

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement” or the “Agreement”) is made and entered by and between Ashley Islas, Elizabeth Amill and Mateo Pettyjohn, individually and on behalf of the Settlement Class (“Plaintiffs” or “Class Representatives”), on the one hand, and Avocado Mattress LLC (“Defendant”), on the other hand, and is subject to approval in the action *Ashley Islas, et al. v. Avocado Mattress LLC* to be filed in the Superior Court of California for the County of San Diego (the “Court”).

I. DEFINITIONS

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

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

B. “**Administration Costs**” means the actual costs reasonably charged by the Settlement Administrator for its services as provided for in this Agreement, including, but not limited to, all costs of providing notice to persons in the Settlement Class, and issuing and distributing Credit Vouchers. Administration Costs shall be paid by Defendant.

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

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

E. “**Class Counsel**” means the attorneys of Dovel & Luner, LLP.

F. “**Class List**” means the list of approximately 5,000 **Settlement Class Members** (including the Named Plaintiffs) identified based on Avocado’s records.

G. “**Class Period**” means June 23, 2021 through and including the Notice Date (as defined below).

H. **“Class Products”** means discounted Avocado Green mattresses that are subject to the claims of the Action, based on Defendant’s records. Based on Defendant’s records, there are approximately 5,000 Settlement Class Members who purchased Class Products.

I. **“Credit Voucher(s)”** means the \$100 credits automatically issued to each Settlement Class Member, which can be applied toward any purchase made on Defendant’s website. Credit Vouchers are subject to additional terms and conditions, as set forth in Section III(C)(3).

J. **“Effective Date”** means: if there are no objections, the date of Final Approval; if there are objections, the date upon which the last (in time) of the following events occurs: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (ii) the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of any appeal(s) of the Final Approval Order; (iii) the date of final dismissal of any appeal of, or the final dismissal or resolution of any proceeding on certiorari with respect to, the Final Approval Order; or (iv) the date upon which the final objection is withdrawn.

K. **“Email Notice”** means notice of the proposed Settlement to be provided to Settlement Class Members via email in substantially the same form as attached hereto as **“Exhibit A”**.

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

M. **“Federal Court Action”** means *Ashley Islas, et al. v. Avocado Mattress LLC*, Case No. 2:25-cv-05698 (C.D. Cal.).

N. **“Fee Award”** means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel.

O. **“Final Approval”** means the date the Court finally approves the Settlement, including but not limited to, the terms and conditions of this Agreement.

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

Q. **“Incentive Awards”** mean reasonable payments, subject to Court approval, made to the Class Representatives as compensation for their efforts and diligence in pursuing the Actions.

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

S. **“Notice Deadline”** or **“Notice Date”** means the date no later than 30 days after Preliminary Approval on which the notice described in this Agreement is first issued.

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

U. **“Parties”** or **“Party”** means the Class Representatives and Defendant.

V. **“Plaintiffs”** means Ashley Islas, Elizabeth Amill, and Mateo Pettyjohn.

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

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

Y. **“Released Claims”** means all claims to be released pursuant to this Agreement.

Z. **“Settlement Administrator”** means the third-party agent or administrator selected by Plaintiffs and appointed by the Court. The Parties agree that, subject to the Court’s approval and Defendant’s consent, which shall not be unreasonably withheld, Plaintiffs shall select an independent entity to serve as the Settlement Administrator to implement the Class

Notice and all other settlement administration requirements of this Agreement. Plaintiffs and Defendant will cooperate in good faith with the Settlement Administrator to effectuate the Settlement.

AA. **“Settlement Class”** means all persons who, while in the state of California or while a resident of California, purchased one or more Class Products from Defendant’s website during the Class Period. Based on Defendant’s records, there are approximately 5,000 Settlement Class Members, as identified in the Class List.

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.

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

CC. **“Settlement Website”** means the website to be established by the Settlement Administrator for purpose of providing notice, and other information regarding this Agreement, as described in this agreement.

