

## SETTLEMENT AGREEMENT AND RELEASE

**THIS SETTLEMENT AGREEMENT AND RELEASE** (“*Settlement Agreement*” or “*Agreement*”) is entered into by and between plaintiff Regina Molloy (“Molloy”), individually, and together in her representative capacity on behalf of all others similarly situated (“*Plaintiff*”), on the one hand, and defendant Resident Home, LLC (“*Resident Home*” or “*Defendant*”), on the other (collectively, the “*Parties*” or, singularly, a “*Party*”).

### RECITALS

**A.** On March 10, 2025, Plaintiff Molloy filed a putative class action lawsuit against Resident Home entitled *Regina Molloy v. Resident Home, LLC*, Case No. 25STCV06804 (Sup. Ct. Cal. L.A. Cnty). On April 23, 2025, the case was removed to the Central District of California, entitled *Regina Molloy v. Resident Home, LLC*, Case No. 2:25-cv-03524-AH-JPRx (C.D. Cal.) (the “*Federal Court Action*”), asserting false and/or deceptive advertising claims relating to Defendant’s discounts on merchandise on its purported e-commerce websites: sienasleep.com (“Siena”), nectarsleep.com (“Nectar”), dreamcloudsleep.com (“DreamCloud”), cloverlane.com (“CloverLane”), and awarasleep.com (“Awara”). The case was assigned to the Honorable Anne Hwang.

**B.** Prior to commencement of arbitration proceedings, the Parties participated in a full day mediation before Hon. Edward A. Infante (Ret.) under the auspices of JAMS, where they reached a prospective class-wide settlement. Under the terms of the settlement, Molloy agreed to dismiss the Federal Court Action in the United States District Court for the Central District of California and re-file her claims in the Superior Court of California, County of San Diego (the “*Action*”). Similar to the Federal Court Action, Plaintiff in the Action claims that Resident Home deceives consumers by advertising purported discounts on its merchandise. The claims in the Action relate to merchandise sold on websites operated by Resident Home.

**C.** Plaintiff and her counsel believe that the claims asserted in the Complaint (defined below) have merit. Resident Home has denied, and continues to deny, any and all allegations of wrongdoing alleged in the Action and believes the claims asserted by Plaintiff are without merit. Nonetheless, the Parties have concluded that litigation could be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement to limit further expense, inconvenience, and uncertainty. The Parties also have considered the uncertainties of trial and/or arbitration and the benefits to be obtained under the proposed settlement; the costs, risks, and delays associated with the prosecution of this complex and time-consuming litigation; and the likely appeals of any rulings in favor of either Plaintiff or Resident Home.

**D.** It is now the intention of the Parties, and the objective of this Settlement Agreement, to avoid the costs of trial and/or arbitration and settle and dispose of, fully and completely, any and all claims and causes of action in the Action.

## AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, Plaintiff, the Class (defined below) and Resident Home agree to the Settlement of the Action, subject to Court approval, under the following terms and conditions.

**1. DEFINITIONS.** In addition to the definitions included in the Recitals above, and in later sections of the Agreement, the following shall be defined terms for purposes of this Settlement Agreement. Some of the definitions in this Section use terms that are defined later in the section. All defined terms are capitalized:

**1.1** As used herein, the term “*Action*” means the lawsuit styled *Regina Molloy v. Resident Home, LLC*, filed in the Superior Court of California, County of San Diego following the dismissal of the Federal Court Action.

**1.2** As used herein, the term “*Claim*” means a request made by a Class Member in order to receive a Voucher pursuant to the procedures stated in Section 3.5.

**1.3** As used herein, the term “*Claim Form*” means the form a Class Member must complete and submit to receive a Voucher under this Settlement Agreement. The Claim Form must be substantially similar to the form attached hereto as **Exhibit E**.

**1.4** As used herein, the term “*Claimant*” means any Class Member who submits a valid Claim Form under this Agreement.

**1.5** As used herein, the term “*Claims Administrator*” means a reputable vendor of the Defendant’s choosing, but subject to approval by Plaintiff, and any successors to that entity, who shall administer the Notice, Claims, and Settlement relief distribution process provided for in the Settlement Agreement.

**1.6** As used herein, the term “*Claims Administrator Costs*” means all costs incurred by the Claims Administrator, including the cost of providing Notice to the Class and administering the Settlement.

**1.7** As used herein, the terms “*Class*” and “*Class Members*” mean “All persons in the United States, who, as reflected in Defendant’s records, purchased during the Class Period one or more products at a price advertised as a discount from a higher reference price from Siena, Nectar, DreamCloud, CloverLane, or Awara, and who have not received a refund or credit for their purchase(s). Excluded from the Class is Resident Home’s Counsel, Resident Home’s officers, directors, and employees, and the judge presiding over the Action.”

**1.8** As used herein, the term “*Class Period*” means the dates from March 1, 2021 to the date of preliminary approval.

**1.9** As used herein, the term “*Class Released Claims*” means all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, which Class

Members have or may have, against the Released Parties, arising out of, or relating to, any of the acts, omissions or other conduct by Resident Home relating to the advertising, marketing, or display of promotions, discounts, prices, savings, etc. by Siena, Nectar, DreamCloud, CloverLane, or Awara, or that otherwise has been, or could have been, alleged or otherwise referred to in the Complaint.

**1.10** As used herein, the term “*Class Releasors*” means Plaintiff and all Class Members who do not timely and sufficiently request to be excluded from the Class and the proposed Settlement, and each of their respective successors, assigns, legatees, heirs, and personal representatives.

**1.11** As used herein, the term “*Complaint*” means the Complaint Plaintiff filed in the Action, asserting claims on behalf of Plaintiff and the Class in connection with pricing and promotional practices used by Resident Home in connection with Siena, Nectar, DreamCloud, CloverLane, and Awara.

**1.12** As used herein, the term “*Court*” means the Superior Court of California for the County of San Diego.

**1.13** As used herein, the term “*Defendant*” means Resident Home, LLC.

**1.14** As used herein, the terms “*Defendant’s Counsel*” and “*Resident Home’s Counsel*” mean Stephanie Sheridan and Meegan Brooks of Ballard Spahr LLP.

**1.15** As used herein, the term “*Email Notice*” means the legal notice summarizing the proposed Settlement terms, as approved by Class Counsel, Resident Home’s Counsel, and the Court, to be provided to Class Members via electronic mail pursuant to Section 3.3(b) below. The Email Notice must be substantially similar to the form attached hereto as **Exhibit C**.

**1.16** As used herein, the term “*Fairness Hearing*” means the hearing(s) to be held by the Court in the Action to consider and determine whether the proposed Settlement, as contained in this Settlement Agreement, should be approved as fair, reasonable, and adequate, and whether the Final Order and Judgment approving the Settlement contained in this Settlement Agreement should be entered.

**1.17** As used herein, the term “*Federal Court Action*” refers to the lawsuit brought by Plaintiff Molloy against Resident Home, LLC in the Central District of California bearing Case No. 2:25-cv-03524-AH-JPRx (C.D. Cal.), which lawsuit will be voluntarily dismissed.

**1.18** As used herein, the terms “*Final Order*,” “*Final Approval Order*” and “*Order Granting Final Approval of Class Settlement*” mean the Court order granting final approval of the Settlement in the Action following the Fairness Hearing. The proposed Final Order that Plaintiff submits to the Court for approval must be substantially similar to the form attached hereto as **Exhibit F**.

**1.19** As used herein, the term “*Final Settlement Date*” means two court days after the Final Order and Judgment become “final.” For the purposes of this section, the Final Order and Judgment will become “final” on the date upon which either of the following events occurs: (i) if

no timely motions for reconsideration and/or no appeals or other efforts to obtain review have been filed, the expiration of thirty (30) calendar days after notice of the entry of the Final Approval Order and Judgment in the Action is served on the Parties; or (ii) in the event that an appeal or other effort to obtain review has been initiated, the date after any and all such appeals or other review(s) have been finally concluded in favor of the Final Order and Judgment, any mandates have been returned to the Court, and the Final Order and Judgment, and the ruling on any objection thereto, are no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing *en banc*, petitions for *certiorari*, or otherwise.

**1.20** As used herein, the term “**Full Notice**” means the full legal notice of the proposed Settlement terms, as approved by Class Counsel, Resident Home’s Counsel, and the Court, to be provided to Class Members at the Settlement Website pursuant to Section 3.3(a) below. The Full Notice must be substantially similar to the form attached hereto as **Exhibit B**.

**1.21** As used herein, the terms “**Judgment**” and “**Final Judgment**” mean a document labeled by the Court as such and that has the effect of a judgment. The proposed Judgment that Plaintiff will submit to the Court for entry must be substantially similar to the form attached hereto as **Exhibit G**.

**1.22** As used herein, the term “**Named Plaintiff**” and “**Plaintiff**” means Regina Molloy in her individual capacity.

**1.23** As used herein, the term “**Notice**” means the legal notice summarizing the proposed Settlement terms, as approved by Class Counsel, Resident Home’s Counsel, and the Court, to be provided to Class Members, and includes, Email Notice, Full Notice and Publication Notice, as applicable.

