

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement” or the “Agreement”) is made and entered by and between Plaintiffs Andrea Persson, Jonathan Acevedo, and Shirin Chahal (“Plaintiffs” or “Class Representatives”), individually and on behalf of the Settlement Class (as defined herein), and Defendant Cozy Earth Holdings, Inc. (“Cozy Earth” or “Defendant”), and is subject to approval in the action *Shirin Chahal et al. v. Cozy Earth Holdings, Inc.* to be filed in the Circuit Court of the State of Oregon (the “Court”).

I. DEFINITIONS

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

A. “**Actions**” means the actions to be filed by Plaintiffs in the Circuit Court of the State of Oregon pursuant to this Agreement and *Andrea Persson et al. v. Cozy Earth Holdings, Inc.*, Case No: 8:25-cv-01294 (C.D. Cal.).

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

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

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

E. “**Claim**” or “**Claim Form**” means the claim form 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. Each Settlement Class Member who elects to receive the Cash Benefit must follow all instructions on the Claim Form. Failure to submit

a completed Claim Form with all requested information shall result in such Settlement Class Member receiving a Credit Voucher in lieu of a Cash Benefit.

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

G. “**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.

H. “**Claim Process**” means the process for Settlement Class Members’ submission of Claims, as described in this Agreement and ordered by the Court.

I. “**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.

J. “**Class Counsel**” means Dovel & Luner, LLP.

K. “**Class Period**” means June 16, 2021 to October 30, 2025 for the California Settlement Subclass, and June 24, 2023 to November 2, 2025 for the Oregon Settlement Subclass.

L. “**Credit Voucher(s)**” means the \$35 credit issued to each Settlement Class Member who does not receive a Cash Benefit, which can be applied toward any purchase made on www.cozyearth.com. One Credit Voucher will be issued automatically to each Settlement Class Member who does not elect to receive a Cash Benefit. Credit Vouchers are subject to additional terms and conditions, as set forth in Section III(C).

M. “**Defendant**” means Cozy Earth Holdings, Inc.

N. “**Defendant’s Counsel**” means Ballard Spahr LLP.

O. “**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.

P. **“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”**.

Q. **“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.

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

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

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

U. **“Incentive Award(s)”** means a reasonable payment, subject to Court approval, made to the named Plaintiffs as compensation for their efforts and diligence in pursuing this Action.

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

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

X. **“Notice Deadline”** or **“Notice Date”** means the date no later than 30 calendar days after Preliminary Approval, or such other date set by the Court, on which the notice described in this Agreement is first issued.

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

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

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

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

CC. **“Released Claims”** means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and or obligations (including **“Unknown Claims”**), whether in law or in equity, accrued or un-accrued, direct, individual or representative, of every nature and description whatsoever, whether based on the Consumer Legal Remedies Act (CLRA) Defendant’s pricing representations, marketing, and advertising, Defendant’s website(s), and/or Defendant’s mobile app(s), or other state, federal, local, statutory or common law or any other law, rule or regulation, against the Released Parties, or any of them, which were asserted in, or which arise from the same facts alleged in, the operative complaints in the Actions. For the avoidance of doubt, the Released Claims shall include all claims that have or could have been asserted by any or on behalf of any Settlement Class Member in the Action that arise from the same facts alleged in the operative complaints.

DD. **“Released Parties”** means Defendant, and each of its present and former parent companies, subsidiaries, shareholders, members, officers, directors, employees, agents, servants, registered representatives, affiliates, partners, privities, predecessors, successors, personal representatives, heirs and assigns, retailers, suppliers, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels,

and any of their present and former directors, officers, employees, shareholders, agents, representatives, attorneys, accountants, insurers, and all persons acting by, through, under, or in concert with it, or any of them, but only in their capacity as such.

EE. **“Releasing Parties”** means Plaintiffs, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations, but only in their capacity as such.

