processing Claim Forms, and the cost of maintaining a designated post office box for receiving Claim Forms.

C. "**Agreement**" means this Settlement Agreement, including the notices and other documents attached as exhibits to this Agreement, and any amendments thereto.

D. "**Cash Benefit(s)**" means the monetary payment, in the form of a check or electronic payment, to a Settlement Class Member who elects to receive a Cash Benefit through a valid Claim Form.

E. **"Cash Benefit Fund"** means a non-reversionary cash fund, the amount of which shall be established after the expiration of the Claim Period, which shall equal the total value of the Cash Benefits to be awarded to all Settlement Class Members who elected to receive a Cash Benefit through a valid Claim Form.

F. "**Claim(s)**" or "**Claim Form(s)**" means the claim form submitted by a Settlement Class Member, in substantially the same form as "**Exhibit D**," which shall offer each Settlement

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Class Member the opportunity to elect to receive a Cash Benefit. Each Settlement Class Member who elects to receive the Cash Benefit must follow all instructions on the Claim Form. Failure to submit a completed Claim Form with all requested information shall result in such Settlement Class Member receiving a Credit Benefit in lieu of a Cash Benefit.

G. "**Claim Deadline**" means the date **sixty (60) calendar days** after the Notice Date, or such other deadline to file a Claim as set by the Court.

H. "**Claim Period**" means the time period in which Settlement Class Members may submit a Claim Form. The Claim Period begins on the Notice Date and expires on the Claim Deadline.

I. "**Claim Process**" means the process for Settlement Class Members' submission of Claims, as described in this Agreement and ordered by the Court.

J. "**Class Notice**" means all types of notice that will be provided to the Settlement Class, as described in this Agreement and ordered by the Court.

K. "**Class Counsel**" means Simon Franzini and Grace Bennett of Dovel & Luner, LLP.

L. "**Class Period**" means July 29, 2021, through the date of Preliminary Approval.

M. **"Credit Benefit(s)"** means the credit issued to each Settlement Class Member who does not receive a Cash Benefit, which can be applied toward any purchase made on Defendant's website, Puffy.com. Credit Benefits are subject to additional terms and conditions, as set forth in Section III(C).

N. **"Effective Date"** means: if there are no objections, the date of Final Approval; if there are objections, the date upon which the last (in time) of the following events occurs: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order, (ii) the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of any appeal(s) of the Final Approval Order, (iii) the date of final dismissal of any appeal of, or the final dismissal or

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resolution of any proceeding on certiorari with respect to, the Final Approval Order, or (iv) the date upon which the objection(s) is withdrawn.

O. "**Email Notice**" means notice of the proposed Settlement to be provided to Settlement Class Members substantially in the same form attached hereto as "**Exhibit A**."

P. **"Fairness Hearing**" or "**Final Approval Hearing**" means the hearing at or after which the Court will make a final decision whether to approve this Agreement and the Settlement set forth herein as fair, reasonable and adequate and to enter the Final Approval Order.

Q. **"Fee Award"** means the amount of attorneys' fees, costs and reimbursement of expenses ultimately awarded by the Court to Class Counsel.

R. **"Federal Court Action"** means *Webb v. Puffy LLC*, Case No. 2:25-cv-06970 MWF (ASx) (C.D. Cal).

S. "**Final Approval**" means the date the Court finally approves the Settlement of this Action, including but not limited to, the terms and conditions of this Agreement.

T. "**Final Approval Order**" means both the order and judgment, whether entered separately or together, that the Court enters upon finally approving the Settlement in connection with the Fairness Hearing.

U. **"Incentive Award"** means a reasonable payment, subject to Court approval, made to the named Plaintiff as compensation for her efforts and diligence in pursuing this Action.

V. "**Long Form Notice**" means notice of the proposed Settlement to be provided to the Settlement Class in substantially the same form as "**Exhibit B**."

W. "**Mail Notice**" means notice of the proposed Settlement to be provided to Settlement Class Members by first class mail, if necessary, in substantially the same form as "**Exhibit C**."

X. "**Notice Deadline**" or "**Notice Date**" means the date no later than 45 calendar days after Preliminary Approval, or such other date set by the Court, on which the notice described in this Agreement is first issued.

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Y. "**Objection/Exclusion Deadline**" means the deadline to object or seek exclusion from the Settlement, which shall be the date that is **thirty (30) calendar days** after the Notice Date, or such other date set by the Court.

Z. "**Parties**" or "**Party**" means the Class Representative and Defendant.

AA. "**Preliminary Approval**" means the date the Court preliminarily approves the Settlement of the Action, including but not limited to, the Class Notice and the terms and conditions of this Agreement.

BB. "**Preliminary Approval Order**" means the proposed order to be submitted to the Court in connection with the preliminary approval hearing on the Settlement.

CC. "**Released Claims**" means all claims to be released pursuant to this Agreement.

DD. "**Settlement Administrator**" means the third-party agent or administrator appointed by the Court to administer the Settlement. The Parties agree that, subject to the Court's approval, and subject to Defendant's consent which shall not be unreasonably withheld, Plaintiff will select an independent entity to implement the Class Notice, the Claims Process, and other administration requirements of this Agreement. The Settlement Administrator will enter into a reasonable confidentiality agreement regarding customer contact information and other customer information identified in the Class List, defined herein, including an agreement to not share this data with Plaintiff's counsel.

EE. "**Settlement Award(s)**" means the Credit Benefits or Cash Benefits provided to Settlement Class Members.

FF. "**Settlement Class**" means: All persons who purchased one or more mattresses advertised at a discount from Puffy.com while in the State of California during the Class Period. 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

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for the Parties; experts retained by the Parties or their counsel of record in connection with the Action or Federal 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 Federal 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.

GG. "**Settlement Class Member(s)**" means any member of the Settlement Class who has not submitted a valid request for exclusion.

HH. "**Settlement Website**" means the website to be established by the Settlement Administrator for purpose of providing notice and other information regarding this Agreement as well as means for online submission of Claim Forms, as described in this Agreement.

II. "**Website Notice**" means the notice made available on the Settlement Website pursuant to this Agreement, including the Long Form Notice.

II. LITIGATION BACKGROUND

A. Plaintiff alleges that, during the Class Period, Defendant deceptively advertised discounts on mattresses on its website, Puffy.com. Based on these allegations, Plaintiff Cassandra Webb filed suit on July 29, 2025, in the Federal District Court for the Central District of California. Plaintiff alleges violations of certain California consumer protection statutes, and bring claims for breach of contract, breach of express warranty, quasi-contract/unjust enrichment, and intentional and negligent misrepresentation. She seeks injunctive relief and compensatory damages.