**1.24** As used herein, the terms “**Plaintiff’s Counsel**” and “**Class Counsel**” means the law firm of Turner Henningsen Wolf & Vandenburg, LLP.

**1.25** As used herein, the terms “**Preliminary Approval Order**” or “**Preliminary Approval and Provisional Class Certification Order**” mean the order provisionally certifying the Class for Settlement purposes only, approving and directing Notice, and setting the Fairness Hearing. The proposed Preliminary Approval Order that Plaintiff will submit to the Court for its approval must be substantially similar to the form attached hereto as **Exhibit A**.

**1.26** As used herein, the term “**Qualifying Purchase**” means a purchase from [www.sienasleep.com](http://www.sienasleep.com), [www.nectarsleep.com](http://www.nectarsleep.com), [www.dreamcloudsleep.com](http://www.dreamcloudsleep.com), [www.cloverlane.com](http://www.cloverlane.com), or [www.awarasleep.com](http://www.awarasleep.com) of one or more products offered at an advertised discount from higher reference price during the Class Period, which was not returned by, or on behalf of, the purchaser.

**1.27** As used herein, the term “**Released Parties**” means Resident Home and each of its direct or indirect parents, subsidiaries, wholly owned corporate stores, affiliated and related entities, predecessors, successors and assigns, partners, privities, and any of their present and former directors, officers, employees, shareholders, agents, representatives, attorneys, accountants, insurers, and all persons acting by, through, under, or in concert with it, or any of them.

**1.28** As used herein, the term “**Response Deadline**” means the deadline by which Class Members must submit a Claim Form, deliver objections, or deliver requests for exclusion. The Response Deadline shall be no later than ninety (90) calendar days after entry of the Preliminary Approval Order.

**1.29** As used herein, the term “**Settlement**” means the Settlement of the Action and Class Released Claims on the terms embodied in this Settlement Agreement.

**1.30** As used herein, the term “**Settlement Website**” means the website that shall be created for Settlement administration purposes and administered by the Claims Administrator.

**1.31** As used herein, the term “**Unknown Claims**” means, *with respect to the Class Released Claims only*, Plaintiff and the Class Members expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

**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.**

As part of this Agreement, Plaintiff and the Class Members state that they fully understand that the facts on which the Settlement Agreement is to be executed may be different from the facts now believed by Plaintiff, the Class Members, and Class Counsel to be true, and expressly accept and assume the risk of this possible difference in facts and agree that the Settlement Agreement will remain effective despite any difference in facts. Further, Plaintiff and the Class Members agree that this waiver is an essential and material term of this release and the Settlement that underlies it, and that without such waiver the Settlement would not have been accepted.

**1.32** As used herein, the term “**Voucher**” or “**Vouchers**” means a voucher for thirty dollars (\$30.00) off a single purchase (no minimum purchase) redeemable on one or more retail websites operated by Resident Home and/or its affiliates or designee. The Vouchers will apply to the purchase prices that Resident Home and/or its affiliates offer to the general public, will be transferable to others without restriction so long as they are not sold or offered for sale in connection with any transfer. Vouchers will expire nine months from the date of distribution, will not be replaced if lost or stolen, must be used in a single purchase, and will have no residual value if the amount redeemed is less than the Voucher amount.

## **2. SETTLEMENT TERMS.**

**2.1 Award to the Class.** Resident Home shall issue one (1) Voucher to each Class Member who timely submits a valid Claim.

**2.2 Distribution of Vouchers to Class Members.** If the Court approves the Settlement of this Action, Resident Home, through the Claims Administrator, shall distribute the Vouchers to

the email address on each Class Member's Claim Form within sixty (60) calendar days of the Final Settlement Date.

**2.3 Attorneys' Fees, and Costs.** The Parties acknowledge that Plaintiff must petition the Court for approval of any award to Class Counsel for attorneys' fees, and costs. The Parties agree that Class Counsel will not seek an award greater than six hundred sixty-five thousand dollars (\$665,000) total for attorneys' fees and costs. Resident Home agrees not to object to Class Counsel's request for up to a maximum payment of six hundred and sixty-five thousand dollars (\$665,000). If the Court approves the Settlement of this Action and an award of attorneys' fees and costs, unless the Court orders a different timetable, Resident Home agrees to pay the amount approved by the Court to Class Counsel upon the occurrence of both of the following events: (i) the Final Settlement Date, and (ii) Class Counsel's delivery to Resident Home of the relevant W-9 Form(s). Unless the Court orders a different timetable, any such payment shall be made by thirty (30) calendar days after the occurrence of the later of these events and shall be made to the law firm of Turner Henningsen Wolf & Vandenburg, LLP.

**2.4 Individual Settlement Award to Named Plaintiff.** The Parties acknowledge that Named Plaintiff must petition the Court for approval of any award to Named Plaintiff for an incentive award (the "**Individual Settlement Award**"). Resident Home agrees not to object to Named Plaintiff's requests for an Individual Settlement Award. Named Plaintiff will seek two thousand five hundred dollars (\$2,500.00) as an Individual Settlement Award. Resident Home will make payment to the Named Plaintiff care of Turner Henningsen Wolf & Vandenburg, LLP. Unless the Court orders a different timetable, Resident Home agrees to pay the amount approved by the Court to the Named Plaintiff upon the occurrence of both of the following events: (i) the Final Settlement Date, and (ii) Class Counsel's delivery to Resident Home of the relevant W-9 Form(s). Any such payment shall be made by thirty (30) calendar days after the occurrence of the later of these events and shall be delivered to the law firm of Turner Henningsen Wolf & Vandenburg, LLP.

**2.5 Reduction in Named Plaintiff's Individual Settlement Award or Class Counsel's Attorneys' Fees.** Named Plaintiff's Individual Settlement Award and Class Counsel's attorneys' fees and costs are to be paid separate and apart from the award to the Class. A reduction by the Court or by an appellate court of either Plaintiff's Individual Settlement Awards or Class Counsel's attorneys' fees and costs shall not affect any of the Parties' other rights and obligations under the Settlement Agreement.

**2.6 No Tax Liability.** Under no circumstances will Resident Home or Resident Home's Counsel have any liability for taxes or tax expenses under this Settlement Agreement. Named Plaintiff, and/or Class Counsel are responsible for any taxes on any recovery or award. Nothing in this Settlement Agreement, or statements made during the negotiation of its terms, shall constitute tax advice by Resident Home or Resident Home's Counsel.

**2.7 Settlement Implementation Costs.** Resident Home shall bear the costs of providing Notice to the Class in the manner prescribed in Section 3.3 of this Settlement Agreement and the costs associated with independent administration of benefits by the Claims Administrator.

**2.8 Release as to All Class Members.** Effective immediately upon the Final Approval Order and Judgment becoming final (as described in Section 1.19 above), Class Releasers, and each of them, hereby waive and fully, finally and forever release and discharge any and all Class Released Claims (including Unknown Claims) against all Released Parties, and each of them.

**2.9 General Release by Named Plaintiff.** In addition to the releases made by the Class Members set forth in Section 2.9 above, effective immediately upon the Final Approval Order and Judgment becoming final (as described in Section 1.19 above), Named Plaintiff, and each of her successors, assigns, legatees, heirs, and personal representatives, hereby also waive and fully, finally and forever generally release and discharge the Released Parties, and each of them, from all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent from the beginning of the world to the date of the Final Order.

In addition, Named Plaintiff, and each of Named Plaintiff's respective successors, assigns, legatees, heirs, and personal representatives, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

**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.**

Named Plaintiff, and each of her respective successors, assigns, legatees, heirs, and personal representatives, fully understand that the facts on which the Settlement Agreement is to be executed may be different from the facts now believed by Named Plaintiff and Class Counsel to be true, and expressly accept and assume the risk of this possible difference in facts and agree that the Settlement Agreement will remain effective despite any difference in facts. Further, Named Plaintiff, and each of her respective successors, assigns, legatees, heirs, and personal representatives, agree that this waiver is an essential and material term of this release and the Settlement that underlies it, and that without such waiver the Settlement would not have been accepted.

**2.10 No Admission of Liability or Wrongdoing.** This Settlement Agreement reflects the Parties' compromise and Settlement of disputed claims. This Settlement Agreement's constituent provisions, and any and all drafts, communications, and discussions relating thereto, shall not be construed as, or deemed to be, evidence of an admission or concession of any point of fact or law (including, but not limited to, matters respecting Class certification) by any person, including Resident Home, and shall not be offered or received in evidence, or requested in discovery in this Action, or any other action or proceeding, as evidence of an admission or concession. Resident Home has denied, and continues to deny, each of the claims and contentions alleged by Plaintiff in the Action. Resident Home has repeatedly asserted, and continues to assert,

defenses thereto, and has expressly denied, and continues to deny, any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action.

### 3. CLASS SETTLEMENT PROCEDURES.

**3.1 Cooperation to Obtain Court Approval.** The Parties will jointly take all reasonable steps necessary to secure the Court's approval of the Settlement and this Settlement Agreement.

