

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement” or the “Agreement”) is made and entered by and between Plaintiffs Sean Phillips, Brynn Grossman, Jonathan Sheil, and Baasil Khan, individually and on behalf of the Settlement Class (“Plaintiffs” or “Class Representatives”), on the one hand, and Defendants Night US, LLC (“Night”) and Brooklyn Bedding LLC (“Brooklyn Bedding”) (collectively, “Defendants”), on the other hand, and is subject to approval in the action *Grossman et al. v. Night US, LLC and Brooklyn Bedding LLC* filed in the Superior Court of California for the County of San Diego (the “Court”). This Agreement is intended by the Parties to fully, finally and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement.

I. DEFINITIONS

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

A. “**Actions**” means the action filed by Plaintiffs in Superior Court of California for the County of San Diego pursuant to this Agreement, and *Sean Phillips v. Brooklyn Bedding LLC and Night US LLC*, Case No. 3:23-cv-03781-RFL (N.D. Cal.) (“*Phillips Case*”), *Brynn Grossman v. Brooklyn Bedding LLC*, Case No. 5:24-cv-01894-SSS (SPx) (C.D. Cal.) (“*Grossman Case*”), *Jonathan Sheil v. Brooklyn Bedding LLC*, Case No. 2:24-cv-08475-SSS-SP (C.D. Cal.) (“*Sheil Case*”), and *Baasil Khan v. Brooklyn Bedding LLC*, Case No. 3:24-cv-06271-RFL (N.D. Cal.) (“*Khan Case*”), collectively.

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. As set forth herein, the parties agree that Defendants shall pay up to forty thousand Dollars (\$40,000) in Administrative Costs, subject to Court approval.

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

D. “**Cash Benefit(s)**” means a monetary payment, in the form of a check or electronic payment, to a Settlement Class Member who elected to receive a Cash Benefit through a valid Claim Form. As set forth herein, the parties agree that this amount is one hundred ten Dollars (\$110), subject to Court approval.

E. “**Cash Benefit Fund**” means a cash fund, the amount of which shall be established by the Settlement Administrator after the expiration of the Claim Period, which shall equal the total Cash Benefit to be awarded to all Settlement Class Members who elected to receive a Cash Benefit through a valid Claim Form. The Cash Benefit Fund will be deposited into a cash account, created by the Settlement Administrator, at an at an FDIC-insured depository institution of the Settlement Administrator’s choice (subject to any Party’s reasonable veto).

F. “**Claim(s)**” or “**Claim Form(s)**” means the claim form to be submitted by a Settlement Class Member, in substantially the same form as “**Exhibit D**,” which shall offer each Settlement Class Member the opportunity to elect to receive a Cash Benefit.

G. “**Claim Deadline**” means the date by which all Claim Forms must be postmarked or received to be considered timely and will be set as sixty (60) 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. “**Claims Process**” means the process for Settlement Class Members’ submission of Claims, as described in this Agreement and ordered by the Court.

J. “**Class Counsel**” means Simon Franzini, Jonas Jacobson and Grace Bennett of Dovel & Luner, LLP.

K. “**Class Notice**” means the notice that will be provided to the Settlement Class, as described in this Agreement, which shall be substantially in the form of either Exhibits A, B, C, or D hereto, and ordered by the Court.

L. “**Class Period**” means: (1) July 28, 2019, to March 11, 2024, for purchases made on leesa.com, (2) September 5, 2020, to March 31, 2024, for purchases made on brooklynbedding.com; (3) October 2, 2020, to March 31, 2024, for purchases made on helixsleep.com; and (4) June 4, 2021, to April 1, 2024, for purchases made on bearmattress.com.

M. “**Class Representative(s)**” means Sean Phillips, Brynn Grossman, Jonathan Sheil, and/or Baasil Khan.

N. “**Credit Voucher(s)**” means the credit issued to each Settlement Class Member who does not elect to receive a Cash Benefit, which can be applied toward any purchase made on the applicable Defendant Website from which Settlement Class Members purchased a discounted mattress during the Class Period. Credit Vouchers may be in the form of a gift card. A Credit Voucher may be used only on the applicable Defendant Website corresponding with the original purchase (e.g., a Settlement Class Member who purchased a product on leesa.com will be issued a Credit Voucher that can be used for a purchase on leesa.com only; a Settlement Class Member who purchased a product on brooklynbedding.com will be issued a Credit Voucher that can be used for a purchase on brooklynbedding.com only, and so forth). As set forth herein, the parties agree that the amount of each Credit Voucher is one hundred ten Dollars (\$110), subject to Court approval. Credit Vouchers are subject to additional terms and conditions, as set forth in this Agreement.

O. “**Days**” means calendar days unless business days are specified, except that when computing any period of time prescribed or allowed by this Settlement Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. When computing any period of time prescribed or allowed by this Settlement Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday or federal or State

of California legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or federal or State of California legal holiday.

P. “**Defendants**” means Night US, LLC and Brooklyn Bedding LLC.

Q. “**Defendants’ Counsel**” means Manatt, Phelps & Phillips, LLP and Blank Rome LLP.

R. “**Defendant Website(s)**” means any one of the following websites: www.leesa.com, www.brooklynbedding.com, www.helixsleep.com, or www.bearmattress.com.

S. “**Effective Date**” means: (1) if there are no objections, the date of the Final Approval Order; or (2) 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 resolution of any proceeding on certiorari with respect to, the Final Approval Order; or (iv) the date upon which the final objection is withdrawn.

T. “**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**”.

U. “**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. The Final Approval Hearing shall be at least **forty-five (45) Days** after the Objection/Exclusion Deadline (or as set by the Court).

V. “**Fee Award**” means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel. As set forth herein, Defendants will not oppose a Fee Award up to \$1,900,000 and will pay any award up to this amount if the Court deems it fair and reasonable.

W. “**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.

X. “**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 Final Approval Hearing.

Y. “**Final Tally**” means (1) the total number of valid and timely Claims received and approved electing the Cash Benefit option; (2) the total cash amount to be paid to the Cash Benefit Fund for distribution to Class Members with valid Claims; and (3) the total number of Vouchers to be distributed.

Z. “**Final Tally Date**” means the date on which the Class Administrator provides the Final Tally to the Parties, which shall be **14 Days** after the Claim Deadline.

AA. “**Incentive Awards**” mean reasonable payments, subject to Court approval, made to Sean Phillips, Brynn Grossman, Jonathan Sheil, and Baasil Khan as compensation for their efforts and diligence in pursuing the Actions. As set forth herein, Defendants will not oppose an Incentive Fee Award up to \$5,000 for each Class Representative, if the Court deems it fair and reasonable.

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

CC. “**Mail Notice**” means notice of the proposed Settlement to be provided to Settlement Class Members by postcard, if necessary, in substantially the same form as “**Exhibit C**”.

DD. “**Notice Date**” means the date no later than 30 Days after Preliminary Approval, when notice to the class must be completed.

EE. “**Objection/Exclusion Deadline**” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Classes must be made, which shall be the date that is 30 Days after the Notice Date, or such other date set by the Court.

FF. “**Parties**” or “**Party**” means the Class Representatives and Defendants.

GG. **“Preliminary Approval Order”** means the order signed and entered by the Court preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, appointing the Settlement Administrator, directing Notice thereof to the Settlement Class, setting the Notice Date, and scheduling the Final Approval Hearing.

HH. **“Released Claims”** means any and all causes of action, suits, claims, liens, demands, judgments, costs, damages, obligations, attorney fees (except as provided for in the Class Settlement), and all other legal responsibilities in any form or nature, including but not limited to all claims relating to or arising out of federal, state, or local statute, ordinance, regulation, or claim at common law or in equity, whether past, present, or future, whether known or unknown, suspected or unsuspected, asserted or unasserted, that the Releasing Parties 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, on the basis of or that arise in any way from the Released Parties’ advertised pricing on the Defendant Websites, including any Released Claims that were brought or could have been brought in the Actions.

II. **“Released Parties”** means Defendants and each of their current, former, and future parents, predecessors, successors, affiliates, assigns, subsidiaries, divisions, or related corporate entities, and all of their respective current, future, and former employees, officers, directors, partners, principals, members, shareholders, owners, associates, assigns, agents, servants, affiliates, successors, personal representatives, heirs and assigns, trustees, administrators, executors, insurers, underwriters, financial and investment advisors, lenders, auditors, attorneys, legal representatives, independent contractors, consultants, licensors, licensees, retailers, suppliers, distributors, endorsers, investors, manufacturers, brands, customers, and any and all other entities, assumed names, or persons upstream and downstream in the production/distribution channels, but only in their capacity as such.

JJ. **“Releasing Parties”** means the Class Representatives and all Settlement Class Members who do not timely opt-out of the Settlement Classes, on behalf of themselves and their

respective present, future, or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys (including any attorney engaged by Settlement Class Members who is not Class Counsel), accountants, financial and other advisors, underwriters, representatives, shareholders, lenders, auditors, investment advisors, owners associations, and any other legal or natural persons who may claim by, through, or under them, but only in their capacity as such.

KK. **“Settlement Administrator”** means Angeion Group or any other third party agent or administrator appointed by the Court.

LL. **“Settlement Award”** means a Credit Voucher or Cash Benefit provided to an eligible Settlement Class Member in accordance with the terms of this Agreement.