FF. **“Settlement Administrator”** means the third-party agent or administrator agreed to by the Parties and appointed by the Court. The Parties agree that, subject to the Court’s approval, the Parties will jointly select an independent entity to implement the Class Notice requirements of this Agreement. The Parties will attempt to negotiate a fair price for the settlement administration services with the Settlement Administrator.

GG. **“Settlement Award(s)”** means the Credit Vouchers or Cash Benefits provided to Settlement Class Members.

HH. **“Settlement Class”** means:

- All persons who, while in the state of California, purchased one or more products using a discount advertised on www.cozyearth.com, from June 16, 2021 to October 30, 2025 (“California Settlement Subclass”); and
- All persons who, while in the state of Oregon, purchased one or more products using a discount advertised on www.cozyearth.com, from June 24, 2023 to November 2, 2025 (“Oregon Settlement Subclass”).

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; and any natural person or entity that entered into a release with Defendant prior to the Effective Date arising from the same representations, advertising, marketing and/or sales on Defendant's website, www.cozyearth.com, underlying the claims in the operative complaint in the Action.

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

JJ. **"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.

KK. **"Unknown Claims"** means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, 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. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code § 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits, conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United

States, which is similar, comparable, or equivalent to California Civil Code § 1542. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

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

II. LITIGATION BACKGROUND

A. Plaintiffs allege that, during the Class Period, Defendant misrepresented discounts of its products on its website, www.cozyearth.com. Based on these allegations, California Plaintiffs Andrea Persson and Jonathan Acevedo filed suit on June 16, 2025, in the United States District Court for the Central District of California. On October 22, 2025, Plaintiff Shirin Chahal sent a notice and demand letter asserting similar allegations, under Oregon law, and noting her intent to file a putative class action. Plaintiffs allege violations of certain California and Oregon consumer protection statutes, and bring claims for breach of contract, breach of express warranty, quasi-contract/unjust enrichment, and intentional and negligent misrepresentation.

B. The Parties initially began discussing settlement in or around August 2025, and then participated in a mediation on October 30, 2025, with the Honorable Charles “Tim” McCoy (Ret.) of JAMS. Following the mediation, the Parties reached an agreement on the material terms a settlement (as reflected in this Agreement).

C. As a result of these lengthy, substantive, and good faith negotiations, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses.

D. 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.

E. At all times, Defendant has expressly denied and continues to deny Plaintiffs' allegations, any liability or wrongdoing of any kind, and that Plaintiffs or any putative Class Member has been damaged in any way, and further contends that, for any purpose other than Settlement, this Action is not appropriate for class treatment. Defendant does not admit or concede any actual or potential fault, wrongdoing, or liability against it in the Action or any other actions. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendant has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties, with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

F. Based on the foregoing, it is the desire of the Parties to fully, finally, and forever settle, 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 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. Consolidation of the Actions for Settlement Purposes: The Parties agree that Plaintiffs will file a consolidated complaint naming Plaintiff Persson, Plaintiff Acevedo, and Plaintiff Chahal as Plaintiffs and asserting both California and Oregon claims in the Circuit Court of the State of Oregon. To conserve judicial and party resources, the Parties will seek approval of

the Settlement in this single, consolidated action. Defendant will not contest personal jurisdiction or venue in the Oregon case as to any Class Representative or Class Member for settlement purposes only. The claims dismissed without prejudice in *Persson* (C.D. Cal.) and included in the Oregon case in accordance with this provision shall be treated for all purposes as though they were filed as of the date of the *Persson* (C.D. Cal.) complaint for settlement purposes.