**3.2 Preliminary Approval and Provisional Class Certification.** Plaintiff shall file her motion for preliminary approval of the Settlement Agreement as soon as feasibly possible, and shall provide a draft of this motion to Resident Home to review and make reasonable revisions at least three business days before filing. The motion for preliminary approval of the Class Action Settlement and provisional Class certification shall request the Court to:

- (a) preliminarily approve this Settlement Agreement;
- (b) preliminarily approve the form, manner, and content of the Full Notice, Email Notice, and Claim Form described in Sections 3.3 and 3.5 below, and attached hereto as **Exhibits B – D**.
- (c) set the date and time of the Fairness Hearing;
- (d) provisionally certify the Class under California Rules of Court, rule 3.769(d), for Settlement purposes only;
- (e) stay all proceedings in the Action against Resident Home until the Court renders a final decision on approval of the Settlement and sets a briefing schedule for the papers in support of the Final Order;
- (f) conditionally appoint Named Plaintiff as the Class representative for Settlement purposes only; and
- (g) conditionally appoint the law firm of, Turner Henningsen Wolf & Vandenberg LLP, as Class Counsel for Settlement purposes only.

The proposed Preliminary Approval and Provisional Class Certification Order shall be substantially similar to the form attached hereto as **Exhibit A**. Class Counsel shall draft the motion papers and give Resident Home's Counsel drafts of the motion and proposed order for preliminary approval and provisional Class certification to review and in its discretion revise before the motion's filing and service date/deadline. Resident Home shall be permitted, but not required, to file its own brief or statement of non-opposition in support of the Preliminary Approval and Provisional Class Certification Order. The Parties agree that, pending the hearing on the contemplated motion for preliminary approval of the Settlement Agreement and provisional Class certification order: (i) if Resident Home has not already filed a responsive pleading, Resident Home shall have an extension of time to answer or otherwise respond to the Complaint in the Action, and; (ii) the Parties shall not propound further discovery. In the event the Court denies preliminary approval of the

Settlement Agreement, the Parties agree they will meet and confer regarding when Resident Home's answer or other responsive pleading to the Complaint in the Action will be due, and a schedule for conducting discovery.

**3.3 Class Notice.** Subject to the Court entering the Preliminary Approval Order, the Parties agree that Resident Home and its retained Claims Administrator will provide the Class with Notice of the proposed Settlement by the following methods:

(a) **Settlement Website.** The Claims Administrator will post the Full Notice on an Internet website ("Internet Posting") specifically created for the Settlement of this Action. The Full Notice shall be substantially similar to the form attached hereto as **Exhibit B**. The Internet Posting will also contain the Claim Form, Complaint, Settlement Agreement, and Preliminary Approval Order. Within seven (7) court days of when Class Counsel files a motion for attorneys' fees, and costs and an Individual Settlement Award, the Internet Posting will also post the fees and costs motion. The Internet Posting shall be operative starting on or before thirty (30) calendar days after entry of the Preliminary Approval Order. The Internet Posting shall remain active at least until the Final Settlement Date.

(b) **Email Notice.** Using information available to it, Resident Home shall provide last known valid email addresses to the Claims Administrator for Resident Home's customers who may be Class Members. The Claims Administrator will send Email Notice that will be substantially similar to the form attached hereto as **Exhibit C** and will provide the web address of the Internet Posting and an email and mailing address to contact the Claims Administrator. Resident Home, through the Claims Administrator, will provide the Email Notice on or before thirty (30) calendar days after entry of the Preliminary Approval Order. The Claims Administrator shall send multiple Email Notices in its discretion to further the Claims process but in no event will the Claims Administrator email Class Members more regularly than once every seven (7) calendar days. The Parties will request the Court authorize the issuance of Email Notice under this section to those Class Members who have previously opted out of receiving emails from Resident Home through any applicable loyalty program, advertisement, financing agreements, or otherwise, so as to ensure notice is provided.

**3.4 Proof of Notice.** No later than ten (10) calendar days before the Fairness Hearing, Resident Home and the Claims Administrator will serve upon Class Counsel a declaration confirming that Notice to the Class has been provided in accordance with Section 3.3 of this Settlement Agreement.

**3.5 Claims Procedure.**

(a) **Class Members.** Class Members must submit a complete, valid, and sufficient Claim Form on or before the Response Deadline in order to be included in the distribution of the thirty dollar (\$30.00) Vouchers. The Claim Form shall require the Class Member to confirm via checkbox as follows: "Between March 1, 2021, and [date of preliminary approval], I made one or more purchases of items on sienasleep.com, nectarsleep.com, dreamcloudsleep.com, cloverlane.com, or awarasleep.com that was

advertised at a discount from a stated higher reference price.” It will also require Claimants to attest to their purchase via a checkbox declaring: “I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.” Resident Home will mail or email a Voucher to Class Members who submit a complete, valid and sufficient Claim Form and do not request to exclude themselves from the Settlement no later than ninety (90) calendar days after the Final Settlement Date.

**(b) Date of Submission.** The Claim Form may be submitted electronically through the Settlement Website or by U.S. mail. The delivery date of a Claim Form is deemed to be the date the Claim Form is received by the Claims Administrator electronically through the Settlement Website, as evidenced by the electronic transmission receipt, or, if the Claim Form is submitted by the U.S. mail, the date the Claim Form is deposited in the U.S. Mail, as evidenced by the postmark.

**3.6 Right to Verify Claim Forms and to Prevent Duplicate and Fraudulent Claims.** The Claims Administrator shall review all submitted Claim Forms for completeness, legibility, validity, accuracy, and timeliness. The Claims Administrator may employ adequate and reasonable procedures and standards to prevent the approval of duplicative and fraudulent Claims. The Claims Administrator may contact any Claimant to request additional information and documentation, including, but not limited to, information and documentation sufficient to allow the Claims Administrator to: (i) verify that the information set forth in, or attached to, a Claim Form is accurate, and the Claimant is a Class Member; and (ii) determine the validity of any Claim and/or whether any Claim is duplicative or fraudulent. The Claims Administrator’s decision, including the Claims Administrator’s decision regarding whether a Claimant is a Class Member, whether a Claim is valid and timely, and whether a Claim is duplicative or fraudulent, shall be non-appealable, final, and binding upon the Parties and the Claimant.

**3.7 Right to Verify and Prevent Duplicate, Counterfeit and Fraudulent Vouchers.** Resident Home and/or the Claims Administrator may review the redemption of any Voucher to determine whether it is valid and has not expired, and to prevent the use of duplicate, counterfeit, and fraudulent Vouchers. Resident Home and/or the Claims Administrator reserve the right to decline any Voucher that Resident Home and/or the Claims Administrator believes is invalid, has expired, is a duplicate, is counterfeit, or is fraudulent. In the event that a Voucher is declined and the Claimant disputes the decision, Resident Home or, if the Claims Administrator declined the Voucher, the Claims Administrator, will meet with the Claimant in good faith in an attempt to resolve the dispute.

**3.8 Objections.** Any Class Member who has not submitted a timely written exclusion request pursuant to Section 3.9 below, and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, must file written objections with the Court, with copies delivered to the Claims Administrator, Resident Home’s Counsel and Class Counsel on or before the Response Deadline.

**(a)** The delivery date of any written objection is deemed to be the date the objection is deposited in the U.S. Mail, as evidenced by the postmark. It shall be the objector’s responsibility to ensure receipt of any objection by the Claims Administrator, Resident Home’s Counsel and Class Counsel.

(b) Any written objections must contain: (i) the name and case number of the Action; (ii) the Class Member's full name, address, and telephone number; (iii) the words "Notice of Objection" or "Formal Objection"; (iv) in clear and concise terms, the legal and factual arguments supporting the objection; (v) attested facts supporting the person's status as a Class Member (e.g., the date and location of his/her Qualifying Purchase(s) and description of item(s) purchased); (vi) the Class Member's signature and the date; and (vii) the following language immediately above the Class Member's signature and date: "I declare under penalty of perjury under the laws of the State of California that the foregoing statements regarding class membership are true and correct to the best of my knowledge."

(c) Any Class Member who submits a written objection, as described in this section, has the option to, but is not required to, appear at the Fairness Hearing, either in person or through personal counsel, hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees. However, Class Members (with or without their attorneys) intending to make an appearance at the Fairness Hearing must include on a timely and valid objection a statement substantially similar to "Notice of Intention to Appear." If an objecting Class Member (either with or without his or her attorney, or through his or her attorney acting on his or her behalf) intends to speak at the Fairness Hearing in support of the objection, the Class Member's objection must state this intention in a "Notice of Intention to Appear" served on the Claims Administrator, Class Counsel and Resident Home's Counsel no later than fifteen (15) calendar days before the Fairness Hearing. If the objecting Class Member intends to appear at the Fairness Hearing with or through counsel, he or she must also identify the attorney(s) representing the objector who will appear at the Fairness Hearing and include the attorney(s)' name, address, phone number, email address, and the state bar(s) to which counsel is admitted in the Notice of Intention to Appear. If the objecting Class Member (or the Class Member's counsel) intends to request the Court to allow the Class Member to call witnesses at the Fairness Hearing, such request must be made in the Class Member's written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony. Only Class Members who submit timely objections, including Notices of Intention to Appear, may speak at the Fairness Hearing. If a Class Member makes an objection through an attorney, the Class Member will be responsible for his or her personal attorneys' fees and costs.