MM. **“Settlement Class”** means:

- All persons who, while physically in the state of California or as a resident of the state of California, purchased one or more mattresses advertised at a discount on leesa.com, brooklynbedding.com, helixsleep.com, or bearmattress.com during the Class Period.

Excluded from the Settlement Class are all: persons who validly opt out of the settlement in a timely manner; governmental entities; counsel of record (and their respective law firms) for the Parties; Defendants and any of their parents, affiliates, subsidiaries, independent service providers and all of their respective officers and directors; the presiding judge in the Actions or judicial officer presiding over the matter, and all of their immediate families.

NN. **“Settlement Class Member(s)”** means any member(s) of the Settlement Class.

OO. **“Settlement Website”** means the website to be established by the Settlement Administrator for purpose of providing Class Notice, Claim Forms, and other information regarding the Action and this Settlement, as described in this agreement.

II. LITIGATION BACKGROUND

A. Plaintiffs allege that, during the Class Period, Defendants deceptively advertised discounts of their products on the Defendant Websites. Based on these allegations: Plaintiff Sean Phillips filed suit on July 28, 2023, in the Northern District of California; Plaintiff Brynn Grossman filed suit on July 11, 2024, in San Bernadino Superior Court, which was then removed to the Central District of California on September 5, 2024; Plaintiff Baasil Khan filed suit on September 5, 2024, in the Northern District of California; and Plaintiff Jonathan Sheil filed suit on October 2, 2024, in the Central District of California. Together, the Plaintiffs allege 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. They seek injunctive relief, compensatory damages, and restitution in amounts by which Defendant was allegedly unjustly enriched based on its product sales.

B. Defendants expressly deny any liability or wrongdoing of any kind or that the Class Representatives 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 contend that, for any purpose other than Settlement, this Action is not appropriate for class treatment. Defendants do not admit or concede any actual or potential fault, wrongdoing, or liability against them in the Action or any other actions and believe that the claims asserted in the Action against them have no merit and that they would have prevailed on a motion for summary judgment, and/or would have ultimately prevailed at trial, and that the Class Representatives would not have been able to certify a class. Defendants have opposed, and will continue to oppose, certification of a litigation class in this Action. Defendants maintained during the entire pendency of the Action, and continue to maintain, that the challenged advertising practices are not deceptive or misleading as a matter of law. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendants have concluded that it is desirable and beneficial that the Actions be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement.

C. Before reaching a Settlement, the Parties engaged in extensive litigation in four different cases over a two-and-a-half year period.

D. The Parties began discussing settlement in or around March 2025, and engaged in arduous negotiations for approximately ten months thereafter before reaching a settlement. During this time, the Parties scheduled a mediation, and, in the lead up to it, exchanged extensive information, including financial and sales records relevant to the claims and alleged damages. Plaintiffs' Counsel spent significant time and effort analyzing these records to understand Defendants' alleged liability and the potential damages models available to Plaintiffs. The Parties also prepared comprehensive mediation briefs that discussed the claims, defenses, and alleged damages in detail.

E. The Parties participated in an in-person and video mediation in Los Angeles on June 4, 2025, with Bruce Friedman of JAMS. The mediation was productive, but the Parties did not reach a settlement at the mediation. Following the mediation, the Parties continued to engage in extensive and contentious negotiations over the following approximately seven months, including with and through the mediator. As part of this, both sides met numerous times with the mediator and held many conference calls with each other, and later exchanged numerous drafts of a term sheet and ultimately this settlement agreement. During this time, the Parties also continued to litigate the four pending cases, as described above.

F. The Parties finally reached a settlement, reflected in an agreed term sheet, on January 15, 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 and Defendants' marketing practices and Defendants' 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 Action through trial and possible appeals, the risks and uncertainty of further prosecution of this Action 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, Plaintiffs and Class

Counsel have concluded that a Settlement with Defendants on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of all known facts and circumstances.

H. Based on the foregoing, it is the desire of the Parties to fully, finally, and forever settle, release, compromise, and discharge all disputes and claims arising from or related to the Actions which exist between the Parties. Therefore, it is the intention of Plaintiffs and the Settlement Class that this Agreement shall constitute a full and complete Settlement and release of the Released Claims by the Releasing Parties against the Released Parties.

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. Consolidation of the Actions for Settlement Purposes: To ensure that the reviewing court has subject matter jurisdiction over the action approving the Settlement, to promote efficiency, and to conserve judicial and party resources, the Parties agree that Plaintiffs will dismiss each of the *Phillips Case*, *Grossman Case*, *Sheil Case*, and *Khan Case*, without prejudice, and file a consolidated complaint naming each of Plaintiffs Sean Phillips, Brynn Grossman, Jonathan Sheil, and Baasil Khan as Class Representatives in Superior Court of California for the County of San Diego. The Parties will then seek approval of the settlement in this single, consolidated action—rather than seeking piecemeal approval across four separate cases—with all four Plaintiffs as proposed Class Representatives. Defendants will not contest personal jurisdiction or venue in the San Diego case as to any Class Representative or Class Member for purposes of this Settlement only. Accordingly, once this Settlement is fully executed, Plaintiffs shall dismiss their respective complaints without prejudice. The claims dismissed without prejudice in the *Phillips Case*, *Grossman Case*, *Sheil Case*, and *Khan Case* and included in the San Diego case in accordance with this provision shall be treated for all purposes as though they were filed as of the dates of their respective initial complaints for purposes of this Settlement.

B. Conditional Certification of Class. For purposes of this Settlement only, and without any finding or admission of any wrongdoing or fault by Defendants or any concession that certification of a litigation class is appropriate or that the Settlement Class definitions would be appropriate for a litigation class, 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. In the event the Court does not approve all material terms of the Agreement, if the Court's approval is reversed or vacated on appeal, 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 Actions 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 Defendants have not and shall not be deemed to have waived any opposition or defenses they have to any aspect of the claims asserted herein or to whether those claims are amenable to class-based treatment, including Defendants' right to challenge class certification in further proceedings in the Action or in any other action. In such an event, no doctrine of waiver, estoppel or preclusion based on this Agreement will be asserted in any litigated certification proceedings in the Action or in any other action, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the Class, or in support of an argument for certifying any class for any purpose related to this Action or any other proceeding. No representations or agreements made by or entered into by Defendants in connection with the settlement may be used by the Class Representatives, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Actions or any other

proceeding. Defendants retain all of their objections, arguments, and defenses with respect to class certification and any other issue, and reserves all rights to contest class certification and any other issue if the settlement set forth in this Agreement does not result in entry of a Final Approval Order, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the settlement otherwise fails to become effective.

C. In addition, if the settlement fails to become effective, Plaintiffs may opt to re-file their claims in a single, consolidated action in the United States District Court for either the Northern or Central District of California within thirty (30) days. If any Plaintiff opts to do so, the parties agree that the consolidated re-filed action shall be treated as though it was filed as of the initial filing date of each of the respective *Phillips*, *Grossman*, *Sheil*, and *Khan* Cases for all purposes, including for purposes of any defenses as to the Plaintiffs' claims and as to the claims of any unnamed putative class members, and that Defendant will not contest personal jurisdiction or venue as to any of Plaintiffs Phillips, Grossman, Sheil, or Khan. In addition, in such an event, the Parties may agree in writing to dismiss and re-file any one of the respective *Phillips*, *Grossman*, *Sheil*, and *Khan* actions in a different court. Defendants support certification of the Settlement Class for settlement purposes only. In the event the settlement is not preliminarily approved, the Parties agree to resume settlement discussions in good faith for at least twenty-one (21) Days. If settlement discussions have concluded and the Parties have not agreed to amended settlement terms, then the Parties agree to submit a joint report to the Court with a proposed case schedule(s).

D. 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 does not submit an opt-out request and who submits a valid Claim Form by the Claim Deadline will receive a cash payment (Cash Benefit) in the amount of one hundred ten Dollars (\$110) for each discounted mattress order placed on a Defendant Website during the Class Period. Each Settlement Class Member who elects to receive the Cash Benefit must follow all instructions on the Claim Form. Each Settlement Class Member who does not opt-out and does not submit a valid Claim Form by the Claim Deadline will

automatically receive a single Credit Voucher in the amount of one hundred ten Dollars (\$110) for each discounted mattress order placed on Defendant Website(s) during the Class Period. The Settlement Class shall be ascertained based on Defendant Brooklyn Bedding's records. Brooklyn Bedding represents and warrants that the data in its system indicates that Settlement Class members purchased approximately 74,212 mattresses advertised at a discount on the above-referenced websites during the Class Period.

2. Funding of Cash Benefit. Within **fourteen (14) Days** of the Effective Date, Defendants shall pay into the Cash Benefit Fund an amount equal to the total Cash Benefit to be awarded to all Settlement Class Members who elected to receive a Cash Benefit through a valid and timely Claim Form. The Cash Benefit Fund will be distributed to Settlement Class Members in accordance with the terms of this Agreement. Any unclaimed funds remaining in the Cash Benefit Fund after **one hundred eighty-five (185) Days** after check issuance will be returned to Defendants.

