

Superior Court of California for the County of San Diego
Ashley Islas, et al. v. Avocado Mattress LLC, Case No. 26CU015703N

If you purchased certain Avocado mattress products at a discount from www.AvocadoGreenMattress.com, while in California, or while a resident of California, from June 24, 2021 to September 4, 2026, you may be entitled to compensation from a class action settlement.

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

- The Settlement resolves a lawsuit alleging that Defendant deceptively advertised various discounts of products on its website, www.AvocadoGreenMattress.com.
- The two sides disagree on whether Plaintiffs and the Settlement Class could have prevailed at trial. By entering into the Settlement, Defendant has not conceded the truth or validity of any of the claims against it and denies any liability or wrongdoing.
- Defendant has agreed to pay direct benefits, and other expenses, as described below, to fully resolve and release the claims of all consumers who, while in the state of California or while residents of California, purchased one or more Class Products on www.AvocadoGreenMattress.com, from June 24, 2021 to September 4, 2026. “Class Products” means certain discounted Avocado Green mattresses that are subject to the claims of the lawsuit, based on Defendant’s records. Defendant has provided a Class List identifying Settlement Class Members. If you personally received this notice via email, Defendant’s records show that you are a Settlement Class Member.
- Under the terms of the Settlement, each Settlement Class Member will receive a \$100.00 store credit (“Credit Voucher”) that can be applied towards any purchase made on www.AvocadoGreenMattress.com. The Parties estimate that there are approximately 5,000 Settlement Class Members, so the Parties anticipate that the total value of the Credit Vouchers to Class Members will be approximately \$500,000. In addition to this direct relief, Defendant has also agreed to pay notice and administration costs estimated to be \$9,950, incentive awards of up to \$2,500 to each of the Class Representatives to compensate them for their work on the case, and reasonable attorneys’ fees and expenses of up to \$125,000, as approved by the Court. Payment of these costs and fees will not reduce the value of the Credit Vouchers that Settlement Class Members will receive.
- 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 automatically receive a \$100.00 Credit Voucher. The credit can be applied towards any purchase made on www.AvocadoGreenMattress.com . More information about the credits is provided below. By doing nothing, you will give up certain rights to sue Defendant.
EXCLUDE YOURSELF FROM THE CASE DEADLINE: OCTOBER 5, 2026	This is the only option that allows you to sue Defendant on your own regarding the legal claims in this case, but you will not receive compensation under the Settlement. The deadline for excluding yourself is October 5, 2026 .
OBJECT TO THE SETTLEMENT DEADLINE: OCTOBER 5, 2026	Submit a written statement about why you do not like the Settlement. A Settlement Class Member who objects still remains in the Settlement Class and will receive a Credit Voucher. The deadline for objecting is October 5, 2026 .

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement. Settlement benefits 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. This Notice explains the Settlement and related issues. The Superior Court of California for the County of San Diego is overseeing this class action. The case is known as *Ashley Islas, et al. v. Avocado Mattress LLC*, Case No. 26CU015703N (the “Action”). The people who sued are called the Plaintiffs. The company they sued is called the Defendant.

2. Why is this a class action?

In a class action, one or more people, called “Class Representatives” (in this case Ashley Islas, Elizabeth Amill and Mateo Pettyjohn, 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 www.ProductAdvertisingSettlement.com.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Plaintiffs think they would have prevailed at trial. Defendant thinks the 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 risk and cost of a trial, and the

QUESTIONS? CALL 1 (866) 860-4336 TOLL-FREE OR VISIT WWW.PRODUCTADVERTISINGSETTLEMENT.COM

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

MEMBERS OF THE SETTLEMENT CLASS

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

The Court has certified this case for settlement purposes only as a class action. The Settlement Class consists of: all consumers who, while in the state of California or while residents of California, purchased one or more Class Products from www.AvocadoGreenMattress.com, from June 24, 2021 to September 4, 2026. “Class Products” means certain discounted Avocado Green mattresses that are subject to the claims of the lawsuit, based on Defendant’s records. Defendant has provided a Class List identifying Settlement Class Members. If you personally received this notice via email, Defendant’s records show that you are a Settlement Class Member.

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

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Under the terms of the Settlement, Settlement Class Members will automatically receive a \$100.00 store credit (“Credit Voucher”) that can be applied towards any purchase made on www.AvocadoGreenMattress.com.

Credit Vouchers will be valid for three years after distribution and can be used at any time, towards any purchase on www.AvocadoGreenMattress.com, as well as applied to any shipping and handling fees, taxes, or any other applicable fees that might apply to a purchase. Vouchers are not subject to any blackout dates or restrictions. They can be combined with any other sale, promotion or discount, and are freely transferable and stackable. The Parties estimate that there are approximately 5,000 Settlement Class Members, so the Parties estimate that the total value of the Credit Vouchers to Class Members will be approximately \$500,000.