**3.9 Exclusion from the Class.** Class Members may elect not to be part of the Class and not to be bound by this Settlement Agreement. To make this election, a Class Member must send a signed letter or postcard to the Claims Administrator, postmarked no later than the Response Deadline, stating: (a) the name and case number of the Action; (b) the full name, address, and telephone number of the person requesting exclusion; and (c) a statement that he or she does not wish to participate in the Settlement. No later than seven (7) calendar days before the filing date for Plaintiff's motion in support of the Final Order and Judgment, the Claims Administrator shall serve on Class Counsel and Resident Home's Counsel a list of Class Members who have timely and validly excluded themselves from the Class.

**3.10 Final Order and Judgment.** Before the Fairness Hearing, Plaintiff shall apply for Court approval of a proposed Final Order and Judgment, substantially similar to the form attached

hereto as **Exhibits E–F**. Class Counsel shall draft the motion papers, and shall provide them to Resident Home to review and make reasonable revisions at least three business days before filing. Resident Home shall be permitted, but is not required, to file its own brief or statement of non-opposition in support of the Final Approval Order and Judgment. Subject to the Court’s approval, the Final Order and Judgment shall, among other things:

- (a) finally approve the Settlement Agreement as fair, reasonable and adequate;
- (b) finally certify the Class for Settlement purposes only, pursuant to California Code of Civil Procedure § 382;
- (c) find that the Notice and the Notice dissemination methodology complied with the Settlement Agreement, California Code of Civil Procedure § 382, California Rules of Court, rules 3.766 and 3.769, the California Constitution and United States Constitution;
- (d) issue orders related to the relief provided for in the Settlement Agreement, including distribution of the Vouchers, payment of Plaintiff’s Individual Settlement Awards, and payment of Class Counsel’s fees and costs;
- (e) incorporate the releases set forth in the Settlement Agreement;
- (f) dismiss the Action with prejudice; and
- (g) retain jurisdiction over the Action and the Parties relating to the administration, consummation, and/or enforcement of the Agreement and/or the Final Order and Judgment, and for any other necessary purpose.

**3.11 Judgment and Enforcement.** The Parties agree that should the Court grant final approval of the proposed Settlement and enter Judgment, the Judgment shall include a provision for the retention of the Court’s jurisdiction over the Parties to enforce the terms of this Settlement Agreement.

#### **4. Nullification of Settlement Agreement.**

**4.1 Resident Home Right to Revoke.** Resident Home has the right in its sole and exclusive discretion to terminate and withdraw from the Settlement at any time prior to the Fairness Hearing if: (i) the Court makes an order inconsistent with any of the terms of this Settlement Agreement (except for an order reducing the Class Counsel’s award of attorneys’ fees and costs or the Individual Settlement Awards); or (ii) any court following the signing of this Settlement Agreement, but before the Fairness Hearing, certifies, whether on a conditional basis or not, a class, collective, or representative action involving a claim described in the Action by potential class members covered by this Settlement; or (iii) more than one thousand (1000) Class Members timely and validly opt out of the Settlement; or (iv) Plaintiff breaches the Settlement Agreement.

**4.2 Effect of Agreement if Settlement Is Not Approved.** In the event the Court denies preliminary approval of the Settlement Agreement, the Parties will work cooperatively and in good faith to address any concerns raised by the Court so that the preliminary approval will be granted. With that understanding, this Settlement Agreement was entered into only for the purpose of

Settlement. If any of the following events occur, and cannot be cured by the Parties working in good faith to address any concerns raised by the Court, then this Settlement Agreement shall be deemed null and void *ab initio* and the Parties shall be deemed restored to their respective *positions status quo ante*, and as if this Settlement Agreement was never executed: (i) Resident Home invokes its right to revoke pursuant to Section 4.1 above; (ii) the Court conditions its approval of either the Preliminary Approval Order or the Final Approval Order and Judgment on any modifications of this Settlement Agreement that are not acceptable to all Parties; (iii) the Court does not approve the Settlement or enter the Final Approval Order and Judgment; or (iv) the Final Settlement Date does not occur for any reason. If any of the afore-described events occurs, then: (i) the Preliminary Approval Order and all of its provisions will be vacated by its own terms, including, but not limited to, vacating conditional certification of the Class, conditional appointment of Named Plaintiff as Class representative, and conditional appointment of Plaintiff's Counsel as Class Counsel; (ii) the Action will revert to the status that existed before Named Plaintiff filed her motion for approval of the Preliminary Approval Order; (iii) Plaintiff's Counsel shall take any and all reasonable steps for the matter to be litigated in federal court rather than state court, including, as necessary, voluntarily dismissing and re-filing the Complaint in federal court or waiving objections to the timeliness of removal; (iv) Resident Home shall retain the right to enforce its arbitration terms against Plaintiff to require individual arbitrations; and (v) no term or draft of this Settlement Agreement, or any part of the Parties' Settlement discussions, negotiations or documentation will have any effect, or be admissible into evidence, for any purpose in the Action or any other proceeding. If the Court does not approve the Settlement or enter the Final Approval Order and Judgment for any reason, or if the Final Settlement Date does not occur for any reason, Resident Home shall retain all its rights to object to the maintenance of the Action as a class action and to enforce its arbitration terms, and nothing in this Settlement Agreement, or other papers or proceedings related to the Settlement, shall be used as evidence or argument by any Party concerning whether the Action may properly be maintained as a class action or other form of litigation.

## 5. ADDITIONAL PROVISIONS.

**5.1 No Publicity.** Plaintiff and Class Counsel shall not publicly disparage Defendant, any affiliate of Defendant, or Defendant's Counsel, and shall not directly or indirectly issue any press release, solicit any media inquiries, advertise on their or any other website or otherwise conduct any marketing or publicity efforts, or initiate any contact with Class Members or the public regarding the Settlement, the State Court Action, or the Action. If, after the motion for preliminary approval has been publicly filed, Plaintiff or Class Counsel receives any inquiry from the press regarding this Settlement, they shall make no comment other than to say that the "litigation has been settled to the mutual satisfaction of the Parties." For purposes of this paragraph, the press shall be defined broadly and shall include online news outlets, traditional news outlets (print, radio, and television), blogs, and social media news outlets. Nothing in this paragraph shall prohibit Plaintiff and Class Counsel from submitting relevant testimony, exhibits, documents, argument and other evidence at the Fairness Hearing.

**5.2 Change of Time Periods.** All time periods and dates described in this Settlement Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Class.

**5.3 Fair, Adequate, and Reasonable Settlement.** The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement in arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement was reached after Plaintiff's factual investigation and extensive negotiations, including a full day mediation session conducted with the assistance of JAMS Mediator Hon. Edward A. Infante (Ret.).

**5.4 Real Parties in Interest.** In executing this Settlement Agreement, the Parties warrant and represent that, except as provided herein, neither Class Released Claims nor any part thereof have been assigned, granted, or transferred in any way to any other person, firm, or entity.

**5.5 Voluntary Agreement.** This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

**5.6 Binding on Successors.** This Settlement Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

**5.7 Parties Represented by Counsel.** The Parties hereby acknowledge that they have been represented in negotiations for, and in the preparation of, this Settlement Agreement by independent counsel of their own choosing, that they have read this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of its legal effect.

**5.8 Authorization.** Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the Class Released Claims and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

**5.9 Entire Agreement.** This Settlement Agreement and attached exhibits contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Action. This Settlement Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Settlement Agreement.

**5.10 Construction and Interpretation.** Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. This Settlement Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

**5.11 Headings and Formatting of Definitions.** The various headings used in this Settlement Agreement are solely for the convenience of the Parties and shall not be used to interpret this Settlement Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

**5.12 Exhibits.** The exhibits to this Settlement Agreement are integral parts of the Settlement Agreement and Settlement and are hereby incorporated and made a part of this Settlement Agreement as though fully set forth in the Settlement Agreement.

**5.13 Modifications and Amendments.** No amendment, change, or modification of this Settlement Agreement or any part thereof shall be valid unless in writing signed by the Parties or their counsel.

**5.14 Governing Law.** This Agreement is entered into in accordance with the laws of the State of California and shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflict of law principles.

**5.15 Further Assurances.** Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto.

**5.16 Agreement Constitutes a Complete Defense.** To the extent permitted by law, this Settlement Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Settlement Agreement.

**5.17 Execution Date.** This Settlement Agreement shall be deemed executed upon the last date of execution by all of the undersigned.

**5.18 Continuing Jurisdiction.** On and after the Final Settlement Date, the Court shall retain jurisdiction over the interpretation, effectuation, and implementation of this Settlement Agreement.