B. Defendant expressly denies any liability or wrongdoing of any kind or that Plaintiff or any putative Class Member has been damaged in any amount or at all in connection with the claims alleged in the Action, and further contends that, for any purpose other than Settlement, this Action is not appropriate for class treatment. Defendant does not admit or concede any actual or potential fault, wrongdoing, or liability against it in the Action or any other actions. Defendant maintained during the entire pendency of the Action, and continues to maintain, that the challenged advertising practices are not deceptive or misleading as a matter of law. Defendant further states

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that by this Settlement Agreement, Defendant neither waives nor admits the invalidity of any arbitration provision set forth on Defendant's website or otherwise asserted by Defendant, including but not limited to the arbitration agreement in its current form as provided to customers on checkout via hyperlink, which Defendant represents has been in place on Defendant's website for the past several years, in any litigation or proceeding in any court, administrative agency, or other tribunal. Defendant reserves all rights to enforce its arbitration agreement against any claimant outside the Settlement Class or, if no Final Approval Order is issued for any reason, within the Settlement Class.

C. In the Federal Court Action, Defendant filed a Motion to Dismiss and to Strike on September 24, 2025, challenging Plaintiff's claims on several grounds. Plaintiff filed an opposition to that motion on October 15, 2025, and Defendant filed a reply motion in support on November 12, 2025. The Parties attended a hearing on the motion on November 24, 2025, and, on December 2, 2025, the court issued an order denying in part and granting in part Defendant's motion. Plaintiff filed a First Amended Complaint on January 20, 2026.

D. In addition, in the Federal Court Action, the Parties conducted a Federal Rule 26(f) conference, and began conducting discovery. In particular, Plaintiff served extensive Requests for Production, Requests for Admission, and Interrogatories, as well as a deposition notice under Federal Rule 36(b)(6).

E. The Parties began discussing settlement in or around the fall of 2025, and engaged in negotiations regarding the claims over many months. The Parties agreed to attend a private mediation, and, in the lead up to it, exchanged informal discovery, including financial and sales records relevant to the claims and alleged damages. Plaintiff's Counsel spent time and effort analyzing these records to understand Defendant's alleged liability and the potential damages models available to Plaintiff. The Parties also prepared comprehensive mediation briefs that discussed the claims, defenses, and alleged damages in detail.

F. The Parties participated in a full-day mediation on April 13, 2026, with the Hon. Morton Denlow (retired) of JAMS. After a full day of discussions, and with the assistance of the

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mediator, the Parties made substantial progress, and the mediator issued a mediator's proposal. The Parties both accepted that proposal, subject to negotiation of final terms. The Parties then drafted a term sheet, which required additional negotiation and discussion, and which was fully executed on June 8, 2026. As a result of these lengthy, substantive, and good faith negotiations, Class Counsel was able to assess thoroughly the claims of the Settlement Class Members, Defendant's marketing practices, and Defendant's defenses.

G. Based on the above-outlined investigation and litigation, the current state of the law, the expense, burden and time necessary to prosecute the claims through trial and possible appeals, the risks and uncertainty of further prosecution of the claims considering the defenses at issue, the sharply contested legal and factual issues involved, and the relative benefits to be conferred upon the Settlement Class Members pursuant to this Agreement, Plaintiff and Class Counsel have concluded that a Settlement with Defendant on the terms set forth in this Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class, given all known facts and circumstances.

III. TERMS OF SETTLEMENT

In consideration of the mutual covenants and promises set forth herein, and subject to Court approval, the Parties agree as follows:

A. Filing of the Action and Request for Preliminary Approval: To ensure that the reviewing court has subject matter jurisdiction over the action approving the Settlement, the Parties agree that Plaintiff will dismiss the Federal Court Action and file a class action complaint naming herself as the named Plaintiff in the Superior Court of the State of California for the County of San Diego (the "Action"). Plaintiff will file the Action within seven (7) days of the full execution of this Settlement Agreement. Plaintiff will seek approval of the Settlement in that Action. For Settlement purposes only, Defendant agrees that it will not contest personal jurisdiction or venue in the Action, as to the Class Representative or any Settlement Class Members. Plaintiff shall dismiss the Federal Court Action without prejudice within two (2) business days of filing the Action. At Defendant's request, the Parties shall jointly advise the Federal Court Action that they

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have reached an agreement in principle and request the Federal Court action be stayed. The claims dismissed without prejudice in the Federal Court Action and included in the Action in accordance with this provision shall be treated for all purposes as though they were filed as of the date of the initial Federal Court Action complaint for settlement purposes.

B. Conditional Certification of Class. For Settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant, and solely pursuant to the terms of this Agreement, the Parties consent to and agree to the establishment of a conditional certification of the Settlement Class pursuant to the applicable rules governing class actions. This certification is conditional on the Court's approval of this Agreement. Defendant supports certification of the Settlement Class for settlement purposes only. In the event the Court does not approve all material terms of the Agreement, or if the Agreement is voluntarily or involuntarily terminated for any reason, then certification of the Settlement Class shall be void and this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy. And, in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement, and Defendant has not and shall not be deemed to have waived any opposition or defenses it has to any aspect of the claims asserted herein or to whether those claims are amenable to class-based treatment. In addition, in such an event, the Parties agree that within thirty (30) days, Plaintiff may re-file the Federal Court Action. The Parties further agree that that action shall be treated as though it was filed as of July 29, 2025 (the initial filing date of the Federal Court Action) for all purposes, including for purposes of any statute of limitation defense as to Plaintiff's claims and as to the claims of any unnamed putative class members. In the event the Settlement is not preliminarily approved, the Parties agree to resume settlement discussions in good faith for at least twenty-one

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(21) calendar days. If after twenty-one (21) calendar days the Parties have not agreed to amended settlement terms, then all litigation deadlines and dates shall be set by the Court.

C. Relief for the Settlement Class.

1. Benefits to Settlement Class Members: Subject to the rights, terms, and conditions of this Agreement, each Settlement Class Member who submits a valid Claim Form will receive a cash payment (Cash Benefit) in the amount of One Hundred Ten Dollars and Zero Cents ($110.00) for each qualifying mattress order (meaning mattresses advertised at a discount when they purchased and purchased at that discount price) that they placed on Defendant's website during the Class Period. Each Settlement Class Member who does not submit a valid Claim Form will automatically receive a Credit Benefit in the amount of One Hundred Ten Dollars and Zero Cents ($110.00) for each qualifying mattress order (meaning mattresses advertised at a discount when they purchased and purchased at that discount price) that they placed on Defendant's website during the Class Period. Defendant currently anticipates, based on its sales records and current sales trends, that the number of qualifying mattress orders placed during the Class Period will be approximately Twenty-One Thousand Five Hundred (21,500). Based on this estimate, the Parties estimate that the total value of the Cash Benefits and Credit Benefits Class Members will receive under the Settlement is approximately Two Million Three Hundred Sixty-Five Dollars and Zero Cents ($2,365,000.00). Defendant will provide an updated and correct number of qualifying mattress orders placed by Class Members during the Class Period after the date of Preliminary Approval.