In addition to these benefits, Defendant has also agreed to pay notice and administration costs estimated to be \$9,950, incentive awards of up to \$2,500 to each Class Representative to compensate them for their work on this case, and reasonable attorneys’ fees and expenses of up to \$125,000, as approved by the Court.

QUESTIONS? CALL 1 (866) 860-4336 TOLL-FREE OR VISIT WWW.PRODUCTADVERTISINGSETTLEMENT.COM

Payment of these costs and fees will not reduce the value of the Credit Vouchers that Settlement Class Members will receive.

7. How much will my payment be?

Each Credit Voucher will be worth \$100.00.

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

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

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

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

10. Should I get my own lawyer?

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

11. How will the lawyers be paid?

Class Counsel may file a request for attorneys' fees and reimbursement of the costs they sustained in litigating this case of no more than \$125,000. Class Counsel may also ask the Court to approve incentive awards of up to \$2,500 to each of the Class Representatives, Ashley Islas, Elizabeth Amill, and Mateo Pettyjohn, 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 Defendant and will not reduce the value of the Credit Vouchers.

HOW TO RECEIVE YOUR SETTLEMENT BENEFIT

12. How can I get compensation under the Settlement?

Settlement Class Members who do not opt out of the Settlement by **October 5, 2026** will automatically receive a Credit Voucher to the last email address on file with Defendant. If you would like your Credit Voucher to be sent to a different email address, you may contact the Settlement Administrator at Info@ProductAdvertisingSettlement.com.

13. When would I receive compensation?

QUESTIONS? CALL 1 (866) 860-4336 TOLL-FREE OR VISIT WWW.PRODUCTADVERTISINGSETTLEMENT.COM

The Court will hold a hearing on **December 4, 2026**, at 1:30 p.m., to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Settlement benefits 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 www.ProductAdvertisingSettlement.com. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

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

To exclude yourself from the Settlement, you must send a letter by mail to the Class Action Settlement Administrator that (a) states your name, address, and phone number; (b) is personally signed by you, and not your attorney or anyone acting on your behalf; and (c) includes the statement “I/we request to be excluded from the class settlement in *“Ashley Islas, et al. v. Avocado Mattress LLC*, Case No. 26CU015703N.” 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 **October 5, 2026** to the Class Action Settlement Administrator at the following address:

Avocado Mattress Settlement Administrator
Attn: Exclusions
P.O. Box 58220
Philadelphia, PA 19102

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

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

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

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

OBJECTING TO THE SETTLEMENT

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

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

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

QUESTIONS? CALL 1 (866) 860-4336 TOLL-FREE OR VISIT WWW.PRODUCTADVERTISINGSETTLEMENT.COM

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 (“*Ashley Islas, et al. v. Avocado Mattress LLC*, Case No. 26CU015703N”), and (b) be mailed to the Settlement Administrator on or before **October 5, 2026** at the following address:

Avocado Mattress Settlement Administrator
Attn: Objections
P.O. Box 58220
Philadelphia, PA 19102

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

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

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

A Settlement Class Member who objects still remains in the Settlement Class and will receive a Credit Voucher if the Settlement is finally approved.

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 Defendant. You will automatically receive a \$100.00 Credit Voucher.

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 1:30 p.m. on **December 4, 2026**, in Department N-27 at the North County Regional Center of the San Diego Superior Court, 325 S. Melrose Dr., Vista, CA 92081. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements herein, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and the Class 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.

QUESTIONS? CALL 1 (866) 860-4336 TOLL-FREE OR VISIT WWW.PRODUCTADVERTISINGSETTLEMENT.COM

21. Do I have to come to the hearing?

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

22. May I speak at the hearing?

You, or any lawyer you retain, may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your objection to the Settlement a statement saying that it is your intent to appear at the Final Approval Hearing. Your Objection and notice of intent to appear must be submitted to the Settlement Administrator no later than **October 5, 2026**. You cannot speak at the hearing if you excluded yourself from the Settlement.

TAX CONSEQUENCES

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

None of Defendant, Class Counsel, or the Class Action Settlement Administrator is able to 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 www.ProductAdvertisingSettlement.com, or by calling toll-free 1 (866) 860-4336, or by writing to the Class Action Settlement Administrator at Avocado Mattress Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or by visiting the Court to review the case's docket at the North County Regional Center of the San Diego Superior Court, 325 S. Melrose Dr., Vista, CA 92081, 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
Jonas Jacobson
Jonas@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.