B. Conditional Certification of Class. For Settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant, and solely pursuant to the terms of this Agreement, the Parties consent to and agree to the establishment of a conditional certification of the Settlement Class pursuant to the applicable rules governing class actions. This certification is conditional on the Court's approval of this Agreement. Defendant supports certification of the Settlement Class for settlement purposes only. In the event the Court does not approve all material terms of the Agreement, or if the Agreement is voluntarily or involuntarily terminated for any reason, then certification of the Settlement Class shall be void and this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy. And, in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement, and Defendant has not and shall not be deemed to have waived any opposition or defenses it has to any aspect of the claims asserted herein or to whether those claims are amendable to class-based treatment. In addition, in such an event, Plaintiff Persson and Plaintiff Acevedo may re-file the *Persson* action within thirty (30) calendar days, and, if Plaintiff Persson or Plaintiff Acevedo does so, the Parties agree that the re-filed action shall be treated as though it was filed as of the initial date of the *Persson* action for all purposes, 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. 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) calendar days. If after twenty-one (21) calendar days the Parties have not agreed to amended settlement terms, then all previously existing pre-trial and trial deadlines and dates shall be reset by the Court.

C. Relief for the Settlement Class.

1. Benefits to Settlement Class Members: Subject to the rights, terms, and conditions of this Agreement, every Settlement Class Member who submits a valid Claim Form will receive a cash payment (Cash Benefit) in the amount of \$35, via electronic payment or check. No proof of purchase will be required to submit a claim for a Claim Form for a Cash Benefit. Each Settlement Class Member who does not submit a valid Claim Form will automatically receive a website purchase credit (Credit Voucher) in the amount of \$35, instead of a Cash Benefit, without any requirement for the Settlement Class Member to fill out a claim form or take any other affirmative action. Defendant estimates, based on its sales and records, that there are approximately 78,040 Settlement Class Members. Accordingly, the Parties estimate that the total value of the Cash Benefits and Credit Vouchers that Class Members will receive under this Settlement is approximately \$2,731,400. Defendant, or the Settlement Administrator acting pursuant to this Settlement, shall cause Cash Benefits and Credit Vouchers to be distributed within thirty (30) calendar days of the Effective Date, in the manner selected by the Class Member on any Claim Form or, in the case of Credit Vouchers, to the most recent email address a Class Member used to make purchases on www.cozyearth.com, or, for Class Members who provided an updated email address in response to the Mail Notice, to that email address.

2. Use of Credit Vouchers: Credit Vouchers can be used to make any purchase of any product on www.cozyearth.com, and to cover shipping, taxes, and any other applicable fees, with no restriction. Credit Vouchers can be combined with any other discount or offer, are freely transferable, and are stackable. Credit Vouchers can be used at any time, with no blackout dates, for a period of two years after they are distributed. If a credit used in connection with an order

exceeds the total amount of the order (including any taxes that may apply), then the Settlement Class Member may receive the balance by contacting Cozy Earth's customer service.

D. Releases.

1. Release of Defendant. Upon payment and distribution of all benefits owed under this Agreement (including all Credit Vouchers, Cash Benefits, Administration Costs, and any Fee Award or Incentive Awards 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, Plaintiffs and the Settlement Class shall fully release and discharge the Released Parties from the Released Claims, including all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, arising under federal, state, or local law, that Plaintiffs or Settlement Class Members ever had, now have, or may have against the Released Parties in any other court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of or arising from the Released Parties' representations, advertising, marketing and/or sales on Defendant's website, www.cozyearth.com, during the Class Period, which were asserted or arise from the same facts alleged in the operative complaints in the Actions. 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 all claims that have or could have been asserted by any or on behalf of any Settlement Class Members in the Action that arise from the same facts alleged in the operative complaints.

E. Attorneys' Fees/Costs and Incentive Awards.

1. As part of this Settlement, Class Counsel may move the Court for an award of attorneys' fees and costs ("Fee Award") of up to \$645,000.00 (approximately 24% of the total direct relief provided to Class Members under the Settlement (in other words, the total Cash Benefits and Credit Vouchers awarded to the Settlement Class), without reducing the amount of money available to provide Settlement Awards to Settlement Class Members, or reducing the

amount of money available to pay for the work performed by the Settlement Administrator. The actual number of attorneys' fees, costs, and expenses to be awarded is in the discretion of the Court. Defendant agrees that it will not oppose Class Counsel's Fee Award request up to \$645,000.00. Defendant will pay the Fee Award awarded to Class Counsel. Should Class Counsel seek or the Court award less than \$645,000.00 for Class Counsel's Fee Award, the difference will be distributed to a *cy pres* recipient, the National Consumer Law Center, and the remaining provisions of this Agreement shall remain in full force and effect.