2. Funding of Cash Benefit Fund. Within **fourteen (14) calendar days** of the Effective Date, Defendant shall pay to the Settlement Administrator an amount equal to the Cash Benefit Fund. The Cash Benefit Fund will be distributed to Settlement Class Members in accordance with the terms of this Agreement. In no circumstances will any of it revert back to Defendant.

3. Cash Benefit Election and Delivery: If a Settlement Class Member submits a valid Claim Form electing to receive a Cash Benefit, the Settlement Class Member will receive

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the payment they are due under this Agreement in the form of a Cash Benefit, to be paid out of the Cash Benefit Fund. Settlement Class Members who elect to receive a Cash Benefit will each receive One Hundred Ten Dollars and Zero Cents ($110.00) per qualifying mattress order. Class Members who purchased more than one (1) mattress advertised at a discount during the Class Period need only submit one (1) Claim Form, and will receive a Cash Benefit that includes the amount they are owed for each qualifying mattress purchase they made during the Class Period. The Settlement Administrator shall distribute Cash Benefits to each Settlement Class Member entitled to receive them out of the Cash Benefit Fund, within **fourteen (14) calendar days** of the Cash Benefit Fund being funded.

4. Credit Benefit Election and Delivery: Defendant will provide a One Hundred Ten Dollars and Zero Cents ($110.00) Credit Benefit per qualifying mattress order to each Settlement Class Member who does not submit a valid Claim Form electing to receive a Cash Benefit, without any requirement for the Settlement Class Member to fill out a Claim Form or take any other affirmative action. Credit Benefits will be distributed by the Settlement Administrator to Settlement Class Members. Credit Benefits shall be provided in the form of a unique code provided by Defendant, or equivalent mechanism. The Settlement Administrator will deliver Credit Benefits to Settlement Class Members by email within **fourteen (14) calendar days** after the Effective Date. Wherever feasible, the Administrator will send Credit Benefits to the most recent email address a Settlement Class Member used to make purchases from Defendant. To ensure that all Settlement Class Members who do not elect to receive a Cash Benefit receive a Credit Benefit, the distributed Mail Notice will direct Settlement Class Members whose Email Notice bounced back to provide a current email address to the Settlement Administrator by the Claim Deadline. For Settlement Class Members who provided an email address in response to the Mail Notice, the Administrator will send the Credit Benefit to that email address.

5. Use of Credit Benefits: Credit Benefits can be used to make any purchase of any product from Defendant's website, Puffy.com, as well as pay for any associated taxes and shipping. Credit Benefits will not expire and can be used at any time, with no blackout dates. Credit

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Benefits may be used in conjunction with any other discounts, promotions, or sales offered by Defendant. Credit Benefits may be freely transferred and sold, and can be stacked with each other (meaning that multiple Credit Benefits can be applied to a single purchase). If a Credit Benefit used in connection with an order exceeds the total amount of the order (including any taxes that may apply), then any unused Credit Benefit will remain useable and can be applied toward future orders.

D. Releases.

1. Release of Defendant. Upon payment and distribution of all benefits owed under this Agreement (including all Cash Benefits, Credit Benefits, and any Fee Award or Incentive Award awarded by the Court), except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Plaintiff and the Settlement Class shall fully release and discharge Defendant and all its present and former parent companies, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, affiliates, successors, personal representatives, heirs and assigns, retailers, suppliers, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels, but only in their capacity as such (together, the "Released Parties") from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, arising under federal, state, or local law, that Plaintiff or Settlement Class Members ever had, now have, or may have against the Released Parties in any other court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any other adjudicatory body, which were asserted in the Action, or which arise from the same facts alleged in the operative complaint in the Action, during the Class Period ("Released Claims"). This is notwithstanding that Plaintiff and the Settlement Class acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Released Claims herein.

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2. Class Representative's Release of Unknown Claims. Plaintiff expressly understands and acknowledges that certain principles of law, including but not limited to Section 1542 of the Civil Code of the State of California provide that:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff agrees that the provisions of all such principles of law or similar federal or state laws, rights, rules or legal principles are hereby knowingly and voluntarily waived, relinquished, and released by Plaintiff.

3. Release of Class Representatives and Class Counsel. Upon the Effective Date, except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Defendant shall fully release and discharge Plaintiff, Settlement Class Members, and Class Counsel from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Defendant ever had, now has, may have, or hereafter can, shall or may ever have against Plaintiff, Settlement Class Members, and Class Counsel in any other court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of or arising from the institution or prosecution of the Action, notwithstanding that Defendant acknowledges that it may hereafter discover facts in addition to or different from those that it now knows or believes to be true concerning the subject matter of the Action and/or the Released Claims herein.

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E. Attorneys' Fees/Costs and Incentive Awards.

1. Defendant agrees to pay Class Counsel attorneys' fees and costs, as approved by the Court. The Parties agree that Plaintiff's counsel may petition the Court for fees and costs of up to Five Hundred Thirty-Five Thousand Dollars and Zero Cents ($535,000.00) (subject to possible escalation, as described in this paragraph), inclusive of both fees and costs ("Fee Award"). Defendant agrees that it will not object to, or oppose a motion for, Plaintiff's counsel's fee application up to that amount, and that it will pay the Fee Award awarded by the Court. The Fee Award will not reduce the amount of money available to pay for Cash Benefits and Credit Benefits. If Defendant's estimate as to the number of qualifying mattress orders placed by Class Members during the Class Period set forth in Subsection (III)(C)(1) above understates the true number of Class Members by more than five percent (5%) (*i.e.*, if the true number of qualifying mattress orders placed by Class Members exceeds Twenty Two Thousand Five Hundred Seventy-Five (22,575)), then the Fee Award that Plaintiff's counsel may apply for and that Defendant agrees to pay will be increased proportionally by Twenty Four Dollars and Eight-Eight Cents ($24.88) per additional mattress order. For example, if the true number of mattress orders placed by Class Members during the Class Period turns out to be Twenty Two Thousand Five Hundred Seventy-Six (22,576), then Plaintiff's counsel will be permitted to apply for, and Defendant agrees to pay and will not oppose, a Fee Award of up to Five Hundred Sixty One Thousand Seven Hundred Seventy Four Dollars and Eighty-Eight Cents ($561,774.88). Court approval of attorneys' fees, costs, and expenses, or their amount, will not be a condition of the Settlement. After the Court preliminarily approves the Settlement, and at least **fourteen (14) calendar days** before the Objection/Exclusion Deadline, Class Counsel will file a motion seeking a Fee Award.