3. Cash Benefit Election and Delivery: If a Settlement Class Member timely submits a valid Claim Form by the Claim Deadline electing to receive a Cash Benefit, the Settlement Class Member will receive 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 timely elect to receive a Cash Benefit will receive one hundred ten dollars (\$110) for each qualifying mattress order they placed on the applicable Defendant Websites during the Class Period. A qualifying mattress order means the purchase of a single discounted mattress. Class Members who placed more than one qualifying mattress order during the Class Period may submit one Claim Form to receive a Cash Benefit for each qualifying order. The Settlement Administrator will make commercially reasonable efforts to de-duplicate the class list for class notice purposes, will identify the total number of qualifying orders made by each Class Member who submits a valid Claim Form, and will send each such Class Member a Cash Benefit in the form of single check or single electronic payment for all qualifying orders. There is no requirement under the settlement for Class Members to submit any proof of purchase; however, the identity of each Class Member who

submits a Claim Form must match the personal information associated with their respective orders. Claim Forms must be submitted by the Settlement Class Member. Except for Claim Forms submitted by the Settlement Class Member or an authorized individual on behalf of a Settlement Class Member that is a minor, an incapacitated person, or a deceased individual, Claim Forms will be rejected without an opportunity to provide additional information or to challenge the Settlement Administrator's determination. The Settlement Administrator's determinations on the validity and eligibility of Claims shall be final and non-appealable by Settlement Class Members. The Settlement Administrator shall distribute Cash Benefits to each Settlement Class Member entitled to receive them out of the Cash Benefit Fund, via electronic payment or check, at the Class Member's election, within **fourteen (14) Days** of the Cash Benefit Fund being funded.

4. Credit Voucher Election and Delivery: Defendants will provide a one hundred ten dollar (\$110) Credit Voucher per qualifying mattress order during the Class Period to each Settlement Class Member who does not opt-out and who does not timely submit a valid Claim Form by the Claim Deadline 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 Vouchers may be in the form of a gift card. Brooklyn Bedding will deliver Credit Vouchers to the Settlement Administrator within **fourteen (14) Days** after the Effective Date. Within **fourteen (14) Days** following delivery of the Credit Vouchers to the Settlement Administrator, the Settlement Administrator will deliver Credit Vouchers to Settlement Class Members by email to the email address Brooklyn Bedding has on file for Settlement Class Members. Wherever feasible, the Settlement Administrator will send Credit Vouchers to the most recent email address a Class Member used to make purchases on the Defendant Websites. However, to ensure that all Class Members who do not elect to receive a Cash Benefit receive a Credit Voucher, the Mail Notice distributed pursuant to the terms in this Agreement will direct Class Members to provide a current email address to the Settlement Administrator by the Claim Deadline. For Class Members who provided an email address in response to the Mail Notice, the Settlement Administrator will

provide the email address to Brooklyn Bedding and the Settlement Administrator will send Credit Vouchers to that email address.

5. Use of Credit Vouchers: Credit Vouchers received in connection with this Settlement can be used to make any purchase of any product from the applicable Defendant Website from which the Settlement Class Member who received the Credit Voucher originally purchased their discounted mattress(es) during the Class Period, with no other restriction or blackout dates, until the three-year expiration date. For the avoidance of doubt, a Settlement Class Member who purchased a product on one of the leesa.com, brooklynbedding.com, helixsleep.com, or bearmattress.com websites is limited to using the Credit Voucher on the applicable Defendant Website corresponding with the original purchase (e.g., a Settlement Class Member who purchased a product on leesa.com will be issued a Credit Voucher that can be used for a purchase on leesa.com only; a Settlement Class Member who purchased a product on brooklynbedding.com will be issued a Credit Voucher that can be used for a purchase on brooklynbedding.com only, and so forth). If a Settlement Class Member made qualifying purchases on more than one website, they will receive one Credit Voucher per website, but each voucher will be limited to use on the applicable Defendant Website corresponding with the original purchase. To the extent feasible, each Settlement Class Member will be issued a single Credit Voucher per Defendant website, for an amount reflecting the number of discounted mattress orders made on that website during the Class Period (e.g., if a Settlement Class Member purchased two discounted mattresses on leesa.com during the applicable period, the Settlement Class Member will be issued a single, \$220 Credit Voucher for use on leesa.com).. Credit Vouchers can be used to pay for any shipping and handling fees, taxes, or any other fees that might apply to a purchase. Credit Vouchers are freely transferable, stackable, and can be combined with any other sale, promotion, or discount. Credit Vouchers will expire three years after the date they are issued. If a Credit Voucher used in connection with an order that totals less than the amount of the Credit Voucher (including any taxes that may apply), then any unused amount on the Credit Voucher will remain useable and can be applied toward future orders up until three years after the date the Credit Vouchers are issued.

E. Releases.

1. Release of Defendants. 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, the Releasing Parties, and each of them, shall fully, finally, and forever release, relinquish, and discharge all Released Claims against the Released Parties, and each of them, to the fullest extent allowed by law. This is notwithstanding that Plaintiffs 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. The Released Claims shall include, but are not necessarily limited to, all claims that have or could have been asserted by any or on behalf of any Settlement Class Member in this Action that are based on or arise in any way from the same factual predicate as the Action. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the settlement as provided herein) against any Released Party based on the Released Claims.

2. Release of Unknown Claims. The Releasing Parties expressly understand and acknowledge 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.

Notwithstanding California or other law of any state or territory of the United States, the Releasing Parties hereby expressly agree that the provisions, rights and benefits of Section 1542 and all

similar federal or state laws, rights, rules or legal principles of any other jurisdiction that may be applicable herein are hereby knowingly and voluntarily waived, released and relinquished to the fullest extent permitted by law solely in connection with unknown claims that are the same as, substantially similar to, or overlap the Released Claims. The Releasing Parties hereby agree and acknowledge that this is an essential term of the releases. The Releasing Parties acknowledge that they are aware that they may hereafter discover claims currently unknown and unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, including facts and/or claims that, if known by the Releasing Parties, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the settlement. Notwithstanding the foregoing, it is the intention of the Releasing Parties to finally and forever settle and release the Released Claims. Any such claims are hereby released, relinquished and discharged.

F. Attorneys' Fees/Costs and Incentive Awards.

1. Class Counsel may seek an award of attorneys' fees and costs, of up to one million nine hundred thousand Dollars (\$1,900,000), without reducing the amount of money available to pay Cash Benefits or Credit Vouchers to Class Members, or reducing the amount of money available to pay for Administration Costs. No later than **14 Days** before the Objection/Exclusion Deadline, Class Counsel may move the Court for a reasonable Fee Award of up to one million nine hundred thousand Dollars (\$1,900,000). Defendants will not oppose a Fee Award up to this amount and will pay any award up to this amount if the Court deems it fair and reasonable. No later than **14 Days** before the Objection/Exclusion Deadline, the Class Representatives may apply to the Court for Incentive Awards of up to five thousand Dollars (\$5,000) each for their participation as Class Representatives. Defendant will not oppose this application and will pay any award up to this amount if the Court deems it fair and reasonable.

2. Defendants will pay the Fee Award to Class Counsel via wire transfer within **thirty (30) Days** after entry of the Court's Final Approval Order, regardless of any appeals,

but if there is an appeal, subject to Class Counsel providing an undertaking that they will return any fees or costs that are overturned on appeal that is substantively identical 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). Court approval of the Fee Award, or its amount, will not be a condition of the settlement. If the Court does not approve the Fee Award, or approves less than the requested amount, Defendants need only pay the approved amount, if any. Defendants will pay any Incentive Awards approved by the Court to Class Counsel's client trust account via wire transfer within **thirty (30) Days** after the Effective Date. Court approval of the Incentive Awards, or their amount, will not be a condition of the settlement. If the Court does not approve an Incentive Award, or approves less than the requested amount, Defendants need only pay the approved amount, if any.

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

4. Except for the Fee Award and Incentive Awards to be paid to Class Counsel and Plaintiffs as specifically provided in this Agreement, Defendants do 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, Plaintiffs, 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. If approved by the Court, Defendants shall pay any reasonable Administration Expenses to the Settlement Administrator up to forty thousand Dollars (\$40,000).

C. Notice.

1. If the Court grants preliminary approval, within **ten (10) Days** Brooklyn Bedding will provide Night and the Settlement Administrator a list of Settlement Class Members, including, to the extent available, the name of each Settlement Class Member, the number of discounted mattress orders placed, the Defendant Website(s) for each order for each Settlement Class Member during the Class Period, the most recent California address that each Settlement Class Member used as a billing address on the Defendant Websites, and the most current email address associated with a Settlement Class Members' purchase on the Defendant Websites, for the purpose of administering the settlement reached pursuant to this Agreement. This list shall be called the "Class List" and shall only be provided to the Settlement Administrator 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, no later than the Notice Date.

3. Email Notice. The Settlement Administrator shall provide Email Notice by sending an email substantially in the same form as **Exhibit A** to the email addresses for Settlement Class Members identified by Brooklyn Bedding in the Class List. This contact information for the Settlement Class Members will be shared with the Settlement Administrator but may not be shared with any other Party, including Class Counsel, without Defendants' approval.