DD. **“Website Notice”** means the notice made available on the Settlement Website pursuant to this Agreement, including the Long Form Notice.

II. **LITIGATION BACKGROUND**

A. This Settlement resolves allegations that, during the Class Period, Defendant deceptively advertised discounts of products on its website, avocadogreenmattress.com. Based on these allegations, California consumers, Ashley Islas and Elizabeth Amill, filed suit in the Central District of California against Defendant on June 23, 2025. Later, on October 28, 2025, Plaintiff Mateo Pettyjohn joined the suit when Plaintiffs filed the First Amended Complaint. Plaintiffs alleged, on behalf of a class of similarly situated consumers, violations of certain consumer protection laws, and asserted claims for breach of contract, breach of express warranty, quasi-contract/unjust enrichment, and intentional and negligent misrepresentation. They sought

injunctive relief, damages, and restitution in amounts by which Defendant was allegedly unjustly enriched based on its product sales.

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

C. The Parties litigated the Federal Court Action extensively and engaged in significant discovery and motion practice. The Parties briefed Plaintiffs' Motion for Class Certification, which was filed on November 24, 2025, and was accompanied by two expert reports. Defendant opposed this motion on December 8, 2025, and Plaintiffs filed a reply on December 15, 2025. The Class Certification Motion was fully briefed and pending when the Parties reached this Agreement.

D. The Parties began initial settlement discussions soon after the Federal Court Action was filed. As part of these discussions, the Parties scheduled a mediation for October 2, 2025, and, in the lead up to it, exchanged informal discovery, including financial and sales records relevant to the claims and alleged damages. Plaintiffs' Counsel analyzed these records to understand Defendant's liability and the potential damages models available. The Parties then participated in an all-day mediation on October 2, 2025, with the Honorable Charles "Tim" McCoy (Ret.) of JAMS. While the Parties did not reach a settlement at the mediation itself, they continued to negotiate a potential classwide resolution, while simultaneously continuing to litigate over the following months.

E. After continued negotiations, the Parties agreed to a term sheet, which was fully executed on December 18, 2025. As a result of these lengthy, substantive, and good faith

negotiations, Class Counsel was able to assess thoroughly the claims of the Settlement Class Members, Defendant's marketing practices, and Defendant's defenses.

F. 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 Defendant 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.

G. Based on the foregoing, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims asserted in or arising from the Action which exist between the Parties. Therefore, it is the intention of the Class Representatives and the Settlement Class that this Agreement shall constitute a full and complete Settlement and release of the Released Claims against Defendant.

III. TERMS OF SETTLEMENT

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

A. Filing of the Action and Request for Preliminary Approval: The Parties agree that Plaintiffs will file a Complaint asserting class claims on behalf of California consumers in the Superior Court of California for the County of San Diego. To conserve judicial and party resources, and to ensure that the approving court has subject matter jurisdiction over all claims, the Parties filed a joint stipulation dismissing the Federal Court Action without prejudice, and will seek approval of the Settlement in the Superior Court of California for the County of San Diego. Defendant will not contest personal jurisdiction or venue in the San Diego County case as to any Class Representative or Class Member for settlement purposes only. The class claims

asserted in the Action in accordance with this provision shall be treated for all purposes as though they were filed as of the date of the initial complaint in the Federal Court Action.

B. Conditional Certification of Class. For settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant, and solely pursuant to the terms of this Agreement, the Parties consent to and agree to the establishment of a conditional certification of the Settlement Class pursuant to the applicable rules governing class actions. This certification is conditional on the Court's approval of this Agreement. In the event the Court does not approve all material terms of the Agreement, or if the Agreement is voluntarily or involuntarily terminated for any reason, then certification of the Settlement Class shall be void and this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy. And, in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement, and Defendant has not and shall not be deemed to have waived any opposition or defenses it has to any aspect of the claims asserted herein or to whether those claims are amenable to class-based treatment. In addition, in such an event, Plaintiffs may re-file the Federal Court Action within 30 days, and, if Plaintiffs do so, the Parties agree that that re-filed action shall be treated as though the class claims brought within it were filed as of the date of the initial complaint in the Federal Court Action, June 23, 2025, including for purposes of any statute of limitation defense as to Plaintiffs' claims and as to the claims of any unnamed putative class members. Defendant supports certification of the Settlement Class for settlement purposes only.