2. Defendant will pay the Fee Award to Class Counsel via wire transfer within **fourteen (14) calendar days** after entry of the Court's Final Approval Order (regardless of any appeals), subject to Class Counsel providing a stipulated undertaking that is substantively identical

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to the stipulated undertaking approved by the court in *Taylor v. Trusted Media Brands, Inc., S.D.N.Y.*, Case No. 16-cv-01812-KMK (Dkt. No. 70-1, Ex. E).

3. After the Court preliminarily approves the Settlement, Plaintiff may apply to the Court for an Incentive Award in an amount not to exceed Five Thousand Dollars and Zero Cents ($5,000.00) for her participation as a Class Representative. Defendant agrees not to object to a request for an Incentive Award up to this amount. Defendant will pay any Incentive Award approved by the Court without reducing the amount of money available to pay Cash Benefits and Credit Benefits to Class Members. Payment of the Incentive Award will be made to Class Counsel's client trust account via wire transfer within **fourteen (14) calendar days** after the Effective Date. Court approval of the Incentive Awards, or their amount, will not be a condition of the Settlement.

4. Plaintiff and Class Counsel will provide Defendant all identification information necessary to effectuate the payment of the Fee Award and Incentive Award, including, but not limited to, Taxpayer Identification Number(s), and completed Internal Revenue Service Form(s) W-9.

5. Except for the Fee Award and Incentive Award to be paid to Class Counsel and Plaintiff as specifically provided in this Agreement, Defendant does not agree to pay and shall not be responsible or liable under this Agreement for the payment of any attorneys' fees or expenses of Class Counsel, Plaintiff, the Settlement Class, and Settlement Class Members, any person or entity that may object to the Agreement, or any attorney who may represent any person or entity that may object to the Agreement, in connection with the Action or in connection with any claim that was or could have been alleged in the Action.

IV. SETTLEMENT ADMINISTRATION AND NOTICE

A. All notice and claims administration activities shall be carried out exclusively by the Settlement Administrator.

B. Administration Costs. Settlement Administration, Notice Expenses, and all other costs associated with Settlement administration shall be paid by Dovel & Luner, LLP.

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C. Notice.

1. Defendant will, within **twenty-one (21) calendar days** after the Court enters an order preliminarily approving the Settlement, provide the Settlement Administrator a customer list (the "Class List") of Settlement Class Members. That list will identify: the names of Settlement Class Members, the most recent email address Defendant has for each Settlement Class Member, the most recent California address that each Settlement Class Member used as a shipping address on Defendant's website, and the number of qualifying mattress orders each Settlement Class Member placed during the Class Period, for the purpose of administering the Settlement reached pursuant to this Agreement.

2. The Settlement Administrator shall provide Class Notice in the forms approved by the Court, as detailed below, and initial notice will be disseminated no later than **forty-five (45) calendar days** after Preliminary Approval (defined above as the "Notice Date").

3. Email Notice. The Settlement Administrator shall provide for Email Notice by sending an email substantially in the same form as **Exhibit A** to the email addresses for Settlement Class Members identified by Defendant.

4. Mail Notice. If an original Email Notice is returned as undeliverable, or if no valid email address is available for the Class Member in Defendant's records, the Settlement Administrator will send a Mail Notice in substantially the same form as **Exhibit C** via first class U.S. mail, postage pre-paid to the shipping address provided by Defendant and associated with the Settlement Class Member's most recent purchase from Defendant. The Mail Notice will instruct Settlement Class Members to provide the Settlement Administrator with a current email address for settlement purposes only by the Claim Deadline.

5. Reminder Notice. The Settlement Administrator will provide a reminder notice by email, to Settlement Class Members for whom an email address is available, **fourteen (14) calendar days** prior to the end of the Claim Period.

6. Website Notice. The Settlement Administrator will establish and maintain the Settlement Website. The Settlement Website will be dedicated to the Settlement. On the

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Settlement Website will be posted the Long Form Notice, the Claim Form, a copy of this Agreement, the Preliminary Approval Order, any motion seeking a Fee Award and Incentive Award (once filed), the Final Approval Motion (once filed), and any other materials the Parties agree to include. The Settlement Website shall also provide for the straightforward and user-friendly online submission of Claim Forms, and instructions as to how to access further case information. The Settlement Website will also explain Settlement Class Members' right to opt out of or object to the Settlement, and provide the dates to opt out of or object to the Settlement. The Settlement Website shall also state the date of the Fairness Hearing, that the date may change without further notice, and that Settlement Class Members should be advised to check the Settlement Website to confirm that the date has not been changed. These documents and information shall be available on the Settlement Website no later than the Notice Deadline (or promptly thereafter once filed) and remain until **thirty (30) calendar days** after distribution of all Settlement Awards. The Settlement Website shall not include any advertising and shall not bear or include Defendant's logo or trademarks.

7. Toll-Free Number. The Settlement Administrator shall establish and host an automated case-specific toll-free number to allow Class Members to learn more and to request further information about the Action.

D. Claim Process.

1. Settlement Class Members may elect to receive a Cash Benefit by submitting a valid Claim Form to the Settlement Administrator via a web form on the Settlement Website during the Claim Period. Settlement Class Members may, at their option, submit a paper Claim Form which will be accepted upon receipt as valid by the Settlement Administrator if the claim is otherwise valid. No proof of purchase shall be required to submit a Claim for cash. Settlement Class Members who do not submit a Claim Form electing to receive payment in the form of a Cash Benefit shall automatically receive a Credit Benefit for each qualifying mattress order placed on Defendant's website during the Claim Period, without the need to file a Claim.

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2. The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims. This will include assigning each Settlement Class Member an identifier to access and file claims, among other adequate and customary procedures and standards such as validating Claims against Defendant's records. The Settlement Administrator shall have the right to audit Claims, and the Settlement Administrator may request additional information from Settlement Class Members submitting Claims. Both Defendant and Class Counsel may challenge any Claims that appear to be incorrect and/or fraudulent. If Defendant or Class Counsel challenges the validity of a Claim on these grounds, and the Parties cannot agree on whether the claim is valid, the Settlement Administrator will make the final determination. If any Settlement Class Member submits a Claim Form and elects to receive a Cash Benefit but fails to follow the instructions included on the Claim Form, the Cash Benefit election shall be denied, and such Settlement Class Member shall instead receive payment in the form of a Credit Benefit for each qualifying mattress order placed on Defendant's website during the Class Period. The Settlement Administrator shall maintain records of all Claim Forms until **ninety (90) calendar days** after all valid Claims have been finally resolved and the Settlement Administrator has issued payment to those Settlement Class Members who submitted valid Claims and elected to receive a Cash Benefit, and such records will be made available upon request to Class Counsel and Defendant's counsel at the end of the **ninety (90) calendar day period**. The Settlement Administrator also shall provide such reports, declarations, and such other information to the Court as the Court may require or as Class Counsel or Defendant requests.