4. Mail Notice. If an original Email Notice is returned as undeliverable or is otherwise invalid, the Settlement Administrator will send a Mail Notice by postcard in substantially the same form as **Exhibit C** via first class U.S. mail, postage pre-paid to the Settlement Class Member's most recent California billing address used on the Defendant Websites identified by Brooklyn Bedding in the Class List. The Settlement Administrator shall make reasonable efforts to identify alternative email addresses of Settlement Class Members before

providing Mail Notice. 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. The Settlement Administrator shall provide Defendants all email addresses provided by Class Members within **fourteen (14) Days** after the Claim Deadline.

5. Website Notice. The Settlement Administrator will establish and maintain the Settlement Website. The Settlement Website will be dedicated to the settlement. The Settlement Website shall “go live” **fourteen (14) Days** after the Preliminary Approval Order is entered. On the Settlement Website, within **fourteen (14) Days** after the Preliminary Approval Order is entered, will be posted the Long Form Notice, the Claim Form, a copy of this Agreement, the Preliminary Approval Order, 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, a webpage to provide or update email addresses, and instructions as to how to access further case information, including through the Court. 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 Final Approval 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 Date and remain until thirty (30) Days after distribution of all Settlement Awards. The Settlement Website shall not include any advertising and shall not bear or include Defendants’ logos or trademarks, except the Settlement Website may link to the Defendant Website(s).

6. Document Preparation. Without limiting the foregoing, the Settlement Administrator shall provide Class Counsel with drafts of all administration related documents, including but not limited to Notices, follow-up Notices or communications with Settlement Class Members, telephone scripts, website postings or language or other communications with the Settlement Class, at least **seven (7) Days** before the Settlement Administrator is required to or

intends to publish or use such communications, unless Class Counsel and Defendants' Counsel agree to waive this requirement in writing on a case by case basis.

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 Actions.

D. Claim Process. Settlement Class Members may elect to receive a Cash Benefit for each qualifying mattress order placed on the applicable Defendant Website(s) by submitting a valid Claim Form by the Claim Deadline to the Settlement Administrator via a web form on the Settlement Website during the Claim Period. The Claim Form will be accessible on the Settlement Website for the duration of the Claim Period (sixty (60) Days) beginning on the Notice Date. To be valid, each Claim Form must be accompanied by an electronic or digital form of signature which complies with The Electronic Signatures in Global and National Commerce ("ESIGN") Act. The Settlement Administrator shall be responsible for providing a mechanism for Settlement Class Members to affix an ESIGN Act-compliant signature, and to authenticate each signature upon request. Settlement Class Members may, at their option, submit a paper Claim Form which will be accepted as valid by the Settlement Administrator if the claim is otherwise valid and postmarked on or before the Claim Deadline. Settlement Class Members who do not submit a Claim Form by the Claim Deadline electing to receive payment in the form of a Cash Benefit shall automatically receive a Credit Voucher for each qualifying mattress order placed on the applicable Defendant Website(s) without the need to file a Claim or take any other affirmative step.

The Settlement Administrator may receive requests to be excluded from the Settlement Class and other requests and will promptly provide to Class Counsel and Defendants' Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendants' Counsel.

The Settlement Administrator will use adequate and customary procedures and standards to prevent payment of fraudulent claims. This may include, but is not limited to, measures such as

using a class member identifier to access and file claims and/or validating claims against Defendants' records. In such event, the Settlement Administrator will be principally responsible for validating claims, but may request reasonable assistance from Defendants to ensure that the identity of each Class Member who submits a Claim Form matches the personal information associated with their respective orders. Both the Settlement Administrator and Defendants shall have the right to audit Claims, and the Settlement Administrator may request additional information from Settlement Class Members submitting Claims. Defendants may make reasonable requests for additional information from Settlement Class Members via the Settlement Administrator as needed to assist Defendants in auditing Claims. 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 Voucher for each qualifying mattress order placed on the Defendant Websites. The Settlement Administrator shall maintain records of all Claim Forms until **ninety (90) 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 Defendants' counsel at the end of the ninety (90) 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 Defendants request.

Defendants' Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendants' Counsel as to the validity of any Claim Form. To the extent Class Counsel and Defendants' Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be submitted to Bruce M. Friedman of JAMS for binding determination.

E. Final Tally. The Settlement Administrator shall provide weekly reports to counsel for Defendants and Plaintiffs stating the number of Claims received, the number of Claims electing

the Cash Benefit option, and the number of any Claims electing the Cash Benefit option that have been denied. Within **fourteen (14) Days** after the Claim Deadline, 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 discounted mattress orders associated with each approved Claim Form, to establish the amount of the Cash Benefit Fund. The Settlement Administrator shall also provide Defendants with a list of Settlement Class Members who submitted a valid and timely Claim electing the Cash Benefit option and the number of discounted mattress orders placed during the Class Period by each Class Member, including the relevant Defendant Website(s).

F. Class Counsel and Defendants will cooperate with the Settlement Administrator in an effort to reasonably manage and reduce Administration Costs.

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 or filed directly on the Court docket. The Settlement Administrator will provide any written objections received to the Parties within five (5) Days, and Class Counsel will file them with the Court. Written objections must also 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 (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 the Settlement Class Member intends to appear at the Final Approval Hearing; (6) proof of membership in the Class, or a signed statement attesting, under penalty of perjury, that he or she placed one or more discounted mattress orders on any of the applicable Defendant Website(s) during the Class Period while physically in the state

of California or as a resident of the state of California; (7) a list of all objections filed by the objector and his or her counsel to class action settlements in the last three years; and (8) the signature of the Settlement Class Member and her or his counsel, if any. Objections must be submitted by the Settlement Class Member. Except objections submitted by the Settlement Class Member, their counsel, or an authorized individual on behalf of a Settlement Class Member that is a minor, an incapacitated person, or a deceased individual, objections will be rejected without an opportunity to provide additional information or to challenge the Settlement Administrator's determination. No Settlement Class Member shall be heard at the Final Approval Hearing (whether individually or through separate counsel) unless written notice of the Settlement Class Member's intention to appear at the Final Approval Hearing, and copies of any written objections or briefs, have been timely submitted. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether an objection and/or notice of intention to appear has been timely filed and served. If the date of the postmark is illegible, the objection and/or notice to appear shall be deemed untimely unless it is received by the Settlement Administrator no later than **seven (7) 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) Days** (or such other number of days as the Court shall specify) before the Final Approval Hearing, file any responses to any written objections submitted to the Court by Settlement Class Members in accordance with this Agreement. If an objection is received, the Parties will request that the Court enter an order providing that the filing of an objection allows Class Counsel or counsel for Defendant to notice such objecting person for and take his, her, or their deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location or by remote video conference, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to appear for a deposition or comply with expedited discovery requests may result in the Court striking the objection and otherwise denying that person the opportunity to be heard. The

Court may tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or made for improper purpose. These procedures and requirements for objecting are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Settlement Class Members.

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 personally signed by the Settlement Class Member (an electronic or digital form of signature is permitted, provided the signature complies with the ESIGN Act) and not the Settlement Class Member's attorney or anyone acting on the Settlement Class Member's behalf; and (c) include the statement "I/we request to be excluded from the class settlement in "*Grossman et al. v. Night US, LLC and Brooklyn Bedding LLC*" and include the case number. No "class" or "mass" exclusions shall be permitted. Requests for exclusion must be submitted by the Settlement Class Member. Except requests for exclusion submitted by the Settlement Class Member or an authorized individual on behalf of a Settlement Class Member that is a minor, an incapacitated person, or a deceased individual, opt outs will be rejected without an opportunity to provide additional information or to challenge the Settlement Administrator's determination. 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 shall be the exclusive means used to determine whether a Settlement Class Member's opt-out/exclusion request has been timely submitted. If the date of the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Settlement Administrator no later than **seven (7) 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 or other relief under this Settlement Agreement, will not be bound by the settlement, will not gain any rights by

virtue of this Agreement, 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 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 or their counsel 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

Within thirty (30) Days of full execution of this Agreement, Plaintiffs 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, by the Notice Date; (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) schedule the Final Approval Hearing; 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 described herein, or does so 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, Plaintiffs shall file a Motion for Final Approval of the settlement. Plaintiffs 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 Plaintiffs 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 retaining continuing jurisdiction over the Parties for the purpose of enforcement of the terms of this Agreement.

VIII. UNCASHED SETTLEMENT AWARDS

To the extent a Cash Benefit is provided by check instead of electronically, the expiration date for settlement checks will be one hundred eighty (180) Days from the date the settlement checks are issued, unless otherwise extended by agreement of the Parties. Un-cashed settlement checks 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 unclaimed funds remaining in the Cash Benefit Fund after **one hundred eighty-five (185) Days** after check issuance will be returned to Defendants.

IX. 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.

X. 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 Defendants and their counsel, shall take all necessary steps to secure the Court's final approval of this Agreement. Defendants will not attempt to discourage Settlement Class Members from filing claims.

XI. NO ADMISSION

Neither this Agreement nor any actions taken to carry out the settlement are intended to be, nor may they be construed or deemed to be, an admission of liability, culpability, negligence, or

wrongdoing on the part of Defendants, or of the validity of any claim, defense, or of any point of fact or law by Defendants. Defendants deny material allegations in the Actions and deny all liability for claims asserted in the Actions. Neither the Agreement, nor the fact of settlement, nor settlement proceedings, nor the settlement negotiations, nor any related document, shall be used as an admission of any fault or omission by Defendants, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by Defendants in any proceeding.