2. As part of this Settlement, each named Plaintiff may apply to the Court for an Incentive Award in an amount not to exceed \$5,000.00, for their participation as Class Representatives. Defendant will pay the Incentive Awards up to \$5,000.00 awarded to each Plaintiff.

3. The Parties agree that any amount awarded as the Fee Award or Incentive Awards less than the requested amounts shall not be a basis for Plaintiffs or Class Counsel to void this Agreement, and that Court approval of the Fee Award or Incentive Awards, or their amounts, will not be a condition of the Settlement.

4. Defendant will pay the Fee Award to Class Counsel via wire transfer in two installments, with 50% due on the later of (1) within **thirty (30) calendar days** of the Court's Final Approval (regardless of any appeals), and (2) July 30, 2026; and the remaining 50% due on December 28, 2026. Class Counsel will return any portion of any Fee Award that is paid by Defendant pursuant to this schedule and later overturned or amended on appeal. Defendant will pay any Incentive Awards approved by the Court to Class Counsel's client trust account via wire transfer within **thirty (30) calendar days** after the Effective Date, provided that Defendant has received W-9(s) and wiring information in advance of the Effective Date.

5. Plaintiffs and Class Counsel agree to provide Defendant all identification information necessary to effectuate the payment of the Fee Award and the 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. Except as otherwise provided herein, each Party shall bear its own fees and costs.

IV. SETTLEMENT ADMINISTRATION AND NOTICE

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

B. Administration. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of the number of Credit Vouchers and the amount of Cash Benefits provided to Settlement Class Members.

C. Notice.

1. Defendant will, within **fifteen (15) calendar days** of Preliminary Approval, provide the Settlement Administrator a customer list (the "Class List") of Settlement Class

Members, including Settlement Class Members' names, the California or Oregon shipping address associated with each Settlement Class Member's most recent purchase to a California or Oregon address, and the most current email associated with a purchase on www.cozyearth.com, for the purpose of administering the Settlement reached pursuant to this Agreement.

2. The Settlement Administrator shall provide Class Notice in substantially the same form as the Notices approved by the Court, as detailed below, no later than thirty (30) days after Preliminary Approval, or as otherwise ordered by the Court (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. The Settlement Administrator shall send only one email to Settlement Class Members. This contact information for the Settlement Class Members will be shared with the Settlement Administrator but not Class Counsel.

4. Mail Notice: If a valid email address is unavailable for a Settlement Class Member, or if an original Email Notice is returned as undeliverable, the Settlement Administrator will send a Mail Notice in substantially the same form as **Exhibit C** via first class U.S. mail, postage pre-paid to the California or Oregon shipping address provided by Defendant and associated with the Settlement Class Member's most recent purchase on www.cozyearth.com to a California or Oregon address. 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 Defendant all updated email addresses provided by Class Members within **fourteen (14) calendar 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. On the Settlement Website will be posted the Long Form Notice, a copy of this Agreement, the Preliminary Approval Order, Plaintiffs' Motion for a Fee Award and Incentive Awards (once filed), a webpage to provide updated email addresses, and any other materials the Parties agree to

include. The Settlement Website shall 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 thirty (30) calendar days after distribution of all Settlement Awards. The Settlement Website shall not include any advertising and shall not bear or include Defendant's logo or trademarks.

D. Claim Process. Settlement Class Members may elect to receive a Cash Benefit by submitting a valid Claim Form to the Settlement Administrator via a web form on the Settlement Website or through the mail during the Claim Period. No proof of purchase will be required to submit a Claim Form. Settlement Class Members may, at their option, submit a paper Claim Form which will be accepted upon receipt as valid by the Settlement Administrator if the claim is otherwise valid and timely. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Settlement Class Member's Claim Form has been timely submitted. If the postmark is illegible, the Claim Form shall be deemed untimely unless it is received by the Settlement Administrator within **two (2) calendar days** of the Claim Deadline. Settlement Class Members who do not submit a Claim Form electing to receive payment in the form of a Cash Benefit shall automatically receive a Credit Voucher without the need to file a Claim or take any other affirmative step.