E. Final Tally and Weekly Reports. The Settlement Administrator shall provide weekly reports to counsel for Defendant and Plaintiff stating the number of Claims received and the number of any Claims that have been denied, as well as any objections or requests for exclusion received. Within **seven (7) calendar days** after the close of the Claim Period, the Settlement Administrator shall provide the Parties with the total number of valid and timely Claims received and approved electing the Cash Benefit option, and the number of qualifying mattress purchases associated with each approved Claim, to establish the amount of the Cash Benefit Fund. The

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Settlement Administrator shall also provide Defendant with a list of Settlement Class Members who submitted a valid and timely Claim electing the Cash Benefit option.

V. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT

A. Objections. Only Settlement Class Members may object to the Settlement. A Settlement Class Member who wishes to object to the Settlement must do so in writing by the Objection/Exclusion Deadline. All written objections and supporting papers must (a) contain and clearly identify the case name and number; and (b) be mailed to the Settlement Administrator at the address provided in the Notice. Written objections must contain: (1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by legal support for the objection (if any); (3) any papers, briefs or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; (6) proof of membership in the Class, or a signed statement attesting, under penalty of perjury, that they are a Settlement Class Member; (7) a list of all objections filed by the objector and his or her counsel to class action settlements in the last three (3) years; and (8) the signature of the Settlement Class Member and her or his counsel, if any. No Settlement Class Member shall be heard at the Fairness Hearing (whether individually or through separate counsel) unless written notice of the Settlement Class Member's intention to appear at the Fairness Hearing, and copies of any written objections or briefs, have been timely submitted to the Settlement Administrator. The Settlement Administrator will provide any written objections, and any requests to appear at the Fairness Hearing, received to Class Counsel and Defendant within **five (5) calendar days**. Class Counsel will file any objections with the Court on or before the deadline to file the motion for Final Approval. The date of the postmark on the mailing envelope, as well as the date a written objection is received by the Settlement Administrator, shall be the exclusive mechanisms used to determine whether an objection and/or notice of intention to appear has been timely submitted. An objection and/or notice to appear shall be deemed untimely unless

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postmarked by the Objection/Exclusion Deadline, or unless it is received by the Settlement Administrator no later than **three (3) calendar days** after the Objection/Exclusion Deadline. Settlement Class Members who fail to timely submit a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Class Counsel shall, at least **fourteen (14) calendar days** (or such other number of days as the Court shall specify) before the Fairness Hearing, file with the Court any responses to any written objections submitted by Settlement Class Members in accordance with this Agreement.

B. Procedure for Requesting Exclusion. Settlement Class Members who wish to opt out of this Settlement must submit a written statement to the Settlement Administrator by the Objection/Exclusion Deadline. To be valid, each request for exclusion must: (a) state the Settlement Class Member's name, address, and phone number; (b) be signed by the Settlement Class Member; and (c) include the statement "I/we request to be excluded from the class settlement in *Webb v. Puffy LLC*" and include the case number. No "class" or "mass" exclusions shall be permitted. Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be null, void, and ineffective. The date of the postmark on the mailing envelope, as well as the date an opt-out/exclusion request is received by the Settlement Administrator, shall be the exclusive mechanisms used to determine whether an opt-out/exclusion request has been timely submitted. An opt-out/exclusion request shall be deemed untimely unless postmarked by the Objection/Exclusion Deadline, or unless it is received by the Settlement Administrator no later than **three (3) calendar days** after the Objection/Exclusion Deadline. Any Settlement Class Member who properly opts out of the Settlement Class using this procedure will not be entitled to any Settlement Award, will not be bound by the Settlement, and will not have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement and any final judgment entered in this litigation if the

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Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement.

C. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time will any of the Parties seek to solicit or otherwise encourage any Settlement Class Members to object to the Settlement, or request exclusion from participating as a Settlement Class Member or encourage any Settlement Class Member to appeal from the final judgment.

VI. PRELIMINARY APPROVAL OF SETTLEMENT

Following full execution of this Agreement, Plaintiff will move the Court for entry of a Preliminary Approval Order that specifically includes provisions that: (a) preliminarily approve the Settlement as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for Settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for Settlement purposes only; (c) approve the forms of Class Notice and find that the notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and the applicable rules governing class action settlements; (d) direct that notice be provided to the Settlement Class, in accordance with this Agreement and the Notice Deadline; (e) establish a procedure for persons in the Settlement Class to object to the Settlement or exclude themselves from the Settlement Class by the Objection/Exclusion Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene; (f) approve the Claim Form and the Claims Process described herein, and set a deadline for timely submission of claims; (g) pending final determination of whether the Settlement should be approved, bar all persons in the Settlement Class from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims; (h) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action except those related to effectuation of the Settlement; (i)

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schedule the Fairness Hearing on Final Approval of the Settlement; and (j) provide that, in the event the proposed Settlement set forth in this Agreement is not approved by the Court, or in the event that this Agreement becomes null and void pursuant to its terms, this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy; and that in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement. In the event the Court does not enter a Preliminary Approval Order like that described herein, or decides to do so only with substantial modifications, then the Parties have the right, but not the obligation, to terminate this Agreement.

VII. FINAL APPROVAL OF SETTLEMENT

At least **sixteen (16) court days** prior to the Final Approval Hearing, or on a date ordered by the Court, Plaintiff shall file a Motion for Final Approval of the Settlement. Plaintiff shall request that the Court enter a Final Approval Order that specifically includes provisions that: (a) finally approve the Settlement as fair, reasonable and adequate to the Settlement Class Members; (b) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and the applicable rules governing class action settlements; (c) approve the plan of distribution of the Settlement Awards; (d) finally certify the Settlement Class; (e) confirm that, upon payment and distribution of all benefits owed under this Agreement, Plaintiff and the Settlement Class Members have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Released Claims against the Released Parties; and (f) dismiss the Action with prejudice, without costs to any Party, except as provided in this Agreement, and subject to the Court's retaining continuing jurisdiction over the Parties for the purpose of enforcement of the terms of this Agreement.