**5.19 Counterparts.** This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement may be treated as originals.

**5.20 Recitals.** The Recitals are incorporated by this reference and are part of the Settlement Agreement.

**5.21 Inadmissibility.** This Settlement Agreement (whether approved or not approved, revoked, or made ineffective for any reason) and any proceedings or discussions related to this Settlement Agreement are inadmissible as evidence of any liability or wrongdoing whatsoever in any court or tribunal in any state, territory, or jurisdiction. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Settlement Agreement and the binding effect of the Final Order and Judgment.

**5.22 No Conflict Intended.** Any inconsistency between this Settlement Agreement and the attached exhibits will be resolved in favor of this Settlement Agreement.

**5.23 Disposal of the Class List.** Within six (6) months after the Final Settlement Date and completion of the administration, or in the event the Settlement is terminated pursuant to Section 4, after providing Class Counsel at least ten (10) calendar days advance notice of its invocation of this section, all originals, copies, documents, transcriptions, iterations, or drafts of the contact information for Class Members or any portion thereof shall be returned to Resident Home by the Claims Administrator.

**5.24 Notices.** Any notice, instruction, application for Court approval or application for Court orders sought in connection with the Settlement Agreement or other document to be given by any Party to any other Party in connection therewith, shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Resident Home, to the attention of Resident Home’s Counsel, and if to Class Members, to the attention of Class Counsel on their behalf.

CLASS COUNSEL	RESIDENT HOME’S COUNSEL
Matthew C. Wolf, Esq. TURNER HENNINGSEN WOLF & VANDENBERG LLP 707 Wilshire Boulevard, Suite 3700 Los Angeles, CA 90017	Stephanie A. Sheridan, Esq. Megan B. Brooks, Esq. Christopher Stretch, Esq. <del>BENESCH, FRIEDLANDER, COPLAN &amp;                      ARONOFF LLP</del> <del>100 Pine Street, Suite 3100</del> <del>San Francisco, CA 94111</del>

Ballard Spahr LLP  
 71 Stevenson Street,  
 Suite 400  
 San Francisco, CA  
 94105

**5.25 List of Exhibits:** The following exhibits are attached to this Settlement Agreement:

- Exhibit A: [Proposed] Preliminary Approval and Provisional Class Certification Order
- Exhibit B: Full Notice
- Exhibit C: Email Notice
- Exhibit D: Claim Form
- Exhibit E: [Proposed] Order Granting Final Approval of Class Settlement
- Exhibit F: [Proposed] Final Judgment

**IN WITNESS WHEREOF**, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED.

Dated: 2/2/2026

Signed by:  
  
 \_\_\_\_\_  
 REGINA MOLLOY

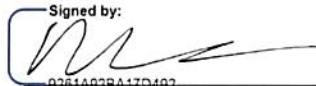
Dated: 2/23/2021

  
RESIDENT HOME, LLC

By: Stephen L. Collins  
Title: Chief Legal & Admin Officer

**CLASS COUNSEL:**

Dated: 2/2/2026

Signed by:  
  
0261A038A17D402  
Matthew Wolf, Esq.  
TURNER HENNINGSEN WOLF &  
VANDENBURG LLP

**DEFENDANT'S COUNSEL:**

Dated: \_\_\_\_\_

Meegan Brooks, Esq.  
~~BENESCH, FRIEDLANDER, COPLAN &  
ARONOFF LLP~~

BALLARD SPAHR LLP

Dated: \_\_\_\_\_

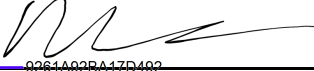
\_\_\_\_\_  
RESIDENT HOME, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CLASS COUNSEL:**

Dated: 2/2/2026  
\_\_\_\_\_

Signed by:  


\_\_\_\_\_  
Matthew Wolf, Esq.  
TURNER HENNINGSEN WOLF &  
VANDENBURG LLP

**DEFENDANT'S COUNSEL:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Meegan Brooks, Esq.  
~~BENESCH, FRIEDLANDER, COPLAN &  
ARONOFF LLP~~

BALLARD SPAHR LLP

Dated: \_\_\_\_\_

\_\_\_\_\_  
RESIDENT HOME, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

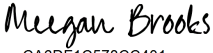
**CLASS COUNSEL:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Matthew Wolf, Esq.  
TURNER HENNINGSEN WOLF &  
VANDENBURG LLP

**DEFENDANT'S COUNSEL:**

Dated: 2/20/2026  
\_\_\_\_\_

Signed by:  
  
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\_\_\_\_\_  
Megan Brooks, Esq.  
BALLARD SPAHR LLP

# Exhibit A

1 Matthew C. Wolf (SBN 223051)  
 Lauren VanDenburg (SBN 299957)  
 2 TURNER HENNINGSEN WOLF & VANDENBURG, LLP  
 3 707 Wilshire Boulevard, Suite 3700  
 Los Angeles, California 90017  
 4 Tel: 323-653-3900  
 Fax: 323-653-3021  
 5 mwolf@thwvlaw.com;  
 lvandenburg@thwvlaw.com;  
 6

7 Attorneys for Plaintiff  
 Regina Molloy  
 8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 10 **FOR THE COUNTY OF SAN DIEGO**  
 11

12 REGINA MOLLOY, an individual, on behalf  
 13 of herself and all others similarly situated,

14 Plaintiff,

15 vs.

16 RESIDENT HOME, LLC,

17 Defendant.  
 18  
 19

Case No.: 25CU057416N

**[PROPOSED] ORDER GRANTING  
 PRELIMINARY APPROVAL OF CLASS  
 ACTION SETTLEMENT**

Hearing Date:  
 Hearing Time:  
 Dept: N-27

Complaint Filed: October 23, 2025

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1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

2 The Motion for Preliminary Approval of Class Action Settlement came before this Court,  
3 the Honorable Cynthia Freeland presiding, on [REDACTED]. The Court having considered the  
4 papers submitted in support of the Motion, HERBEY ORDERS THE FOLLOWING:

5 1. Capitalized terms shall have the definitions set forth in the Settlement Agreement  
6 entered into between the Parties.

7 2. The Settlement, including the Full Notice, Email Notice and Claim Form, attached  
8 to the Settlement Agreement as Exhibits B through D, are preliminarily approved.

9 3. The following Class is conditionally certified for purposes of settlement only: All  
10 persons in the United States, who, as reflected in Defendant’s records, purchased during the Class  
11 Period one or more products at a price advertised as a discount from a higher reference price from  
12 Siena, Nectar, DreamCloud, CloverLane, or Awara, and who have not received a refund or credit  
13 for their purchase(s). Excluded from the Class is Resident Home’s Counsel, Resident Home’s  
14 officers, directors, and employees, and the judge presiding over the Action.

15 4. The Court grants preliminary approval of the distribution to the email address on  
16 each Class Members’ Claim Form of a \$30.00 Voucher upon the terms set forth in the Settlement  
17 Agreement filed herewith and finds that the Class Members meet the requirements for conditional  
18 certification for settlement purposes only under California Code of Civil Procedure section 382.6.  
19 The Settlement appears to be fair, adequate and reasonable to the Class Members.

20 5. Plaintiff Regina Molloy is conditionally approved as the class representative for the  
21 Class Members.

22 6. Plaintiff’s Counsel (Matthew Wolf of Turner Henningsen Wolf & Vandenburg,  
23 LLP) is conditionally approved as Class Counsel for the Class Members.

24 7. A Fairness Hearing on the question of whether the Settlement, attorneys’ fees and  
25 costs to Class Counsel, and, if Plaintiff moves for a Class Representative Service Payment, the  
26 amount of any such request, as fair, reasonable and adequate as to the Class Members is scheduled  
27 in Department N-27 on the date and time set forth below.

28 8. The notice and administration expenses, which are estimated to be up to \$ [REDACTED],

1 and to be paid by Defendant to the Administrator as further provided in the Settlement Agreement,  
2 are hereby conditionally approved.

3 9. The Court approves, as to form and content, the Full Notice and Email Notice in  
4 substantially the form(s) attached to the Declaration of Matthew Wolf submitted in conjunction  
5 with the Motion and attached as Exhibits B and C to the Settlement Agreement, as applicable. The  
6 Court approves the procedures for Class Members to participate in, to request exclusion from, and  
7 to object to the Settlement as set forth in the Full Notice and Settlement Agreement.

8 10. The Court directs the provision of Email Notice in accordance with the terms of the  
9 Settlement Agreement and as summarized in the schedule set forth in below. The Court finds the  
10 dates selected for the distribution of the Class Notice, as set forth in the Settlement Agreement and  
11 the schedule set forth below, meet the requirements of due process and provide the best notice  
12 practicable under the circumstances and shall constitute due and sufficient notice to all persons  
13 entitled thereto.

14 11. Any Class Member may choose to opt-out of and be excluded from the Class, as  
15 provided in the Settlement Agreement, by following the instructions for requesting exclusion from  
16 the Class that are set forth in the Class Notice and Settlement Agreement. Any such person who  
17 chooses to opt-out of and be excluded from the Class will not be entitled to any recovery under the  
18 Settlement and will not be bound by the Settlement or have any right to object, appeal, or  
19 comment thereon. Any Request for Exclusion be signed by each such person opting out. Class  
20 Members who have not requested exclusion shall be bound by all determinations of the Court, the  
21 Settlement, and Judgment.