The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims. This may include measures such as using a class member identifier to access and file claims and/or validating claims against Defendant's records, including against the list of customers who received Email and Mail Notice (which should contain all Settlement Class Members).

The Settlement Administrator shall have the right to audit Claims, and the Settlement Administrator may request additional information from Settlement Class Members submitting 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. The Settlement Administrator shall maintain records of all Claim Forms until **ninety (90) calendar days** after all valid Claims have been finally resolved and the Settlement Administrator has issued payment to those Settlement Class Members who submitted valid Claims and elected to receive a Cash Benefit. The Settlement Administrator also shall provide such reports, declarations, and such other information to the Court as the Court may require or as Class Counsel or Defendant requests.

E. Final Tally. The Settlement Administrator shall provide weekly reports to Class Counsel and Defendant's Counsel stating the number of Claims received, the number of Claims electing the Cash Benefit option, the number of any Claims electing the Cash Benefit option that have been denied, and the number of opt outs and objections received. The Settlement Administrator shall also provide a report to Class Counsel and Defendant's Counsel setting forth the total number of Credit Vouchers and total value of Cash Benefits distributed to Class Members.

F. 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**, 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 bought items using a discount advertised on www.cozyearth.com, while in California or Oregon, during the applicable Class Period; (7) a list of all objections filed by the objector and/or 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 personally or through 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 Court. 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 submitted. If the postmark is illegible, the objection and/or notice to appear shall be deemed untimely unless it is received by the Settlement Administrator within **two (2) calendar days** of 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 “*Shirin Chahal et al. v. Cozy Earth Holdings, Inc.*” 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 shall be the exclusive means used to determine whether a Settlement Class Member’s opt-out/exclusion request has been timely submitted. If the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Settlement Administrator within **two (2) calendar days** of the Objection/Exclusion Deadline. Any Settlement Class Member who properly opts out of the Settlement Class using this procedure will not be entitled to any Settlement Award, will not be bound by the Settlement, and will not have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement and any final judgment entered in this litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement.

C. Termination Right. At their discretion, each Party 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.

E. No Objections or Opt-Outs by Plaintiffs. Plaintiffs waive their right to opt-out of or object to this Settlement. Class Counsel represents that it does not presently represent any other Settlement Class Members, other than Plaintiffs.

VI. PRELIMINARY APPROVAL OF SETTLEMENT

A. 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 Released 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.

B. Effect of Agreement if Request for Dismissal is Not Approved. This Settlement Agreement was entered into only for the purpose of Settlement. Therefore, Defendant's agreement as to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. 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) calendar days. If after twenty-one (21) calendar days the Parties have not agreed to amended settlement terms, then the Parties agree to provide the Court with a proposed schedule within twenty-one (21) calendar days. In the event the Court denies the Settlement, the Parties will work cooperatively and in good faith to address any concerns raised by the court so that Preliminary or Final Approval will be approved. If, notwithstanding all reasonable efforts by the Parties, the Court conditions its approval of Preliminary or Final Approval on any modifications of this Settlement Agreement that are not acceptable to all Parties; the Parties reach an impasse as to how to amend the Settlement Agreement, and/or supporting papers to obtain Preliminary or Final Approval (but only after taking reasonable efforts to reach an agreement); or if the Court does not approve subsequent Motions for Preliminary or Final Approval, even after all reasonable efforts by the Parties to obtain such approval, or if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Settlement otherwise fails to become effective, then this Agreement shall be deemed null and void ab initio and the Parties shall be deemed restored to their respective positions status quo ante, as if this Agreement was never executed. Once the Parties agree that an out-of-court resolution cannot be negotiated: (a) no term or draft of this Settlement Agreement, or any part of the Parties' settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding and nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party

concerning whether the Action may properly be maintained as a class action; and (b) Defendant retain all of its 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 out in this Agreement does not result in entry of the Final Approval Order and Final Judgment. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the Settlement.