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VIII. TERMINATION

Defendant shall have the right, but not the obligation, to terminate this Agreement if individuals comprising more than 5% of Settlement Class Members timely opt out of the Settlement.

IX. UNCASHED SETTLEMENT AWARDS

To the extent Settlement Awards are provided by check instead of electronically, the expiration date for settlement checks will be **one hundred and eighty (180) calendar days** from the date the settlement checks are issued, unless otherwise extended by agreement of the Parties. Un-cashed settlement checks and failed or expired electronic payments may be reissued where appropriate, including where the Settlement Class Member states that he or she never received the check, in which case the Settlement Administrator will stop payment on the uncashed check and re-issue the check. Any funds remaining because of un-cashed checks or failed/unclaimed electronic payments will be sent by the Settlement Administrator to The State Bar of California Greg E. Knoll Justice Gap Fund, and will not revert to Defendant. Neither Plaintiff's nor Defendant's Counsel has any relationship with The State Bar of California Greg E. Knoll Justice Gap Fund.

X. PARTIES' AUTHORITY

The signatories each represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.

XI. MUTUAL FULL COOPERATION

The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and the taking of such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the assistance and cooperation of Defendant and its counsel, shall take all necessary steps to secure

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the Court's final approval of this Agreement. Defendant will not attempt to discourage Settlement Class Members from filing claims.

XII. NO ADMISSION

This Agreement is not to be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all liability for claims asserted in the Action, and denies that class certification is appropriate in the Action for any purpose other than for this Settlement. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a settlement document and shall, pursuant to Fed. R. Evid. 408 and related or corresponding state evidence laws, be inadmissible in evidence in any proceeding, action, arbitration, or hearing, including without limitation any litigation or regulatory proceeding or action, to establish liability. The preceding sentence shall not apply to an action or proceeding to approve or enforce this Agreement.

XIII. NOTICES

Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be in writing, sent by mail with a copy by email, and shall be deemed served on the date of mailing by United States registered or certified mail, return receipt requested, addressed as follows:

For The Class	For Defendant
Simon Franzini DOVEL & LUNER, LLP 201 Santa Monica Blvd., Suite 600 Santa Monica, California 90401 simon@dovel.com	Kristine Argentine SEYFARTH SHAW LLP 233 South Wacker Drive Suite 8000 Chicago, IL 60606-6448 kargentine@seyfarth.com

XIV. CONSTRUCTION

The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations and drafting by and between the Parties, and that this

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Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement.

XV. MATERIAL TERMS; CAPTIONS

Each term of this Agreement is a material term of the Agreement not merely a recital, and reflects not only the intent and objectives of the Parties but also the consideration to be exchanged by the Parties hereunder.

Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

XVI. INTEGRATION CLAUSE

This Agreement contains the entire agreement between the Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are extinguished.

XVII. NON-EVIDENTIARY USE

Neither this Agreement nor any of its terms shall be offered or received into evidence in the Action, or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in any proceeding to enforce, construe, or finalize this Agreement.

XVIII. NO COLLATERAL ATTACK

This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices to the Settlement Class after the judgment and dismissal is entered. Such prohibited collateral attacks shall include claims that a Settlement Class Member's Settlement Award was improperly calculated or adjusted or that a Settlement Class Member failed to receive timely notice of the procedure for disputing the calculation of the individual Settlement Award or failed to object to or seek exclusion from the Settlement by the Objection/Exclusion Deadline.

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XIX. AMENDMENTS

The terms and provisions of this Agreement may be amended only by a written agreement, which is both (1) signed by the Parties who have executed this Agreement and (2) approved by the Court.

XX. ASSIGNMENTS

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party or Settlement Class Member without the express written consent of each other Party hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and Settlement Class Members under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

XXI. GOVERNING LAW

This Agreement shall be governed by, construed, and interpreted and the rights of the Parties determined in accordance with the laws of the state of California, irrespective of the state of California's choice of law principles.

XXII. BINDING ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

XXIII. TAX CONSEQUENCES

No opinion concerning the tax consequences of this Settlement to any Settlement Class Member is given or will be given by Defendant, Defendant's counsel, or Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. The Long Form Notice provided on the Settlement Website will direct Settlement Class Members to 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.

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XXIV. CLASS COUNSEL SIGNATORIES

It is agreed that because the Settlement Class appears to be so numerous, it is impossible or impractical to have each member of the Settlement Class execute this Agreement. The notice plan set forth herein will advise Settlement Class Members of all material terms of this Agreement, including the binding nature of the releases and thus shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

XXV. COUNTERPARTS

This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and the Settlement Class. This Agreement may be delivered originally or by email or other electronic means, and the delivered image or electronic signature shall be treated as an original.

XXVI. CONTINUING JURISDICTION

The Court shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Agreement and its own orders and judgments. In the event of a breach by Defendant, a Settlement Class Member or Class Counsel under this Agreement, the Court may exercise all equitable powers over Defendant, such Settlement Class Member or Class Counsel to enforce this Agreement and the Final Approval Order and Judgment irrespective of the availability or adequacy of any remedy at law. Such powers include, among others, the power of specific performance and injunctive relief.

XXVII. DEADLINE CALCULATIONS

Any deadlines provided for in this Agreement which fall on a weekend or federal holiday shall be extended to the next business day.

Unless otherwise noted, all “days” referenced in this Agreement are to calendar days.

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XXVIII. SETTLEMENT TIMELINE

Item	Deadline
Notice Deadline/Notice Date	45 days after Preliminary Approval [§ I(X)]
Motion for Attorneys' Fees	14 days prior to Objection/Exclusion Deadline [§ III(E)(1)]
Objection/Exclusion Deadline	30 days after Notice Deadline [§ I(Y)]
Motion for Final Approval	16 court days prior to Final Approval Hearing [§ VII]
Claim Deadline	60 days after the Notice Deadline [§ I(G)]
Final Tally	7 days after Claim Deadline [§ IV(E)]
Plaintiff's and Defendant's Responses to Objections (if any)	14 days prior to Final Approval Hearing [§ V(A)]
Fairness Hearing/Final Approval Hearing	To be set by the Court.
Effective Date	Date of Final Approval Order (assuming no objections) [§ I(N)]
Funding of Cash Benefit Fund for payment of Settlement Awards	14 days after Effective Date [§ III(C)(2)]
Payment of Attorneys' Fees and Costs	14 days after Final Approval Order [§ III(E)(2)]
Payment of Incentive Award	14 days after Effective Date [§ III(E)(3)]
Distribution of Settlement Awards	Cash Benefits: 14 days after funding of Cash Benefit Fund [§ III(C)(3)] Credit Benefits: 14 days after Effective Date [§ III(C)(4)]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates indicated below:

[*Signatures on following pages.*]

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CLASS REPRESENTATIVE AND CLASS COUNSEL:

Dated: 6/30/2026

By: DocuSigned by:
5CA0CC3F8EED4D6...
Cassandra Webb, individually and on behalf of the Settlement Class

DOVEL & LUNER, LLP

Dated: 6/30/2026

By: DocuSigned by:
5ABC15D58A40496...
Simon Franzini, Esq.
Attorneys for Plaintiff and the Settlement Class

DEFENDANT AND COUNSEL FOR DEFENDANT:

Dated: June 30, 2026

PUFFY LLC

By: _____

Name: Arthur Andreasyan

Title: CEO

Dated: 7/1/2026

SEYFARTH SHAW LLP

By: Kristine R. Argentine

Kristine Argentine, Esq.