22 12. Only Class Members who have not requested exclusion may object to the  
23 Settlement. Class Members may object in writing, provided that they do so by filing their  
24 objections with the Court and sending a copy to the Administrator, by fax, email, or mail, no later  
25 than the Response Deadline. Any written objections must contain: (i) the Class Member's full  
26 name; and (ii) attested facts supporting the person's status as a Class Member. In the alternative,  
27 any Class Member may appear in Court (or hire at their personal expense an attorney to appear in  
28 Court) at the Fairness Hearing to present oral objections. If the objecting Class Member (or the

1 objecting Class Member’s counsel) intends to request the Court to allow the Class Member to call  
2 witnesses at the Fairness Hearing, they must file and serve on Class Counsel and Defense Counsel  
3 a list of any such witnesses and a summary of each witness’s expected testimony.

4 13. The Settlement is not a concession or admission, and shall not be used against  
5 Defendant or any of the Released Parties as an admission or indication with respect to any claim  
6 of any fault or omission by Defendant, or any of the Released Parties. Whether or not the  
7 Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding,  
8 or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be:

9 a. Construed as, offered or admitted in evidence as, received as or deemed to be  
10 evidence for any purpose adverse to the Released Parties, including, but not limited to,  
11 evidence of a presumption, concession, indication, or admission by Defendant or any of  
12 the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage;  
13 or

14 b. Disclosed, referred to, or offered or received in evidence against Defendant or any of  
15 the Released Parties in any further proceeding in the Action, or in any other civil, criminal,  
16 or administrative action or proceeding, except for purposes of settling the Action pursuant  
17 to the Settlement.

18 16. In the event the Settlement does not become effective in accordance with the terms  
19 of the Settlement, or the Settlement is not finally approved, or is terminated, canceled or fails to  
20 become effective for any reason, this Order shall be rendered null and void and shall be vacated,  
21 and the Parties shall revert to their respective positions as of before entering into the Stipulation.

22 17. All pretrial proceedings and deadlines are stayed and suspended until further notice  
23 from the Court, except for such actions as are necessary to implement the Settlement Agreement  
24 and this Order.

25 18. The Court orders the following schedule for further proceedings:  
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<p>Deadline for Claims Administrator to Provide Notice to Class Members:</p>	<p>_____</p> <p>[30 days after entry of Preliminary Approval Order]</p>
<p>Claim, Objection, Exclusion Deadline:</p>	<p>_____</p> <p>[90 days after entry of Preliminary Approval Order]</p>
<p>Deadline for Class Counsel to file Motion for Attorneys' Fees, Costs and Class Representative Service Payment:</p>	<p>_____</p> <p>[10 calendar days before the Fairness Hearing]</p>
<p>Deadline for Claims Administrator to Provide Declaration Detailing Distribution of Class Notice/Opt Outs/Objections:</p>	<p>_____</p> <p>[10 calendar days before the Fairness Hearing]</p>
<p>Deadline to Submit Any Responses to Objections:</p>	<p>_____</p> <p>[10 calendar days before the Fairness Hearing]</p>
<p>Fairness Hearing Date and Time:</p>	<p>_____</p>

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_, 2026

BY \_\_\_\_\_  
Hon. Cynthia Freeland  
Superior Court Judge

# Exhibit B

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

REGINA MOLLOY, an individual, on behalf  
of herself and all others similarly situated,

Plaintiff,

vs.

RESIDENT HOME, LLC,

Defendant.

Case No.: 25CU057416N

**NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT**

**I. WHY DID I RECEIVE NOTICE OF A PROPOSED SETTLEMENT?**

Our records indicate that you purchased a product between March 1, 2021 and [date of preliminary approval], 2026 at a price advertised as a discount from a higher reference price from Siena, Nectar, DreamCloud, CloverLane, or Awara. As such, you have been identified as a potential member of a Class and are included in a proposed class action settlement. This Notice explains that the Superior Court of the State of California, County of San Diego has granted preliminary approval of a settlement that may affect you. You have legal rights and options that you may exercise at this time, so please read this Notice carefully.

**II. WHAT IS THIS CLASS ACTION ABOUT?**

On March 10, 2025, Plaintiff Regina Molloy filed a class action lawsuit against Resident Home, LLC captioned *Regina Molloy v. Resident Home, LLC*, Case No. 25STCV06804 (Sup. Ct. Cal. L.A. Cnty). On April 23, 2025, the case was removed to the Central District of California, as *Regina Molloy v. Resident Home, LLC*, Case No. 2:25-cv-03524-AH-JPRx (C.D. Cal.) (the “Federal Court Action”), asserting false and/or deceptive advertising claims relating to Defendant’s alleged discounts on merchandise on its e-commerce websites: sienasleep.com (“Siena”), nectarsleep.com (“Nectar”), dreamcloudsleep.com (“DreamCloud”), cloverlane.com (“CloverLane”), and awarasleep.com (“Awara”). Plaintiff re-filed her claims in this Action. Plaintiff alleges that Defendant’s conduct violated California’s Unfair Competition Law (Cal. Bus. & Prof. Code. §§ 17200 & 17500, *et seq.*) and the Consumer Legal Remedies Act (Cal. Civ. C. §1750, *et seq.*).

Resident Home denies all of the claims and allegations in the Action any wrongdoing, and any liability whatsoever. Resident Home specifically denies that it has violated any consumer protection statute or deceptive trade practices statute, and further denies any wrongdoing or

liability whatsoever, including that Plaintiff, or any other person or entity, has suffered any harm, monetary or otherwise, as a result of any of the allegations in the Complaint; and Resident Home also contends that Plaintiff and any others upon whose behalf Plaintiff seeks or sought to bring a potential action are not entitled to any monetary recovery, restitution, injunctive relief, or any other form of relief, and other than for Settlement purposes, that this Action is appropriate for certification as a class action.

The Court has not determined whether Plaintiff's claims and allegations have any merit. Instead, after good-faith negotiations and for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of the Action, Plaintiff on behalf of the Class and Resident Home have agreed to settle the Action and all claims therein. Resident Home will provide Class Members who submit a valid Claim Form with a Voucher good for thirty dollars (\$30.00) off a single purchase (no minimum purchase) redeemable on one or more retail websites operated by Resident Home and/or its affiliates or designee.. A classwide settlement avoids the costs and risk of a trial, and members of the Class (those similarly situated to Plaintiff) can receive the available benefits provided by the proposed Settlement. Plaintiff and Class Counsel, who are attorneys appointed to represent the interests of the Settlement Class, believe the proposed settlement is in the best interest of the Settlement Class.

### **III. WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?**

You are included as a Class Member if you fall within the following definition: "All persons in the United States, who, as reflected in Defendant's records, purchased during the Class Period one or more products at a price advertised as a discount from a higher reference price from Siena, Nectar, DreamCloud, CloverLane, or Awara, and who have not received a refund or credit for their purchase(s). Excluded from the Class is Resident Home's Counsel, Resident Home's officers, directors, and employees, and the judge presiding over the Action." The Class Period means the dates from March 1, 2021 to [date of preliminary approval], 2026.

### **IV. WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?**

**Settlement Payments:** Pursuant to the Settlement Agreement, Resident Home has agreed to distribute to Class Members who timely submit a Claim Form a Voucher good for thirty dollars (\$30.00) off a single purchase (no minimum purchase) redeemable on one or more retail websites operated by Resident Home and/or its affiliates or designee. A Claims Administrator has been appointed to administer the Settlement. Vouchers will expire nine months from the date of distribution, will not be replaced if lost or stolen, must be used in a single purchase, and will have no residual value if the amount redeemed is less than the Voucher amount. Class Counsel may also petition the Court for attorneys' fees, costs and an Individual Settlement Award for Named Plaintiff in accordance with Sections 2.3 and 2.4 of the Settlement Agreement.

**Release of Claims:** If you do not exclude yourself from the Settlement (according to the procedures explained below), you will fully and finally release all claims against Resident Home and the other Released Parties described in the Settlement Agreement arising out of, or relating to, any of the acts, omissions or other conduct by Resident Home relating to the advertising,

marketing, or display of promotions, discounts, prices, savings, etc. by Siena, Nectar, DreamCloud, CloverLane, or Awara, or that otherwise has been, or could have been, alleged or otherwise referred to in the Complaint.

**V. WHAT ARE MY OPTIONS?**

**A. You May Accept Your Share of the Settlement by Submitting a Claim Form**

Any Settlement Class Member who wishes to participate in the Settlement and receive a Voucher must submit a valid Claim Form with the Administrator online at the Settlement Website or via mail. A claim form may be mailed to you at your address. It is also available online at <<Settlement Website>>.

The Claim Form must be submitted electronically on the Settlement Website or postmarked on or before [redacted], 2026. Claim Forms submitted via mail must be sent to the following address:

<< Administrator Address >>  
<<>>  
<<>>  
<<>>

If you file a valid, timely, and complete Claim Form, you will receive a Voucher, be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and be considered to have released the claims against Resident Home and the other Released Parties described in the Settlement Agreement.