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, Cal. Evid. Code §§ 1152 and 1154, 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.

XII. NOTICES

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

| <u>For The Class</u> | <u>For Defendants</u> |
|---|--|
| Simon Franzini Jonas Jacobson Grace Bennett DOVEL & LUNER, LLP 201 Santa Monica Blvd., Suite 600 Santa Monica, California 90401 simon@dovel.com jonas@dovel.com grace@dovel.com | BLANK ROME LLP Ana Tagvoryan ana.tagvoryan@blankrome.com Harrison Brown harrison.brown@blankrome.com Erica R. Graves erica.graves@blankrome.com 2029 Century Park East 6th Floor Los Angeles, CA 90067 |

| | |
|--|---|
| | MANATT, PHELPS & PHILLIPS, LLP Christine M. Reilly creilly@manatt.com Patrice S. Ruane pruane@manatt.com 2049 Century Park East, Suite 1700 Los Angeles, CA 90067 |
|--|---|

XIII. SETTLEMENT TIMELINE

| EVENT | PROPOSED DEADLINE |
|---|--|
| Settlement Website “Goes Live” and Notice is Posted to Settlement Website | 14 days after Preliminary Approval Order issues |
| Notice Date | 30 days after Preliminary Approval Order issues |
| Deadline for Class Counsel to submit Fee Petition | 14 days before Objection/Exclusion Deadline |
| Objection/Exclusion Deadline | 30 days after Notice Date |
| Claim Deadline | 60 days after Notice Date |
| Motion for Final Approval | 16 Court dates prior to the Final Approval Hearing |
| Final Approval Hearing | At least 45 Days after Objection/Exclusion Deadline (or as set by the Court) |
| Effective Date | The date of the Final Approval Order (assumes no objections or appeals) |
| Incentive Awards payable | 30 days after Effective Date |
| Fee Award payable | 30 Days after entry of Final Approval Order |
| Final Tally Date | 14 days after the Claim Deadline |
| Funding of Cash Benefit Fund | 14 days after Effective Date |
| Cash Benefits distributed to Settlement Class Members | 14 days after Funding of Cash Benefit Fund |
| Vouchers distributed to Settlement Class Members | 14 days after Vouchers are delivered to Administrator |

XIV. TERMINATION RIGHT.

A. In their sole discretion and at their sole option, either Night or Brooklyn Bedding has the unconditional right, but not the obligation, to terminate this Agreement if the total number of opt-outs exceeds 742 persons in the Settlement Class within ten (10) Days following the final opt out report received from the Settlement Administrator.

B. Either Defendant shall have the right, but not the obligation, to terminate this Settlement within ten (10) Days if: (i) the Court orders a notice program that deviates substantially from the notice program discussed in this Agreement, including but not limited to a notice plan

that requires additional third party discovery or additional notice unduly burdensome to Defendants; (ii) the Court declines to grant Preliminary Approval of this Settlement in any material respect; (iii) the Court declines to grant final approval of this Settlement in any material respect; (iv) the Court declines to enter final judgment in any material respect; (v) the Court modifies the Release in any material way; or (vi) the final judgment is vacated, modified or reversed in any material respect by the Court or an appellate court. Any Party exercising the right to terminate shall do so by providing written notice to all other Parties herein.

XV. 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 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.

XVI. 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.

XVII. 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.

XVIII. PUBLIC STATEMENTS

Plaintiffs and Class Counsel shall make no comments to media or press, and/or any other public statements regarding the settlement or the Action and/or with respect to the substance of the Agreement at any time (including but not limited to press releases), except as required by law

and apart from filings with the Court as necessary to obtain Preliminary or Final Approval of the settlement. In addition, the Parties and their counsel shall not make, publish, circulate or cause to be made, published or circulated any statements that (i) disparage Plaintiffs, Defendants, or their counsel, or (ii) represent or suggest that this Agreement or any order by the Court regarding the settlement or this Agreement represents or implies any wrongdoing by, or any admission of liability by, Defendants, or a finding by the Court of liability or wrongdoing.

XIX. 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.

XX. 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, but not be limited to, 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 any kind and for any reason. No person or entity shall have any claim against the Class Representatives, Class Counsel, Defendants' Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Agreement.

XXI. 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 their counsel, and (2) approved by the Court.

XXII. 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.

The Class Representatives represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other person or Party and that they are fully entitled to release the Released Claims.

XXIII. 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.

XXIV. 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.

XXV. CONFIDENTIALITY AND COUNSEL REPRESENTATIONS

The Parties and the Parties' Counsel in the Actions represent and warrant that they have not shared any information regarding the substance of this Settlement or confidential information learned in the Actions with any third party, beyond what was permitted under any stipulated protective order in the Actions. Nothing in this Agreement changes the terms of any stipulated protective order or the Parties' obligations thereunder, and the Parties and their counsel continue to be bound by any stipulated protective order.

Plaintiffs' Counsel represents that they do not represent any other clients, including former clients, (other than Plaintiffs) with respect to Released Claims against Defendants and that they have no knowledge of other persons who intend to assert any released claims against the

Defendants or any of Defendants' brands. Furthermore, Plaintiffs' Counsel confirms that they have ceased all solicitations and advertising for clients with claims against Defendants, and that Plaintiffs' Counsel does not intend to resume solicitations or advertising for claims against Defendants or the Released Parties. Nothing in this paragraph is intended to prohibit Plaintiff's Counsel from the practice of law. To the extent any term herein imposes any restriction on Plaintiff's Counsel's ability to practice law in violation of Rule 5.6 of the California Rules of Professional Conduct or any other applicable ethical rule, this term shall be modified to the minimum extent necessary to make it consistent with all applicable ethical rules or (if required) severed.

XXVI. TAX CONSEQUENCES

No opinion concerning the tax consequences of this Settlement to any Settlement Class Member is given or will be given by Defendants, Defendants' 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 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.

XXVII. COSTS

Except as otherwise provided herein, each Party shall bear its own costs.

XXVIII. 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 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.

XXIX. 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 (provided any such signature is recognized as a valid signature under the ESIGN Act), and the delivered image or electronic signature shall be treated as an original.

XXX. CONTINUING JURISDICTION

The Superior Court of the State of California 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, the Court may exercise all equitable powers to enforce this Agreement and the Final 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.

[Signatures on next pages]

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

DATED: 4/16/2026 _____

DocuSigned by:
Sean Phillips
By: _____
Sean Phillips
Plaintiff

DATED: 4/17/2026 _____

Signed by:
Brynn Grossman
By: _____
Brynn Grossman
Plaintiff

DATED: 4/16/2026 _____

Signed by:
[Signature]
By: _____
Jonathan Sheil
Plaintiff

DATED: 4/17/2026 _____

DocuSigned by:
Baasil Khan
By: _____
Baasil Khan
Plaintiff

DATED: _____

By: _____
Thomas Hillebrandt
Defendant
BROOKLYN BEDDING LLC

DATED: _____

By: _____
John Replogle
Defendant
NIGHT US, LLC

DATED: 4/16/2026

DOVEL & LUNER, LLP

DocuSigned by:
By: Simon Franzini
Simon Franzini
Jonas Jacobson
Grace Bennett
Attorneys for Plaintiffs
SEAN PHILLIPS, BRYNN GROSSMAN, JONATHAN
SHEIL, and BAASIL KHAN

DATED: _____

BLANK ROME LLP

By: _____
Ana Tagvoryan
Harrison Brown
Erica R. Graves
Attorneys for Defendant
BROOKLYN BEDDING LLC

DATED: _____

MANATT, PHELPS, & PHILLIPS LLP

By: _____
Christine M. Reilly

Patrice Ruane
Attorneys for Defendant
NIGHT US LLC

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

DATED: _____

By: _____
Sean Phillips
Plaintiff

DATED: _____

By: _____
Brynn Grossman
Plaintiff

DATED: _____

By: _____
Jonathan Sheil
Plaintiff

DATED: _____

By: _____
Baasil Khan
Plaintiff

DATED: 4/21/2026 _____

Signed by:
Thomas Hillebrandt
By: _____
Thomas Hillebrandt
Defendant
BROOKLYN BEDDING LLC

DATED: _____

By: _____
John Replogle
Defendant
NIGHT US, LLC

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

DATED: _____

By: _____
Sean Phillips
Plaintiff

DATED: _____

By: _____
Brynn Grossman
Plaintiff

DATED: _____

By: _____
Jonathan Sheil
Plaintiff

DATED: _____

By: _____
Baasil Khan
Plaintiff

DATED: _____

By: _____
Thomas Hillebrandt
Defendant
BROOKLYN BEDDING LLC

4/17/2026

DATED: _____

Signed by:
By:  _____
John Replogle
Defendant
NIGHT US, LLC

DATED: _____

DOVEL & LUNER, LLP

By: _____

Simon Franzini

Jonas Jacobson

Grace Bennett


Attorneys for Plaintiffs

SEAN PHILLIPS, BRYNN GROSSMAN, JONATHAN

SHEIL, and BAASIL KHAN

DATED: 4/21/2026

BLANK ROME LLP

By: 
E9EA8355278245B...