Attorneys for Defendant

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EXHIBIT A

Docusign Envelope ID: 627641EF-6D1C-8C2E-803B-40FEC591622B

TO: «Settlement Class Member Email Address»
FROM: Puffy Settlement Administrator
RE: LEGAL NOTICE OF CLASS ACTION SETTLEMENT – Webb v. Puffy LLC

«FIRST NAME» «LAST NAME»
Notice ID: «Notice ID»

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 [PRELIMINARY APPROVAL DATE].

Read This Notice Carefully. You Could Receive Compensation From This Class Action Settlement.

This Court-Authorized Notice describes your rights and gives information about the proposed Settlement. This notice is only a summary. Details of the Settlement are available at [Settlement Website] or by writing to or calling the Class Action Settlement Administrator at the address or toll-free number below.

What Is This Case About?

In the lawsuit entitled *Webb v. Puffy LLC*, Case No. [Case Number] filed in the Superior Court of the State of California for the County of San Diego, Plaintiff Cassandra Webb ("Plaintiff" or "Class Representative"), on behalf of herself and a proposed class, alleges that Defendant deceptively advertised various discounts of its mattress products on its website, Puffy.com. Defendant denies that it misled consumers, disputes that it has done anything wrong, and believes its advertising was accurate and lawful. The lawsuit seeks money damages, as well as attorneys' fees and costs. The Court has not ruled on the merits of the claims or Defendant's defenses, and the Parties have decided to resolve their differences and settle the case.

Why Am I Receiving This Notice?

You may be a member of the Settlement Class and may be entitled to receive a Settlement Award. You are a member of the Settlement Class if you 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 [Preliminary Approval Date] (together, the "Settlement Class Members").

What Are The Terms Of The Settlement?

Under the terms of the Settlement, Settlement Class Members will 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

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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. More information about the benefits available under the Settlement is available at [Settlement Website].

How Do You Choose Your Settlement Award?

To receive a Cash Benefit, you must submit a signed and completed Claim Form, online or by mail to the Settlement Administrator, **no later than [Claim Deadline]**. The Claim Form is available at [Settlement Website]. If you placed more than one qualifying mattress order during the Class Period, you need only submit one Claim Form to receive a Cash Benefit for each order. To receive a Credit Benefit, you do not have to submit a Claim Form. If you do not submit a valid Claim Form by [Claim Deadline], you will automatically be provided a Credit Benefit via email for each qualifying mattress order you placed during the Class Period.

What Are My Other Options?

If you do not want to be legally bound by the Settlement, you may opt out of the Settlement by sending a request for exclusion to the Class Action Settlement Administrator **no later than [Objection/Exclusion Deadline]**. If you exclude yourself from the Settlement, you will not receive a Settlement Award. If you do not opt out of the Settlement, you will be bound by any judgment approving the Settlement and will give up any right to sue Defendant for any claims under federal and state law that arise from the allegations concerning Defendant's advertising practices in this action.

If you stay in the Settlement (i.e., do not exclude yourself from the Settlement), you may object to the Settlement by writing to the Settlement Administrator explaining why you do not like the Settlement by **no later than [Objection/Exclusion Deadline]**. You will be bound by the Settlement if your objection is rejected and will still receive a Settlement Award.

Additional information and requirements for opting out of or objecting to the Settlement is available at [Settlement Website].

Final Approval Hearing

The Court will hold a hearing in this case to consider whether to approve the Settlement on [Final Approval Hearing Date], at [Final Approval Hearing Time], [Courthouse Address]. 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.

THIS NOTICE IS ONLY A SUMMARY. MORE INFORMATION ABOUT THE LAWSUIT AND THE PRECISE TERMS AND CONDITIONS OF THE SETTLEMENT IS AVAILABLE AT [Settlement Website], OR BY WRITING OR CALLING THE CLASS ACTION SETTLEMENT ADMINISTRATOR AT [Settlement Admin Address] OR [Phone Number] (TOLL-FREE), OR CLASS COUNSEL WHOSE CONTACT INFORMATION CAN BE FOUND AT https://www.dovel.com.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

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Unsubscribe

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EXHIBIT B

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

Webb v. Puffy LLC, Case No. [Case Number]

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 [PRELIMINARY APPROVAL DATE].

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 of 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 [Preliminary Approval Date].

- 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.

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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: [DATE]**	If you submit a valid Claim Form by [Claim Deadline], 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: [DATE]**	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 [Objection/Exclusion Deadline].
OBJECT TO THE SETTLEMENT **DEADLINE: [DATE]**	Write to the Court about why you do not like the Settlement. A Settlement Class Member who objects still remains in the Settlement Class and will receive a Settlement Award. The deadline for objecting is [Objection/Exclusion Deadline].

- 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 [Preliminary Approval Date], you have legal rights and options in this case. This Notice explains all of 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. [Case Number] (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 [Settlement Website].

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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 of 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 [Settlement Website].

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 [Preliminary Approval Date].

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 Federal 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 Federal 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

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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 https://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.

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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 [Objection/Exclusion Deadline] 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 [Settlement Website]. Read the instructions carefully, fill out the form, sign it, and submit it online no later than [Claim Deadline]. You may also submit a Claim Form by mail if postmarked by no later than [Claim Deadline].

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 [Administrator Email Address] by [Claim Deadline] 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 [Final Approval Hearing Date], 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 [Settlement Website]. 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. [Case Number]." 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 [Objection/Exclusion Deadline], to the Class Action Settlement Administrator at the following address:

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[Address]

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 still 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. [Case Number]"), and (b) be mailed to the Settlement Administrator postmarked on or before [Objection/Exclusion Deadline].

[Address]

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 still 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?

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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 [Administrator Email Address] by [Claim Deadline] 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 at [Final Approval Hearing Date and Time], at [Courthouse Address]. 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 [Objection/Exclusion Deadline]. 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 [Settlement Website], or by calling toll-free

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[Phone Number], or by writing to the Class Action Settlement Administrator at [Address]. 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.