C. Relief for the Settlement Class.

1. Benefits to Settlement Class Members: Subject to the rights, terms, and conditions of this Agreement, each Settlement Class Member will automatically receive a

website purchase credit (Credit Voucher) in the amount of \$100. Defendant estimates, based on its sales records, that there are approximately 5,000 Class Members who purchased Class Products (as identified in the Class List). Thus, the Parties anticipate that the total value of the Credit Vouchers Class Members will receive under this Settlement will be at least \$500,000.

2. Credit Voucher Delivery: Using information provided by Defendant, the Settlement Administrator will provide a \$100 Credit Voucher to each Settlement Class Member, without any requirement for the Settlement Class Member to fill out a claim form or take any other affirmative action. The Settlement Administrator will deliver Credit Vouchers to Settlement Class Members by email within **fourteen (14) calendar days** after the Effective Date. The Settlement Administrator will send Credit Vouchers to the most recent email address that Defendant has on file for a Class Member. However, the distributed Notice and the Settlement Website will direct Class Members to provide an updated email address to the Settlement Administrator if they prefer their Credit Voucher be sent to a different email address. If the Settlement Administrator receives an updated email address for a Class Member, then they will send the Credit Voucher to that email address.

3. Use of Credit Vouchers: Credit Vouchers can be used to make any purchase of any product on Defendant's website (www.avocadogreenmattress.com), with no restrictions. Credit Vouchers can also be applied towards any shipping and handling fees, taxes, or any other applicable fees that might apply to a purchase. Credit Vouchers can be combined with any other discount, promotion or offer and are freely transferable and stackable. If a Credit Voucher used in connection with an order exceeds the total amount of the order (including any shipping and handling fees, taxes, or any other applicable fees that may apply to a purchase), then any unused Credit Voucher will remain useable and can be applied toward future orders. Credit Vouchers can be used at any time, with no blackout dates, for a period of three years after they are distributed.

D. Releases.

1. Release of Defendant. Upon payment and distribution of all benefits owed under this Agreement (including all Credit Vouchers, and any Fee Award or Incentive Award awarded by the Court), except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, the Class Representatives and the Settlement Class shall fully release and discharge Defendant and all its present and former parent companies, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, affiliates, successors, personal representatives, heirs and assigns, retailers, suppliers, distributors, endorsers, consultants, investors, owners, attorneys, manufacturers and any and all other entities or persons upstream and downstream in the production/distribution channels, but only in their capacity as such (together, the “Discharged Parties”) from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, arising under federal, state, or local law, whether known or unknown, suspected or unsuspected, that the Class Representatives or Settlement Class Members ever had, now have, or may have against the Discharged 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 arising from the Discharged Parties’ representations, advertising, marketing and/or sales on the Defendant’s website, during the Class Period, which were asserted in the Federal Court Action and will be asserted in the Action, or which arise from the same facts that were alleged in the operative complaint in Federal Court Action and will be alleged in the operative complaint in the Action. This is notwithstanding that the Class Representatives 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.

2. In connection with the foregoing release, Plaintiffs and the Settlement Class waive any rights under California Civil Code Section 1542 to the extent that section may be applicable and which provides as follows:

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.

E. Attorneys' Fees/Costs and Incentive Awards.

1. The Parties agreed to the amount and structure of relief for the Settlement Class before negotiating the amount of attorneys' fees or costs or the amount of an incentive award.