Please note that it is your obligation to keep the Administrator informed of any changes in your email address until your Voucher(s), if any, are received, should final approval of the Settlement be granted. Changing your email address and not letting the Administrator know may prevent you from receiving your Voucher.

**B. You May Exclude Yourself from the Settlement**

Any Class Member who does not wish to participate in the Settlement and instead wishes to be excluded from the Settlement and any final judgment that may be entered by the Court, must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than [redacted], 2026. Requests for Exclusion submitted via mail must be sent to the following address:

<< Administrator Address >>  
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<<>>

The Request for Exclusion must state unequivocally in writing that you are requesting to exclude yourself from the Settlement (identifying the Action by name and case number (e.g., *Molloy v. Resident Home LLC*, Case No. 25CU057416N)) and must include your name, address, telephone number, email, and original signature. A Class Member who properly submits a valid and timely

Request for Exclusion from the Settlement: (1) will not receive any payment of any kind in connection with this Settlement; (2) will not be bound by or receive any benefit of this Settlement; (3) will have no right to object to the Settlement or be heard at any hearing scheduled for the Court’s consideration of the Settlement; and (4) may at their own expense individually pursue any claims he or she may have against Resident Home.

**C. You May Object to the Settlement**

Any Class Member who does not request to be excluded from the Settlement may, if the person wishes, object to the terms of the Settlement before final Court approval by filing a written objection with the Court and providing a copy to the Administrator, Class Counsel, and Counsel for Resident Home no later than [redacted], 2026. If the Court rejects your objection, however, you will still be bound by the terms of the Settlement.

To object, you **must** file the objection with the Superior Court of the State of California, County of San Diego electronically.

You **must** also provide copies to Class Counsel, Counsel for Resident Home, and the Administrator:

<<Administrator Address>>  
<<>>  
<<>>  
<<>>

Class Counsel:

Matthew C. Wolf, Esq.  
TURNER HENNINGSEN WOLF & VANDENBERG LLP  
707 Wilshire Boulevard, Suite 3700  
Los Angeles, CA 90017

Counsel for Resident Home:

Stephanie A. Sheridan, Esq.  
Meegan B. Brooks, Esq.  
Christopher Stretch, Esq.  
BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP  
100 Pine Street, Suite 3100 San Francisco, CA 94111

Any written objection must bear an original signature and state: (1) the objecting Class Member’s full name, current address, and telephone number; (2) attested facts supporting the person’s status as a Class Member; (3) the reasons for the objection (with any documents supporting the objection attached to such written objection); and (4) if the objecting Class Member intends to call witnesses at the Fairness Hearing an identification of those witnesses and a summary of each witness’s expected testimony. To be valid and effective, the Court, Class Counsel, counsel for Resident Home, and the Administrator must receive any written objection no later than [redacted],

2026. If the Court denies your objection, you will be bound by any judgment with respect to the Settlement, and you will release Resident Home and the other Released Parties from legal claims as described above and in the Settlement Agreement on file with the Court and available here -- <<Settlement Website>>.

**D. You Can Do Nothing**

If you do nothing in response to this Notice, you will NOT receive any Voucher, but you will be bound by any judgment entered with respect to the Settlement, and you will release Resident Home and the other Released Parties from legal claims as explained above and in the Settlement Agreement.

**VI. FINAL SETTLEMENT APPROVAL AND FAIRNESS HEARING**

The Court will hold a Fairness Hearing on [REDACTED], 2026, at [REDACTED] PST in Dept. N-27 of the Superior Court of the State of California, County of San Diego, located at 325 South Melrose Dr., Vista, CA 92081 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate, including the Named Plaintiff's Individual Settlement Award, Class Counsel's Attorneys' Fees and Costs, the payment to the Administrator of settlement administration costs, and the payments to the Class Members.

The hearing may be continued without further notice to the Settlement Class. **It is not necessary for you to appear at this hearing, but you may appear and be heard at the hearing at your option.**

**VII. ADDITIONAL INFORMATION**

This Notice contains a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, please refer to the Settlement Agreement which is on file with the Court and available online here <<Settlement Website>>. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined during regular business hours at the Office of the Clerk of the Superior Court of the State of California, County of San Diego, located at 325 South Melrose Dr., Vista, CA 92081.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. ANY QUESTIONS SHOULD BE DIRECTED TO CLASS COUNSEL OR THE ADMINISTRATOR LISTED ABOVE.**

**APPROVED BY ORDER OF THE SUPERIOR COURT**

# Exhibit C

**LEGAL NOTICE OF PENDENCY OF PROPOSED CLASS ACTION SETTLEMENT**

**YOU MAY BE ELIGIBLE FOR A PAYMENT FROM A CLASS ACTION SETTLEMENT**

**Class Member ID:** <<Refnum>>  
<<First Name>> <<Last Name>>  
<<Address1>>  
<<Address2>>  
<<City>>, <<State>>, <<Zip>>  
<<Email address>>

Subject to Court approval, a settlement has been reached in the class action lawsuit *Regina Mollow v. Resident Home, LLC*, Case 25CU057416N (the “Action”). The Action alleges that Resident Home, LLC (“Resident Home”) advertised its products using false and/or deceptive advertising claims relating to discounts on its e-commerce websites: sienasleep.com (“Siena”), nectarsleep.com (“Nectar”), dreamcloudsleep.com (“DreamCloud”), cloverlane.com (“CloverLane”), and awarasleep.com (“Awara”). Plaintiff alleges that Defendant’s conduct violated California’s Unfair Competition Law (Cal. Bus. & Prof. Code. §§ 17200 & 17500, et seq.) and the Consumer Legal Remedies Act (Cal. Civ. C. §1750, et seq.). Resident Home denies all of the claims and allegations in the Action, any wrongdoing, and any liability whatsoever. Resident Home further denies that any Class Members are entitled to any relief and, other than for Settlement purposes, that this Action is appropriate for certification as a class action. The Court has not ruled on the merits of the claims or made any determination of liability.

Under the proposed Settlement, Resident Home agrees to distribute to Class Members who timely submit a valid Claim Form a Voucher good for 30.00 off a single purchase (no minimum purchase) redeemable on one or more retail websites operated by Resident Home and/or its affiliates or designee. **Am I a Settlement Class Member?** You are included as a Class Member if you fall within the following definition: “All persons in the United States, who, as reflected in Defendant’s records, purchased during the Class Period one or more products at a price advertised as a discount from a higher reference price from Siena, Nectar, DreamCloud, CloverLane, or Awara, and who have not received a refund or credit for their purchase(s). Excluded from the Class is Resident Home’s Counsel, Resident Home’s officers, directors, and employees, and the judge presiding over the Action.” The Class Period means the dates from March 1, 2021 to [date of preliminary approval], 2026.

**How do I get a payment?** If you are a Settlement Class Member and want to receive a payment as part of the settlement, you need to complete and submit a Claim Form, enclosed below or available at <<Settlement Website>>. Your valid and complete Claim Form must be postmarked or submitted through the Settlement Website no later than [redacted], 2026. After the Court grants final approval of the Settlement, you will then receive an email with a \$30 Voucher usable on one or more retail websites operated by Resident Home and/or its affiliates or designee..

**Failure to timely submit a valid Claim Form will make you a Class Member and bind you to the terms of the Settlement Agreement, but will also forfeit your right to claim your portion of the Settlement funds.**

**What are my rights?** If you do not want to be legally bound by the Settlement, you must exclude yourself from the Class by opting out. **The deadline to exclude yourself is [redacted], 2026. If you exclude yourself from the Class, or fail to timely submit a valid Claim Form, you will not receive any money from the settlement.** If you do not exclude yourself, you will fully and finally

release any and all claims against Resident Home and the other Released Parties described in the Settlement Agreement concerning claims alleged in the Action. The Settlement Agreement is on file with the Court and can be viewed at <<settlement website>>.

**If you do not exclude yourself and remain in the Class, you may object to the settlement by \_\_\_\_\_, 2026.** Section 3.8 (“Objections”) of the Settlement Agreement describes in detail the steps you must take to object to the settlement. The Court will hold a Fairness Hearing on \_\_\_\_\_, 2026, to consider whether to approve the settlement.

**For more information about the settlement, including your legal options and rights to exclude yourself or object to the Settlement, visit <<settlement website>> or call <<number>.**

# Exhibit D

The DEADLINE to submit or mail this Claim Form is: [redacted], 2026

MOLLOY v. RESIDENT HOME, LLC  
Case No. 25CU057416N

**CLAIM FORM**

**If you purchased one or more products at a price advertised as a discount from a higher reference price from Siena, Nectar, DreamCloud, CloverLane, or Awara from March 1, 2021 to [redacted], 2026, you may be entitled to a payment from a class action settlement.**

*A California Superior Court authorized this notice.  
This is not a solicitation from a lawyer.*

File your Claim on or before [redacted], 2026 at <<Settlement Website>> or via U.S. Mail to the Administrator at:

<<Administrator address>>  
<< >>  
<< >>  
<< >>

You may be eligible for a payment from this class action settlement. To complete this Claim Form, submit it online or sign and date the form and mail it by [redacted], 2026.