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EXHIBIT C

Docusign Envelope ID: 627641EF-6D1C-8C2E-803B-40FEC591622B

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 [PRELIMINARY APPROVAL DATE].

Read This Notice Carefully. You Could Receive Compensation From This Class Action Settlement.

This Court-Authorized Notice describes your rights and gives information about the proposed settlement. This notice is only a summary. Details of the Settlement are available at [Settlement Website] or by writing to or calling the Class Action Settlement Administrator at the address or toll-free number on the back of this notice.

Webb v. Puffy LLC
c/o Administrator
[Address]

«ScanString»
Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

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What is this Case About? In this lawsuit, Plaintiff alleges that Defendant deceptively advertised various discounts of its mattress products on its website, Puffy.com. Defendant disputes the allegations and denies that it misled consumers. You are receiving this Notice because Defendant's records indicate that you are a Settlement Class Member. Settlement Class Members include 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 [Preliminary Approval Date].

What are the Settlement Benefits? 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. More information about the benefits available under the Settlement is available at [Settlement Website].

How do I Choose a Settlement Award? To receive a Cash Benefit, you must submit a Claim Form online, available at [Settlement Website], by [Claim Deadline]. You can also mail the Claim Form to the Class Action Settlement Administrator, postmarked by [Claim Deadline]. If you placed more than one qualifying mattress order during the Class Period, you need only submit one Claim Form to receive a Cash Benefit for each order. To receive a Credit Benefit, you do not have to do anything. But, to ensure you receive a Credit Benefit, please provide a current email address at [Settlement Website] by [Claim Deadline]. If you do not submit a timely Claim Form, you will automatically receive a Credit Benefit for each qualifying mattress order you placed during the Class Period.

What are my Other Options? If you do not want to be legally bound by the Settlement, you may opt out of the Settlement by [Objection/Exclusion Deadline]. If you opt-out, you will not receive a Cash Benefit or Credit Benefit from the Settlement. If you do not opt-out, you can object to the Settlement by [Objection/Exclusion Deadline]. Please visit [Settlement Website] for more information on how to opt-out of or object to the Settlement.

The Court's Final Approval Hearing. The Court will hold a hearing in this case to consider whether to approve the Settlement on [Final Approval Hearing Date] at [Final Approval Hearing Time], [Courthouse Address]. The date of the Final Approval Hearing may change without further notice to the Settlement Class Members. Settlement Class Members should be advised to check the settlement website to confirm that the date has not been changed and whether the hearing may be held virtually.

This notice is only a summary. For more information, visit [Settlement Website] or write or call the class action Settlement Administrator at [Settlement Admin Address] OR [Phone Number] (toll-free).

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EXHIBIT D

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Your claim form must be submitted online or postmarked by: [Claim Deadline]

Superior Court of the State of California
for the County of San Diego

Webb v. Puffy LLC
Case No. [Case Number]

[__]

Claim Form

PUFFY.COM SETTLEMENT

CLAIM FORM FOR CASH BENEFIT

INSTRUCTIONS

This class action alleges that Defendant violated California law by deceptively advertising various discounts of its mattress products on its website, Puffy.com. Defendant denies these allegations.

You are a Settlement Class Member if you 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 [Preliminary Approval Date].

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. If you wish to receive your Settlement Award(s) in the form of cash ("Cash Benefit") rather than store credit you must submit a valid Claim Form no later than [Claim Deadline]. If you placed more than one qualifying mattress order during the Class Period, you need only submit one Claim Form to receive a Cash Benefit for each order. If you wish to receive your Settlement Award(s) in the form of store credit ("Credit Benefit"), then you do not have to do anything – you will automatically receive the credit so long as you are a Settlement Class Member and do not exclude yourself from the Settlement.

Cash Benefits will be mailed to you by check or digital payment. Please ensure you provide a current, valid mailing address, email address, and mobile phone number with your Claim submission. If the mailing address, email address, or mobile phone number you include with your submission becomes invalid for any reason, it is your responsibility to provide accurate updated contact information to the Settlement Administrator to receive a payment.

The information provided on this Claim Form will be used solely by the Court-approved Settlement Administrator for the purposes of administering the Settlement and will not be provided to any third party or sold for marketing purposes.

SUBMITTING YOUR CLAIM FORM

Claim Forms may be submitted online at **WEBSITE** by **DEADLINE,** or completed and mailed **postmarked no later than DEADLINE** to:

[ADDRESS]

If you have any questions, please contact the Settlement Administrator by email at EMAIL ADDRESS or by mail at the address listed above.

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Your claim form must be submitted online or postmarked by: [Claim Deadline]

Superior Court of the State of California for the County of San Diego

Webb v. Puffy LLC
Case No. [Case Number]

[__]

Claim Form

I. YOUR CONTACT INFORMATION AND MAILING ADDRESS

First Name **Last Name**

Street Address

City **State** **Zip Code**

Email Address **Phone Number** **Notice ID** *(if you received a Notice)*

Please ensure you provide a current, valid mailing address, email address, and mobile phone number with your Claim submission. If the mailing address, email address, or mobile phone you include with your submission becomes invalid for any reason, it is your responsibility to provide the Settlement Administrator with a current, valid mailing address, email address, and mobile phone for payment. The current address you provide here does not need to be the same address you used for your purchase(s) from Defendant's website.

II. PAYMENT SELECTION

Please select **one** of the following payment options:

☐ **Prepaid Mastercard -** Enter an email address to receive the Prepaid Mastercard: _____

☐ **PayPal -** Enter your PayPal email address:_____

☐ **Venmo -** Enter the mobile number associated with your account: __ __ __-__ __ __-__ __ __ __

☐ **Zelle -** Enter the email address or mobile number associated with your account: _____

☐ **Physical Check -** Payment will be mailed to the address provided above.

III. CERTIFICATION

By signing this Claim submission, I certify, under penalty of perjury under the laws of the United States, that the information included with this Claim submission is true, accurate, and complete to the best of my knowledge, information, and belief. If I am submitting this Claim submission on behalf of a Claimant, I certify that I am authorized to submit this Claim submission on the individual's behalf. I am, or the individual on whose behalf I am submitting this Claim submission is, a member of the Settlement Class, and have not submitted a request to exclude myself, or "opt out of," the Settlement. I agree to furnish additional information regarding this Claim if so requested to do so by the Settlement Administrator. **By signing below, I agree and consent to be communicated with electronically via email and/or mobile phone text (message & data rates may apply)**.

Signature: _____ **Printed Name:** _____ **Date:**___/____/_____