2. As part of this Settlement, Defendant has agreed to pay Class Counsel reasonable attorneys' fees and costs for their work on the Action and Federal Court Action, as approved by the Court, of up to \$125,000 (25% of the total value of the class relief), without reducing the amount of money available to pay Credit Vouchers to Class Members. After the Court preliminarily approves the Settlement, Class Counsel may move the Court for a reasonable award of attorneys' fees and costs of up to \$125,000 ("Fee Award"). Defendant agrees not to object to a request nor oppose a motion seeking a Fee Award up to this amount. Class Counsel will move for a Fee Award at least **fourteen (14) calendar days** before the Objection/Exclusion Deadline, or at another date as ordered by the Court. Should the Court award less than the full \$125,000 available to pay for Class Counsel's Fee Award, any difference between the \$125,000 made available and the amount actually awarded by the Court shall be distributed to the National Consumer Law Center and will not revert to Defendant. Neither Plaintiffs' nor Defendant's Counsel has any relationship with the National Consumer Law Center.

3. As part of this Settlement, Defendant has agreed to pay the Class Representatives, Ashley Islas, Elizabeth Amill, and Mateo Pettyjohn, Incentive Awards of up to \$2,500 each. After the Court preliminarily approves the Settlement, the Class Representatives may apply to the Court for Incentive Awards in an amount not to exceed \$2,500 each, for their participation as Class Representatives. Defendant agrees that Incentive Awards of up to \$2,500

for each Class Representative are reasonable, and agrees not to object to a request nor oppose a motion seeking Incentive Awards up to this amount. Should the Court award less than the full \$2,500 requested Incentive Awards to each Class Representative, any difference between the request and the amount actually awarded by the Court shall be distributed to the National Consumer Law Center and will not revert to Defendant.

4. Defendant will pay the Fee Award to Class Counsel via wire transfer within **thirty (30) calendar days** of Final Approval (regardless of any appeals), subject to Plaintiffs' counsel providing an undertaking that they will return any fees that are overturned on appeal. Defendant will also pay any Incentive Awards approved by the Court to Class Counsel's client trust account via wire transfer within **fourteen (14) calendar days** of the Effective Date. Court approval of the Fee Awards and Incentive Awards, or their amount, will not be a condition of the Settlement.

5. Plaintiffs and Class Counsel agree to provide Defendant 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.

6. Except for the Fee Award and Incentive Awards to be paid to Class Counsel and Plaintiffs as specifically provided in this Agreement, Defendant does not agree to pay and shall not be responsible or liable under this Agreement for the payment of any attorneys' fees or expenses of Class Counsel, 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 settlement administration activities shall be carried out exclusively by the Settlement Administrator unless otherwise specified in this Agreement.

B. Administration Costs. Defendant shall pay sums to cover any reasonable Administration Costs to the Settlement Administrator as they become due.

C. Notice.

1. Within **ten (10) calendar days** of the Court granting preliminary approval, Defendant will provide the Settlement Administrator the Class List, including names, and the most recent email and shipping address Defendant has on file for each Class Member (“Class List”), 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 30 days after Preliminary Approval (the Notice Date).

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

4. Website Notice. The Settlement Administrator will establish and maintain the Settlement Website. The Settlement Website will be dedicated to the Settlement. On the Settlement Website will be posted the Long Form Notice, a copy of this Agreement, the Preliminary Approval Order, any request by Class Counsel for a Fee Award and Incentive Awards, and any other materials the Parties agree to include. The Settlement Website shall also provide 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 Fairness Hearing, that the date may change without further notice, and that Settlement Class Members should be advised to check the Settlement Website to confirm that the date has not been changed. These documents and information shall be available on the Settlement Website no later than the Notice Deadline and remain until 30

days after distribution of all Credit Vouchers. The Settlement Website shall not include any advertising and shall not bear or include Defendant's logo or trademarks.

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

D. Weekly Reporting and Final Tally. The Settlement Administrator shall provide weekly reports to counsel for Defendant and Plaintiffs stating the number of requests for exclusion or objections received.