Class Member ID: \_\_\_\_\_ [from Email Notice]

**CLASS MEMBER NAME AND CONTACT INFORMATION:**

<<First Name>> <<Last Name>>  
<<Address 1>>  
<<Address 2>>  
<<City>>, <<State>> <<Zip>>  
<<Email>>  
<<Phone Number>>

Between March 1, 2021, and [redacted], 2026, I made one or more purchases of items on sienasleep.com, nectarsleep.com, dreamcloudsleep.com, cloverlane.com, or awarasleep.com that was advertised at a discount from a stated higher reference price.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
MM/DD/YYYY

Mail or submit this Claim Form on or before [redacted], 2026.

# Exhibit E

1 Matthew C. Wolf (SBN 223051)  
 Lauren VanDenburg (SBN 299957)  
 2 TURNER HENNINGSEN WOLF & VANDENBURG, LLP  
 3 707 Wilshire Boulevard, Suite 3700  
 Los Angeles, California 90017  
 4 Tel: 323-653-3900  
 Fax: 323-653-3021  
 5 mwolf@thwvlaw.com;  
 lvandenburg@thwvlaw.com;  
 6

7 Attorneys for Plaintiff  
 Regina Molloy  
 8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 10 **FOR THE COUNTY OF SAN DIEGO**  
 11

12 REGINA MOLLOY, an individual, on behalf  
 13 of herself and all others similarly situated,

14 Plaintiff,

15 vs.

16 RESIDENT HOME, LLC,

17 Defendant.  
 18  
 19

Case No.: 25CU057416N

**[PROPOSED] ORDER GRANTING  
 FINAL APPROVAL OF CLASS ACTION  
 SETTLEMENT**

Hearing Date:  
 Hearing Time:  
 Dept: N-27

Complaint Filed: October 23, 2025

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

2 The Motion for Final Approval of Class Action Settlement came before this Court, the  
3 Honorable Cynthia Freeland presiding, on [REDACTED]. The Court having considered the papers  
4 submitted in support of the Motion, HERBEY ORDERS THE FOLLOWING:

5 1. Capitalized terms shall have the definitions set forth in the Settlement Agreement  
6 entered into between the Parties.

7 2. Class Notice was provided in accordance with the Court's Preliminary Approval  
8 Order and Settlement Agreement. Said Class Notice constituted the best notice practicable under  
9 the circumstances to all persons and entities within the definition of the Class, provided sufficient  
10 notice of Class Counsel's request for attorneys' fees and costs and the Class Representative Award;  
11 constituted and satisfied due process; and constituted sufficient notice to all persons entitled thereto.

12 3. The following Class is finally certified for purposes of settlement only: All persons  
13 in the United States, who, as reflected in Defendant's records, purchased during the Class Period  
14 (March 1, 2021 to the date of this Order) one or more products at a price advertised as a discount  
15 from a higher reference price from Siena, Nectar, DreamCloud, CloverLane, or Awara, and who  
16 have not received a refund or credit for their purchase(s). Excluded from the Class is Resident  
17 Home's Counsel, Resident Home's officers, directors, and employees, and the judge presiding over  
18 the Action.

19 4. The Court finds that the Class Members meet the requirements for final certification  
20 for settlement purposes only under California Code of Civil Procedure section 382.6. The Settlement  
21 appears to be fair, adequate and reasonable to the Class Members.

22 5. The appointment of Plaintiff Regina Molloy as the class representative for the Class  
23 Members is hereby confirmed.

24 6. The appointment of Plaintiff's Counsel (Matthew Wolf of Turner Henningsen Wolf  
25 & Vandenburg, LLP) as Class Counsel for the Class Members is hereby confirmed. The Settlement  
26 Administrator shall in good faith continue to administer the settlement as set forth in the Settlement  
27 Agreement.

28 7. The appointment of \_\_\_\_\_ as the Settlement Administrator is hereby confirmed.

1           8.       In accordance with the terms of the Settlement Agreement, Resident Home shall  
2 distribute to the email address on each Class Members' Claim Form a \$30.00 Voucher.

3           9.       In accordance with the terms of the Settlement Agreement, Resident Home shall  
4 transfer \$ \_\_\_\_\_ (the amount awarded by the Court for Class Counsel's Fees and Costs  
5 Award) to Class Counsel. Resident Home shall also transfer \$2,500.00 to Class Counsel, which is  
6 to be distributed to Plaintiff Regina Molloy as an Individual Settlement Award in the amount  
7 specified in the Settlement Agreement.

8           10.      As of the Effective Date, all Class Members who did not opt-out shall, as set forth in  
9 the Settlement Agreement, be barred from bringing or prosecuting, in any capacity, any action or  
10 proceeding that involves or asserts any of the Class Released Claims against any Released Parties  
11 and shall conclusively be deemed to have released and forever discharged the Released Parties from  
12 all released claims. The released claims do not extend to claims arising after [REDACTED], 2026, the  
13 date on which the Court preliminarily approved this Settlement.

14           11.      Notwithstanding the foregoing, this Order, and the Final Judgment to be entered  
15 separately, do not dismiss any claims that have been or may be asserted in the future by any persons  
16 or entities who have validly and timely requested exclusion from the Class as provided in the  
17 Settlement Agreement. A list of persons and entities who validly and timely requested exclusion is  
18 on file with this Court.

19           12.      The Settlement Agreement, this Order, and the Final Judgment to be entered  
20 separately are not admissions of liability or fault by Resident Home or the Released Parties, or a  
21 finding of the validity of any claims in the Lawsuit or of any wrongdoing or violation of law by  
22 Resident Home or the Released Parties. The Settlement Agreement and settlement are not a  
23 concession by the Parties, and to the extent permitted by law, neither the Settlement Agreement, nor  
24 this Order, nor the Final Judgment, nor any of their terms or provisions, nor any of the negotiations  
25 or proceedings connected with the settlement, shall be offered as evidence or received in evidence  
26 in any pending or future civil, criminal, or administrative action or proceeding to establish any  
27 liability of, or admission by, Resident Home, the Released Parties, or any of them. Notwithstanding  
28 the foregoing, nothing in this Order shall be interpreted to prohibit the use of the Final Judgment in

1 a proceeding to consummate or enforce the Settlement Agreement or Final Judgment, or to defend  
2 against the assertion of released claims in any other proceeding, or as otherwise required by law.

3 13. In the event that the settlement does not become final, in that an Effective Date is not  
4 reached as that term is defined in the Settlement Agreement, this Order shall be rendered null and  
5 void and shall be vacated, and the Parties shall be restored to their respective positions in the  
6 litigation as of the date on which the Settlement Agreement was executed.

7 14. Resident Home shall not claim and may not be awarded any costs, attorneys' fees,  
8 or expenses.

9 15. Without affecting the finality of the Final Order in any way, the Court reserves  
10 exclusive and continuing jurisdiction over the Action, the Named Plaintiff, the Class Members, and  
11 Resident Home for the purposes of supervising the implementation, enforcement, construction, and  
12 interpretation of the Settlement Agreement, this Order, and the Final Judgment.

13 16. All other relief not expressly granted to the Class Members or Resident Home is  
14 denied.

15  
16 **IT IS SO ORDERED.**

17  
18 Dated: \_\_\_\_\_, 2025

19 BY \_\_\_\_\_  
20 Hon. Cynthia Freeland  
21 Superior Court Judge

# Exhibit F

1 Matthew C. Wolf (SBN 223051)  
 Lauren VanDenburg (SBN 299957)  
 2 TURNER HENNINGSEN WOLF & VANDENBURG, LLP  
 3 707 Wilshire Boulevard, Suite 3700  
 Los Angeles, California 90017  
 4 Tel: 323-653-3900  
 Fax: 323-653-3021  
 5 mwolf@thwvlaw.com;  
 lvandenburg@thwvlaw.com;  
 6

7 Attorneys for Plaintiff  
 Regina Molloy  
 8

9  
 10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 11 **FOR THE COUNTY OF SAN DIEGO**

12 REGINA MOLLOY, an individual, on behalf  
 13 of herself and all others similarly situated,

14 Plaintiff,

15 vs.

16 RESIDENT HOME, LLC,

17 Defendant.  
 18  
 19

Case No.: 25CU057416N

**[PROPOSED] FINAL JUDGMENT**

Complaint Filed: October 23, 2025

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

2           Subject to the Court’s retention of jurisdiction over the implementation and enforcement of  
3 the Settlement Agreement, including the provision for an injunction, the Action and all released  
4 claims asserted therein are settled and dismissed on the merits and with prejudice as to the Named  
5 Plaintiff and all Class Members.

6

7

**IT IS SO ORDERED.**

8

9 Dated: \_\_\_\_\_, 2025

BY \_\_\_\_\_  
Hon. Cynthia Freeland  
Superior Court Judge

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