Ana Tagvoryan

Harrison Brown

Erica R. Graves

Attorneys for Defendant

BROOKLYN BEDDING LLC

DATED: _____

MANATT, PHELPS, & PHILLIPS LLP

By: _____
Christine M. Reilly

Patrice Ruane

Attorneys for Defendant

NIGHT US LLC

DATED: _____

DOVEL & LUNER, LLP

By: _____

Simon Franzini
Jonas Jacobson
Grace Bennett
Attorneys for Plaintiffs
SEAN PHILLIPS, BRYNN GROSSMAN, JONATHAN
SHEIL, and BAASIL KHAN

DATED: _____


BLANK ROME LLP

By: _____

Ana Tagvoryan
Harrison Brown
Erica R. Graves
Attorneys for Defendant
BROOKLYN BEDDING LLC

DATED: 4/17/2026 _____

MANATT, PHELPS, & PHILLIPS LLP

By:  _____
Christine M. Reilly

Patrice Ruane
Attorneys for Defendant
NIGHT US LLC

EXHIBIT A

TO: «Settlement Class Member Email Address»

FROM: Leesa, Brooklyn Bedding, Helix, and Bear Mattress Settlement Administrator

RE: LEGAL NOTICE OF CLASS ACTION SETTLEMENT – *Grossman et al. v. Night US, LLC and Brooklyn Bedding LLC*

«FIRST NAME» «LAST NAME»

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

TO ALL PERSONS WHO, WHILE PHYSICALLY IN THE STATE OF CALIFORNIA OR AS A RESIDENT OF THE STATE OF CALIFORNIA, PURCHASED ONE OR MORE MATTRESSES ADVERTISED AT A DISCOUNT ON LEESA.COM, BROOKLYNBEDDING.COM, HELIXSLEEP.COM OR BEARMATTRESS.COM DURING THE TIME PERIODS LISTED BELOW.

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 concerning 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.

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

What Is This Case About?

This notice is to inform you that a settlement has been reached in the lawsuit entitled *Brynn Grossman, et al. v. Night US, LLC and Brooklyn Bedding LLC*, Case No. [Case Number] filed in the Superior Court of California for the County of San Diego. In the lawsuit, Plaintiffs Sean Phillips, Brynn Grossman, Jonathan Sheil, and Baasil Khan (“Plaintiffs” or “Class Representatives”), on behalf of themselves and a proposed class, allege that Night US, LLC and Brooklyn Bedding LLC (collectively, “Defendants”) deceptively advertised discounts of their products on leesa.com, brooklynbedding.com, bearmattress.com, and helixsleep.com. Defendants dispute the allegations, deny that they misled consumers or violated any law at all, and maintain that their advertising and practices were lawful at all times, but have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case. The lawsuit seeks money damages and injunctive relief, as well as attorneys’ fees and costs. The Court has not ruled on the merits of the claims or Defendants’ defenses.

Who Is A Settlement Class Member?

The settlement includes all persons who, while physically in the state of California or as residents of the state of California, purchased one or more mattresses advertised at a discount on leesa.com, brooklynbedding.com, bearmattress.com, or helixsleep.com, during the following time periods:

- For purchases made on leesa.com: July 28, 2019 to March 11, 2024;
- For purchases made on brooklynbedding.com: September 5, 2020 to March 31, 2024;
- For purchases made on helixsleep.com: October 2, 2020 to March 31, 2024; and
- For purchases made on bearmattress.com: June 4, 2021 to April 1, 2024.

You are receiving this notice because Defendants’ records indicate that you may be a Settlement Class Member, and therefore may be eligible to receive relief under this class action settlement.

What Are The Terms Of The Settlement?

Under the terms of the settlement, Settlement Class Members who do not opt-out of the settlement are eligible to receive a **\$110.00** settlement award for each mattress they purchased at an advertised discount on leesa.com, brooklynbedding.com, helixsleep.com, or bearmattress.com, during the applicable time periods. Class Members will receive their settlement award(s) 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 the applicable website they purchased from during the applicable time period (“Credit Voucher(s)”).

Class Members can decide whether to receive their settlement award(s) in cash or store credit, and Class Members will receive one Cash Benefit or Credit Voucher for each qualifying mattress order placed on the applicable websites during the relevant time periods. Based on Defendants’ records, the Parties estimate that there were approximately 74,000 qualifying mattress orders placed by Settlement Class Members during the relevant time periods, so the Parties estimate that the total value of the Cash Benefits and Credit Vouchers to Class Members will be approximately \$8,163,000. In addition to this direct relief, Defendants have agreed to pay notice and administration costs of up to \$40,000, incentive awards of up to \$5,000 to each of the Class Representatives, and reasonable attorneys’ fees and expenses of up to \$1,900,000, as approved by the Court. Payment of these costs and fees will not reduce the value of the Cash Benefits and Credit Vouchers 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 to the Class Action Settlement Administrator by **no later than** [[Claim Deadline](#)]. Claim Forms may also be submitted to the Class Action Settlement Administrator by mail if postmarked **no later than** [[Claim Deadline](#)]. The Claim Form is available at [[Settlement Website](#)]. If you placed more than one qualifying mattress order during the relevant time periods, you need only submit one Claim Form to receive a Cash Benefit for each qualifying order you placed. To receive a Credit Voucher, you do not have to do anything. If you do not submit a signed and completed Claim Form to the Class Action Settlement Administrator by [[Claim Deadline](#)] and do not opt-out of the settlement, you will automatically receive a Credit Voucher for each qualifying mattress order you placed. Credit Vouchers will be valid for three (3) years from the date of issuance.

What Are My Other Options?

Opt out. 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 Cash Benefit or Credit Voucher from the settlement, but you keep any rights you may have to sue the Defendant over the legal issues in the lawsuit. 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 Defendants for any claims under federal and state law that arise from Defendants’ advertised pricing on the relevant websites, which were alleged in this action, or which arise from the same facts and claims alleged in the action.

Object. 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 and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Additional information about opting out of or objecting to the settlement is available at [**Settlement Website**]. You will be bound by the settlement if your objection is rejected and will still receive a Credit Voucher and/or Cash Benefit.

Final Approval Hearing

The Court will hold a hearing in this case to consider whether to approve the settlement on [**Fairness Hearing Date**], at [**Fairness Hearing Time**], [**Court Address**]. The date of the Final Approval Hearing may change without further notice to the Class. 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.

At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award Class Representatives \$5,000 each for their service in helping to bring and settle this case. Defendant has agreed that Class Counsel may seek reasonable attorneys' fees in an amount to be determined by the Court, but no more than \$1,900,000. The Court may award less than this amount.

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 TO 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>, OR BY VISITING THE COURT TO REVIEW THE CASE'S DOCKET AT [**COURT ADDRESS**] BETWEEN 8:30 A.M. AND 4:00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING COURT HOLIDAYS.**

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

[Unsubscribe](#)

EXHIBIT B

Superior Court of California for the County of San Diego

Brynn Grossman et al. v. Night US, LLC and Brooklyn Bedding LLC, Case No. [Case Number]

If, while physically in California or as a resident of California, you purchased one or more mattresses advertised at a discount on leesa.com, brooklynbedding.com, helixsleep.com or bearmattress.com, during the time periods listed below, you may be entitled to compensation from a class action settlement.

A court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

- The settlement resolves a lawsuit alleging that Defendants deceptively advertised discounts of their products on leesa.com, brooklynbedding.com, bearmattress.com, and helixsleep.com.
- The parties disagree on whether Plaintiffs and the Settlement Class could have prevailed at trial. Defendants dispute the allegations, deny that they misled consumers or violated any law at all, and maintain that their advertising and practices were lawful at all times, but have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case. By entering into the settlement, Defendants have not conceded the truth or validity of any of the claims against them.
- Defendants have agreed to pay settlement awards, and other expenses, as described below, to fully resolve and release the claims of all persons who, while physically in the state of California or as residents of the state of California, purchased one or more mattresses advertised at a discount on: leesa.com from July 28, 2019 to March 11, 2024; brooklynbedding.com from September 5, 2020 to March 31, 2024; helixsleep.com from October 2, 2020 to March 31, 2024; or bearmattress.com from June 4, 2021 to April 1, 2024.
- Under the terms of the settlement, Settlement Class Members who do not opt-out of the settlement are eligible to receive a \$110.00 settlement award for each mattress they purchased at an advertised discount on leesa.com, brooklynbedding.com, helixsleep.com, or bearmattress.com, during the applicable time periods. Class Members will receive their settlement award(s) 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 the website they purchased from during the applicable time period (“Credit Voucher(s)”). Class Members can decide whether to receive their settlement award(s) in cash or store credit, and Class Members will receive one Cash Benefit or Credit Voucher for each qualifying mattress order placed on the applicable websites during the relevant time periods. Based on Defendants’ records, the Parties estimate that there were approximately 74,000 qualifying mattress orders placed by Settlement Class Members during the relevant time periods, so the Parties estimate that the total value of the Cash Benefits and Credit Vouchers to Class Members will be approximately \$8,163,000. In addition to this direct relief, Defendants have agreed to pay notice and administration costs of up to \$40,000, incentive awards of up to \$5,000 to each of the Class Representatives, and reasonable attorneys’ fees and expenses of up to \$1,900,000, as approved by the Court. Payment of these costs and fees will not reduce the value of the Cash Benefits and Credit Vouchers that Settlement Class Members will receive.
- To be eligible 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 relevant time periods only need to submit one Claim Form to receive a Cash Benefit for each order. Please do not submit more than one Claim Form. Settlement Class Members who do not opt out and do not choose to receive the Cash Benefit by submitting a valid

Claim Form shall instead automatically receive a Credit Voucher for each qualifying mattress order placed.