E. Class Counsel and Defendant 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. The Settlement Administrator will provide any written objections received to Class Counsel within five **(5) calendar days** (or such other number of days as the Court shall specify), 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; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; (6) proof of membership in the Class, or a signed statement attesting, under penalty of perjury, that they are a Class Member; (7) a list of all objections filed by the objector and his or her counsel to class action settlements in the last three years; and (8) the signature of the Settlement Class Member and her or his

counsel, if any. No Settlement Class Member shall be heard at the Fairness Hearing (whether individually or through separate counsel) unless written notice of the Settlement Class Member's intention to appear at the Fairness Hearing, and copies of any written objections or briefs, have been timely submitted to the Settlement Administrator. The date of the postmark on the mailing envelope, as well as the date a written objection is received by the Settlement Administrator, shall be the exclusive mechanisms used to determine whether an objection and/or notice of intention to appear has been timely submitted. An objection and/or notice to appear shall be deemed untimely unless postmarked by the Objection/Exclusion Deadline, or unless it is received by the Settlement Administrator no later than **five (5) calendar days** after the Objection/Exclusion Deadline. Settlement Class Members who fail to timely submit a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Class Counsel shall, at least **fourteen (14) calendar days** (or such other number of days as the Court shall specify) before the Fairness Hearing, file any responses to any written objections submitted to the Court by Settlement Class Members in accordance with this Agreement.

B. Procedure for Requesting Exclusion. Settlement Class Members who wish to opt out of this Settlement must submit a written statement to the Settlement Administrator by the Objection/Exclusion Deadline. To be valid, each request for exclusion must: (a) state the Settlement Class Member's name, address, and phone number; (b) be signed by the Settlement Class Member; and (c) include the statement "I/we request to be excluded from the class settlement in *"Ashley Islas, et al. v. Avocado Mattress LLC"* and include the case number. No "class" or "mass" exclusions shall be permitted. Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be null, void, and ineffective. The date of the postmark on the mailing envelope, as well as the date an opt-out/exclusion request is received by the Settlement Administrator, shall be the exclusive mechanisms used to determine whether an opt-out/exclusion request has been timely submitted. An opt-out/exclusion request shall be deemed untimely unless postmarked by the

Objection/Exclusion Deadline, or unless it is received by the Settlement Administrator no later than **five (5) calendar days** after the Objection/Exclusion Deadline. Any Settlement Class Member who properly opts out of the Settlement Class using this procedure will not be entitled to any Credit Voucher, will not be bound by the Settlement, and will not have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement and any final judgment entered in this litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement.

C. Termination Right. In its sole discretion and at its sole option, Defendant has the unconditional right, but not the obligation, to terminate this Agreement if the total number of opt-outs exceeds 5% of the Settlement Class.

D. 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

Following 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 Deadline; (e) establish a procedure for persons in the Settlement Class to object to the Settlement or exclude themselves from the Settlement Class by the Objection/Exclusion Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene; (f) 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 Discharged Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims; (g) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action except those related to effectuation of the Settlement; (h) schedule the Fairness Hearing on Final Approval of the Settlement; and (i) provide that, in the event the proposed Settlement set forth in this Agreement is not approved by the Court, or in the event that this Agreement becomes null and void pursuant to its terms, this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy; and that in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement. In the event the Court does not enter a Preliminary Approval order like that described herein, or decides to do so only with substantial modifications, then the Parties have the right, but not the obligation, to terminate this Agreement within **seven (7) calendar days** of that order.

VII. FINAL APPROVAL OF SETTLEMENT

At least **fourteen (14) calendar 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 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 Credit Vouchers; (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 Discharged Parties; and (f) dismiss the Action with prejudice, without costs to any Party, except as provided in this Agreement, and subject to the Court's retaining continuing jurisdiction over the Parties for the purpose of enforcement of the terms of this Agreement.

VIII. 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.

IX. MUTUAL FULL COOPERATION

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

I. NO ADMISSION

This Agreement is not to be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all liability for claims asserted in the Action. 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 any applicable 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.

II. 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 Defendant</u>
Jonas Jacobson DOVEL & LUNER, LLP 201 Santa Monica Blvd., Suite 600 Santa Monica, California 90401 jonas@dovel.com	Sebastian M. Medvei MEDVEI LAW GROUP, APC 3857 Birch Street, #56 Newport Beach, CA 92660 smedvei@medveilaw.com

III. 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.

IV. 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.

V. INTEGRATION CLAUSE

This Agreement contains the entire agreement between the Parties concerning the class 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.

VI. 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.

VII. NO COLLATERAL ATTACK

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

VIII. AMENDMENTS

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

IX. 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.

X. 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.

XI. 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.

XII. TAX CONSEQUENCES

No opinion concerning the tax consequences of this Settlement to any Settlement Class Member is given or will be given by Defendant, Defendant's counsel, or Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. The Long Form Notice provided on the Settlement Website will direct Settlement Class Members to consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

XIII. 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.

XIV. SETTLEMENT TIMELINE

For the Court's, the Parties', and Settlement Class Members' convenience, the pertinent deadlines contained in this Agreement are listed below.

EVENT	PROPOSED DEADLINE
Notice Date	30 Days After Preliminary Approval Order
Deadline for Class Counsel to submit	14 Days before Objection/Exclusion

request for Fee Award and Incentive Awards	deadline
Objection/Exclusion Deadline	30 Days After Notice Date
Motion for Final Approval	14 Days Before Final Approval Hearing
Class Counsel to File Responses to Any Written Objections	14 Days Before Final Approval Hearing
Final Approval Hearing	As Set By the Court
Effective Date	Final Approval (assuming no objections)
Credit Vouchers Distributed to Settlement Class Members	14 Days After Effective Date
Payment of Incentive Awards	14 Days After Effective Date
Payment of Attorneys' Fee Award	14 Days After Effective Date

XV. COUNTERPARTS

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

XVI. CONTINUING JURISDICTION

The Superior Court of California for the County of San Diego shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Agreement and its own orders and judgments. In the event of a breach by Defendant, a Settlement Class Member or Class Counsel under this Agreement, the Court may exercise all equitable powers over Defendant, such Settlement Class Member or Class Counsel to enforce this Agreement and the Final 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.

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

For Avocado Mattress LLC

Signature



Printed Name

Matt Anderson

Title:

COO

Counsel for Avocado Mattress

Signature



Sebastian Medvei

Medvei Law Group

For Plaintiffs

Signature

Signed by:

Ashley Islas

1F094A4BBA114B7...

Ashley Islas

Signature

Signed by:

Elizabeth Amill

0DF30190F0B14B6...

Elizabeth Amill

Signature

Signed by:

Mateo Pettyjohn

CE492E353EA24AB...

Mateo Pettyjohn

Settlement Class Counsel

Signature

DocuSigned by:

Jonas Jacobson

Jonas Jacobson
Dovel & Luner

EXHIBIT A

TO: «Settlement Class Member Email Address»
FROM: Avocado Mattress Settlement Administrator
RE: LEGAL NOTICE OF CLASS ACTION SETTLEMENT – *Islas et al. v. Avocado Mattress LLC*

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

TO ALL PERSONS WHO PURCHASED CERTAIN AVOCADO GREEN MATTRESS PRODUCTS AT A DISCOUNT FROM AVOCADOGREENMATTRESS.COM, FROM JUNE 24, 2021 TO [DATE], WHILE IN CALIFORNIA OR RESIDING IN CALIFORNIA.

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

What Is This Case About?