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

| Your Legal Rights and Options in This Settlement: | |
|--|---|
| DO NOTHING | If you do nothing, you will receive a \$110.00 Credit Voucher for each qualifying mattress order you placed on the applicable website during the applicable time periods. Credit Vouchers can be used towards any purchase made on the website(s) you purchased a qualifying mattress from during the applicable time periods. Credit Vouchers will be valid for three (3) years from the date of issuance. More information about the credits is provided below. By doing nothing, you will give up certain rights to sue Defendants. |
| SUBMIT A CLAIM FORM DEADLINE: [DATE] | If you submit a valid Claim Form by [Claim Deadline], you will receive a cash payment of \$110.00 per qualifying mattress order in the form of a check or electronic payment. If you placed more than one qualifying mattress order during the relevant time periods, you need only submit one Claim Form to receive a Cash Benefit for each order. Please do not submit more than one Claim Form. By submitting a Claim Form, you will give up certain rights to sue Defendants. You may file a claim here [hyperlink] or mail your claim form to [address]. |
| EXCLUDE YOURSELF FROM THE CASE DEADLINE: [DATE] | This is the only option that allows you to sue Defendants 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] | You may write to the Settlement Administrator 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, while physically in the state of California or as a resident of the state of California, purchased one or more mattresses advertised at a discount on: leesa.com from July 28, 2019 to March 11, 2024; brooklynbedding.com from September 5, 2020 to March

31, 2024; helixsleep.com from October 2, 2020 to March 31, 2024; or bearmattress.com from June 4, 2021 to April 1, 2024, you may have legal rights and options in this case. This Notice provides details about the case and the settlement. The Superior Court of California for the County of San Diego is overseeing this class action. The case is known as *Brynn Grossman et al. v. Night US, LLC and Brooklyn Bedding LLC*, Case No. [Case Number] (the “Action”). The people who sued are called the Plaintiffs. The companies they sued, Night US, LLC and Brooklyn Bedding LLC, are called the Defendants.

2. Why is this a class action?

In a class action, one or more people, called “Class Representatives” (in this case Sean Phillips, Brynn Grossman, Jonathan Sheil, and Baasil Khan, the named “Plaintiffs”), 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].

3. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Plaintiffs think they would have prevailed at trial. Defendants think that Plaintiffs 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 cost and risk of a trial, and the Settlement Class Members will receive compensation sooner rather than at the conclusion of a trial, if at all. The Class Representatives and their 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 Defendants deceptively advertised discounts of their products on leesa.com, brooklynbedding.com, helixsleep.com, and bearmattress.com. Based on these allegations, the lawsuit claims that Defendants violated certain California consumer protection statutes, and also asserts claims for breach of contract, breach of express warranty, quasi-contract/unjust enrichment, and intentional and negligent misrepresentation. Defendants dispute the allegations, deny that they misled consumers or violated any law at all, and maintain that their advertising and practices were lawful at all times, but have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case. More information can be found in the Consolidated 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 persons who, while physically in the state of California or as residents of the state of California, purchased one or more mattresses advertised at a discount on leesa.com, brooklynbedding.com, helixsleep.com, or bearmattress.com, during the following time periods:

- For purchases made on leesa.com: July 28, 2019 to March 11, 2024;
- For purchases made on brooklynbedding.com: September 5, 2020 to March 31, 2024;
- For purchases made on helixsleep.com: October 2, 2020 to March 31, 2024; and
- For purchases made on bearmattress.com: June 4, 2021 to April 1, 2024.

Excluded from the Settlement Class are all persons who validly opt out of the settlement in a timely manner; governmental entities; counsel of record (and their respective law firms) for the Parties; Defendants and any

of their parents, affiliates, subsidiaries, independent service providers and all of their respective officers and directors; the presiding judge in the Actions or judicial officer presiding over the matter, and all of their immediate families.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

Under the terms of the settlement, Settlement Class Members who do not opt-out of the settlement are eligible to receive a \$110.00 settlement award for each mattress they purchased at an advertised discount on leesa.com, brooklynbedding.com, helixsleep.com, or bear mattress.com, during the applicable time periods. Class Members will receive their settlement award(s) 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 the website they purchased from during the applicable time period (“Credit Voucher(s)”). Class Members can decide whether to receive Cash Benefits or Credit Vouchers—in either case, the Benefits and Vouchers will each be worth \$110.00. Class Members will receive one Cash Benefit or Credit Voucher for each qualifying mattress order they placed during the relevant time periods.

Credit Vouchers can be used towards any purchase on the applicable website a Class Member purchased a purportedly discounted mattress from during a relevant time period, as well as applied towards any shipping and handling fees, taxes, or any other applicable fees. In other words, if, during the relevant time periods, a Class Member purchased one mattress advertised at a discount from leesa.com, and another mattress advertised at a discount from brooklynbedding.com, that Class Member will receive one \$110 Credit Voucher usable on leesa.com and one \$110 Credit Voucher usable on brooklynbedding.com (assuming they do not file a valid Claim Form seeking Cash Benefits). If, instead, a Class Member only purchased one mattress advertised at a discount from leesa.com during the applicable time period, that Class Member will receive one \$110 Credit Voucher usable only on leesa.com. The Credit Vouchers can be combined with any other sale or discount, and are stackable and freely transferable between consumers. The Credit Vouchers will be valid for three years after distribution, and can be used at any time during that period, with no restrictions or blackout dates.

The Parties estimate that there were approximately 74,000 qualifying mattress orders placed by Settlement Class Members during the relevant time periods, so the Parties estimate that the total value of the Cash Benefits and Credit Vouchers to Class Members will be approximately \$8,163,000. In addition to this direct relief, Defendants have also agreed to pay notice and administration costs of up to \$40,000, incentive awards of up to \$5,000 to each of the Class Representatives, and reasonable attorneys’ fees and expenses of up to \$1,900,000, as approved by the Court. Payment of these costs and fees will not reduce the value of the Cash Benefits and Credit Vouchers that Settlement Class Members will receive.

7. How much will my payment be?

Each Cash Benefit and Credit Voucher will be worth \$110.00. Settlement Class Members who do not opt-out are eligible to receive one Cash Benefit or Credit Voucher per discounted mattress order they placed on the relevant websites during the applicable time periods.

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 Defendants 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 Defendants from any and all claims under federal and state law that arise

from Defendants' advertised pricing on the relevant websites, which were alleged in this action, or which arise from the same facts and claims alleged in the action.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes. The Court has appointed Simon Franzini, Jonas Jacobson, and Grace Bennett of Dovel & Luner, LLP as Class Counsel to represent you and the Settlement Class in this case. You will not be charged for these lawyers. These lawyers 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 of no more than \$1,900,000. Class Counsel may also ask the Court to approve incentive awards of up to \$5,000 to the Class Representatives, Sean Phillips, Brynn Grossman, Jonathan Sheil, and Baasil Khan, for their services as Class Representatives. The Court may award less than these amounts. Any amounts awarded by the Court to Class Counsel or the Class Representatives will be paid separately by Defendants and will not reduce the value of the Credit Vouchers or Cash Benefits.

HOW TO CHOOSE YOUR SETTLEMENT AWARD

12. How can I get compensation under the settlement?

Settlement Class Members who do not opt out of the settlement by [Objection/Exclusion Deadline] are eligible to receive compensation in the form of 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 the website they purchased from during the applicable time period ("Credit Voucher(s)"), at each Settlement Class Member's election.

To receive the Cash Benefit, you must submit a valid Claim Form. Settlement Class Members who placed more than one qualifying mattress order during the relevant time periods only need to submit one Claim Form to receive a Cash Benefit for each qualifying order. Please do not submit more than one Claim Form. The identity of each Settlement Class Member who submits a Claim Form must match the personal information associated with their respective orders. Settlement Class Members who do not submit a valid Claim Form by [Claim Deadline] will receive a Credit Voucher for each qualifying mattress order placed. A Claim Form is available on the internet at [Settlement Website]. Read the instructions carefully. You must fill out the form, sign it, and submit it online no later than [Claim Deadline] to receive a Cash Benefit. You may also submit a Claim Form by mail if it is postmarked by no later than [Claim Deadline].

To receive a Cash Benefit, each Settlement Class Member must attest under penalty of perjury that (a) they, while physically in the state of California or as residents of the state of California, and during the applicable time periods, purchased one or more mattresses advertised at a discount on leesa.com, brooklynbedding.com, helixsleep.com, or bearmattress.com, (b) that the information supplied in the Claim Form is true and correct to the best of the Settlement Class Member's knowledge, and (c) that they have not opted-out of the settlement. Failure to timely submit a valid Claim Form with all requested information will result in such Settlement Class Member receiving a Credit Voucher for each qualifying mattress order by default.

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 any appeal may be filed and whether it can be resolved. Resolving any appeal 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 Defendants 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 statements “I/we request to be excluded from the class settlement in “*Brynn Grossman et al. v. Night US, LLC and Brooklyn Bedding LLC*, Case No. [Case Number]” and “while physically in the state of California or while a resident of California, I purchased one or more mattresses advertised at a discount from leesa.com on July 28, 2019 to March 11, 2024; brooklynbedding.com from September 5, 2020 to March 31, 2024; helixsleep.com from October 2, 2020 to March 31, 2024; or bearmattress.com from June 4, 2021 to April 1, 2024.” No request for exclusion will be valid unless all of the information described above is included.

You must mail your exclusion request no later than [Objection/Exclusion Deadline] to the Class Action Settlement Administrator. You must mail your exclusion request to the following address:

[Address]

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

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Defendants for the claims released in the Settlement Agreement.

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?

If you are a Class Member, you can ask the Court to deny approval of the settlement by submitting an objection. You can give reasons why you think the Court should not approve it. The Court will consider your views. 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 should object. A Settlement Class Member who objects still remains in the Settlement Class and, if the Court approves the settlement, will receive a settlement award.

Any objection to the proposed settlement must be in writing. If you submit 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 (“*Brynn Grossman et al. v. Night US, LLC and Brooklyn Bedding LLC*, Case No. [Case Number]”), and (b) be mailed to the Class Action Settlement Administrator on or before [Objection/Exclusion Deadline]. Settlement Class Members must mail any objection to this address:

[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). If you want to appear and speak at the Final Approval Hearing to object to the settlement, with or without a lawyer, you must say so in your written objection.

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 (opt out), 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?

If you do nothing, you will remain a member of the Settlement Class and you will give up your right to sue Defendants regarding the released claims. You will automatically receive a settlement award in the form of a \$110.00 Credit Voucher per each of your qualifying mattress orders.

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 [Fairness Hearing Date], at the [Court 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 Representatives.

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. It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be submitted to the Class Action Settlement Administrator and be 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 Defendants, 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 [Phone Number], or by writing to the Class Action Settlement Administrator at [Address], or by visiting the Court to review the case's docket at [Court Address], between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding court holidays. 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.

EXHIBIT C

**TO ALL PERSONS WHO, WHILE
PHYSICALLY IN THE STATE OF
CALIFORNIA OR AS A RESIDENT OF
THE STATE OF CALIFORNIA,
PURCHASED AT ONE OR MORE
MATTRESSES ADVERTISED AT A
DISCOUNT ON LEESA.COM,
BROOKLYNBEDDING.COM,
HELIXSLEEP.COM, OR
BEARMATTRESS.COM, DURING
CERTAIN TIME PERIODS.**

**Read This Notice Carefully. You
Could Receive Compensation
From a 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

*Brynn Grossman, et al. v. Night US, LLC and
Brooklyn Bedding LLC c/o Administrator*
[Address]

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «[Notice ID](#)»

Confirmation Code: « Confirmation Code »

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

the address or toll-free number on the back of this notice.

What Is This Case About? In this lawsuit, Plaintiffs allege that Defendants deceptively advertised purported discounts of products on various websites. Defendants dispute the allegations, deny that they misled consumers or violated any law at all, and maintain that their advertising and practices were lawful at all times. You are receiving this Notice because Defendants' records indicate that you may be a Settlement Class Member. Settlement Class Members include all persons who, while physically in the state of California or as residents of California, purchased one or more mattresses advertised at a discount on: leesa.com from July 28, 2019 to March 11, 2024; brooklynbedding.com from September 5, 2020 to March 31, 2024; helixsleep.com from October 2, 2020 to March 31, 2024; or bearmattress.com from June 4, 2021 to April 1, 2024.

What Are the Settlement Benefits? Under the terms of the settlement, Settlement Class Members are eligible to receive a **\$110.00** settlement award for each mattress they purchased at an advertised discount on leesa.com, brooklynbedding.com, helixsleep.com, or bearmattress.com, during the applicable time periods. Class Members will receive their settlement award(s) 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 the website they purchased from during the applicable time period ("Credit Voucher(s)"). Class Members can decide whether to receive their settlement award(s) in cash or store credit, and Class Members will receive one Cash Benefit or Credit Voucher for each qualifying mattress order placed on the applicable website during the relevant time periods. Based on Defendants' records, the Parties estimate that there were approximately 74,000 qualifying mattress orders placed by Settlement Class Members during the relevant time periods, so the Parties estimate that the total value of the Cash Benefits and Credit Vouchers to Class Members will be approximately \$8,163,000. In addition to this direct relief, Defendants have agreed to pay notice and administration costs of up to \$40,000, incentive awards of up to \$5,000 to each of the Class Representatives, and reasonable attorneys' fees and expenses of up to \$1,900,000, as approved by the Court. Payment of these costs and fees will not reduce the value of the Cash Benefits and Credit Vouchers that Settlement Class Members will receive.

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 Settlement Administrator, by [Claim Deadline]. If you placed more than one qualifying mattress order, you need only submit one Claim Form to receive a Cash Benefit for each order. To receive a Credit Voucher, you do not have to do anything. But, to ensure you receive a Credit Voucher, please provide a current email address at [Settlement Website] by [Claim Deadline]. If you do not submit a timely Claim Form and do not opt-out of the settlement, you will automatically receive a Credit Voucher for each qualifying mattress order you placed. Credit Vouchers are valid for three (3) years.

What Are My Other Options? If you do nothing, you will automatically receive a Credit Voucher. You will be legally bound by the terms of the settlement, and you will release certain claims against Defendants. 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 Voucher from the settlement, but you keep any rights you may have to sue the Defendant over the legal issues in the lawsuit. 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.

DocuSign Envelope ID: 00718983-CFB5-8E00-824B-6822AD4C9E99 Case No. [Case Number]

The Court's Final Approval Hearing. The Court will hold a hearing in this case to consider whether to approve the settlement on [Fairness Hearing Date] at [Fairness Hearing Time], at [Court Address]. The date of the Final Approval Hearing may change without further notice to the class. 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 to or call the class action Settlement Administrator at [Settlement Admin Address] OR [Phone Number] (toll-free).

EXHIBIT D

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

Superior Court of California for the
County of San Diego

Grossman et al. v. Night US, LLC and Brooklyn Bedding LLC
Case No. [Case Number]

WHI-Claim

Claim Form

**LEESA, BROOKLYN BEDDING, HELIX, AND BEAR
MATTRESS SETTLEMENT
CLAIM FORM FOR CASH BENEFIT**

INSTRUCTIONS

This class action alleges that Defendants violated California state laws by deceptively advertising discounts of products on various websites. The websites at issue in the lawsuit are leesa.com, brooklynbedding.com, helixsleep.com, and bearmattress.com.

You are a Settlement Class Member if you, while physically in the state of California or as a resident of the state of California, purchased one or more mattresses advertised at a discount on leesa.com from July 28, 2019 to March 11, 2024; brooklynbedding.com from September 5, 2020 to March 31, 2024; helixsleep.com from October 2, 2020 to March 31, 2024; or bearmattress.com from June 4, 2021 to April 1, 2024.

Under the terms of the settlement, Settlement Class Members are eligible to receive a \$110.00 settlement award for each mattress they purchased at an advertised discount on the applicable website during the applicable time periods. If you wish to receive your \$110.00 settlement award(s) in the form of cash (“Cash Benefit”) rather than store credit you must submit a valid Claim Form no later than 11:59 Pacific Time on [Claim Deadline]. If you placed more than one qualifying mattress order during the relevant periods, you need only submit one Claim Form to receive a Cash Benefit for each order. Please only submit one Claim Form.

If you wish to receive your settlement award(s) in the form of store credit (“Credit Voucher”), 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. Credit Vouchers are valid for three (3) years.

Any 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 **11:59 Pacific Time on DEADLINE**, or completed and mailed **with a postmark date no later than DEADLINE** to:
[Address]

If you have any questions, please contact the Settlement Administrator by email at **EMAIL ADDRESS**, by its toll-free number at XXX-XXX-XXXX or by mail at the address listed above.

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

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

Grossman et al. v. Night US, LLC and Brooklyn Bedding LLC
Case No. [Case Number]

WHI-Claim

Claim Form

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

Superior Court of California for the County of San Diego

Grossman et al. v. Night US, LLC and Brooklyn Bedding LLC Case No. [Case Number]

WHI-Claim

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

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 on this Claim Form becomes invalid for any reason, it is your responsibility to provide the Settlement Administrator with a valid mailing address, email address, and mobile phone for payment. The current email address, mailing address, and mobile phone number you provide here does not need to be the same address you used for your qualifying purchase(s). The Notice ID can be located in the email or mail notice you received from the Settlement Administrator.

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 and the state of California, that (1) the information included with this Claim submission is true, accurate, and complete to the best of my knowledge, information, and belief; (2) while physically in the state of California or while a resident of California, I purchased one or more mattresses advertised at a discount on leesa.com from July 28, 2019 to March 11, 2024; brooklynbedding.com from September 5, 2020 to March 31, 2024; helixsleep.com from October 2, 2020 to March 31, 2024; or bearmattress.com from June 4, 2021 to April 1, 2024; and (3) I have not submitted a request to exclude myself, or "opt out of," the settlement. 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 agree to furnish additional information regarding this Claim if so requested to do so by the

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

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

Grossman et al. v. Night US, LLC and Brooklyn Bedding LLC
Case No. [Case Number]

WHI-Claim

Claim Form

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: ___ / ___ / ___