In the lawsuit entitled *Ashley Islas, et al. v. Avocado Mattress LLC*, Case No. [Case Number] filed in the Superior Court of California for the County of San Diego, Plaintiffs Ashley Islas, Elizabeth Amill and Mateo Pettyjohn (“Plaintiffs” or “Class Representatives”), on behalf of themselves and a proposed class, allege that Avocado Mattress LLC (“Defendant”) deceptively advertised various discounts of products on its website, AvocadoGreenMattress.com. Defendant denies that it misled consumers, disputes that it has done anything wrong, and believes its advertising of all products was accurate and lawful. The lawsuit seeks money damages, injunctive relief, as well as attorneys’ fees and costs. The Court has not ruled on the merits of the claims or Defendant’s defenses.

Who Is A Settlement Class Member?

The Settlement includes all consumers who, while in the state of California or while a resident of California, purchased one or more Class Products on AvocadoGreenMattress.com, from June 24, 2021 to [Notice Date]. “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.

What Are The Terms Of The Settlement?

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 AvocadoGreenMattress.com. One voucher will be issued automatically to each Settlement Class Member who does not opt-out of the Settlement. The vouchers can be used for anything on the website, with no restrictions and no blackout dates. The vouchers are stackable and transferable, and they are valid for three years after issuance. 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 \$[Estimate], 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. More information about the benefits available under the Settlement is available at [[Settlement Website](#)].

How Do I Receive My Settlement Benefit?

To receive a Credit Voucher, you do not have to do anything. There is no requirement to file a claim or take any other affirmative action. If you do not opt out of the Settlement by [[Objection/Exclusion Deadline](#)], you will automatically receive the Credit Voucher to the last email address you have 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 [[Email Address](#)].

What Are My Other Options?

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

If you stay in the Settlement (i.e., do not exclude yourself from the Settlement), you may object to the Settlement by writing to the Court explaining why you do not like the Settlement by **no later than** [[Objection/Exclusion Deadline](#)]. 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 Settlement 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.

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.

[Unsubscribe](#)

EXHIBIT B

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

If you purchased certain Avocado mattress products at a discount from AvocadoGreenMattress.com, while in California, or while a resident of California, from June 24, 2021 to [Notice Date], 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, 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 AvocadoGreenMattress.com, from June 24, 2021 to [Notice Date]. “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 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 \$[Estimate], 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 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: [DATE]	This is the only option that allows you to sue Defendant on your own regarding the legal claims in this case, but you will not receive compensation under the Settlement. The deadline for excluding yourself is [Objection/Exclusion Deadline].
OBJECT TO THE SETTLEMENT DEADLINE: [DATE]	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 [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 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. [Case Number] (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 [Settlement Website].

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 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, 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 [\[Settlement Website\]](#).

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 consumers who, while in the state of California or while residents of California, purchased one or more Class Products from AvocadoGreenMattress.com, from June 24, 2021 to [\[Notice Date\]](#). “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 AvocadoGreenMattress.com.

Credit Vouchers will be valid for three years after distribution and can be used at any time, towards any purchase on 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 [\\$\[Estimate\]](#), 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. 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 <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 \$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 [Objection/Exclusion Deadline] 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 [Email Address].

13. When would I receive compensation?

The Court will hold a hearing on [Fairness Hearing Date], to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Settlement 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 [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 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. [Case Number].” 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 at the following address:

[Address]

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

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

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

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

OBJECTING TO THE SETTLEMENT

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

You can ask the Court to deny approval of the Settlement by filing 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 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. [Case Number]”), and (b) be mailed to the Settlement Administrator on or before [Objection/Exclusion Deadline] at the following 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).

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 [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. Your Objection and notice of intent to appear must be submitted to the Settlement Administrator no later than [Objection/Exclusion Deadline]. You cannot speak at the hearing if you excluded yourself from the Settlement.

TAX CONSEQUENCES

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

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

GETTING MORE INFORMATION

24. Is this the entire Settlement?

No. This notice is only a summary of the proposed Settlement. More information about the lawsuit and the precise terms and conditions of the Settlement is available at [Settlement Website], or by calling toll-free [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
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.