VII. FINAL APPROVAL OF SETTLEMENT

Not later than **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 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's retaining continuing jurisdiction over the Parties for the purpose of enforcement of the terms of this Agreement.

VIII. UNCASHED SETTLEMENT AWARDS

To the extent Cash Benefits are provided by check instead of electronically, the expiration date for settlement checks will be 180 calendar 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 funds remaining because of un-cashed checks will be sent by the Settlement Administrator 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.

IX. PROPOSED SCHEDULE

For the convenience of the Parties and Settlement Class Members, below is a schedule of all proposed deadlines:

EVENT¹	PROPOSED DEADLINE
Notice Date	30 Days After Preliminary Approval Order
Objection/Exclusion Deadline	30 Days After Notice Date
Claim Deadline	60 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 and Cash Benefit Distributed to Settlement Class Members	30 Days After Effective Date
Payment of Incentive Award	30 Days After Effective Date
Payment of Attorneys’ Fee Award	50% due on later of (1) within 30 days of Final Approval, or (2) July 30, 2026; remainder due December 28, 2026.

The above deadlines will apply unless and until different deadlines are imposed by the Court. Any differing deadlines imposed by the Court will supersede the above deadlines.

X. PARTIES’ AUTHORITY

The signatories each represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions. Class Counsel warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs and the Settlement Class (subject to the Court’s appointment of counsel as Class Counsel and final approval by the Court after notice to

¹ 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) calendar days. If after twenty-one (21) calendar days the Parties have not agreed to amended settlement terms, then the Parties agree to provide the Court with a proposed schedule within twenty-one (21) calendar days.

all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

XI. MUTUAL FULL COOPERATION

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

XII. NO ADMISSION

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

XIII. NON-DISPARAGEMENT AND PUBLIC STATEMENTS

Plaintiffs and/or Class Counsel shall not, at any time, issue press releases, notify any media outlets, or make other public statements regarding the Settlement, the Action (apart from filings with the Court as necessary to obtain Preliminary or Final Approval of the Settlement, or to seek attorneys' fees, costs, or an incentive awards as allowed by the Settlement), or Defendant in relation to the Action or Settlement, unless Defendant agrees to such press releases or public

statements in advance. Specifically, Plaintiffs and/or Class Counsel agree to remove any press releases about the case that are currently on their website, agree they will not do a press release or post about the Settlement on their website, and agree they will not otherwise contact third party websites to promote news 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, Defendant, 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, Defendant, or a finding by the Court of liability or wrongdoing. This provision shall not prohibit Class Counsel from communicating with any person in the Settlement Class regarding the Settlement, nor from undertaking required disclosures about the Settlement to the Court, the Settlement Administrator, or the Class under applicable law or Court directive (subject to compliance with any and all applicable confidentiality obligations).

Moreover, to the extent not already publicly disclosed, the Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential settlement communications and not subject to disclosure for any purpose in any proceeding.

XIV. 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 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	Meegan Brooks BALLARD SPAHR LLP 71 Stevenson Street, Suite 400 San Francisco, California 94105 brooksm@ballardspahr.com

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. 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.

XIX. 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.

XX. 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.

XXI. 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.

Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other person, entity, or party, or the like, and that they are fully entitled to release the same.

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. CONTINUING JURISDICTION


The Circuit Court of the State of Oregon 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:

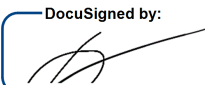
[Signatures on following pages.]

CLASS REPRESENTATIVES AND CLASS COUNSEL:

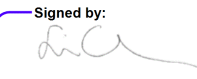
Dated: 2/12/2026

Signed by:

By: 3A8A31AB7DD34CE...
Andrea Persson, individually and on behalf of the Settlement Class

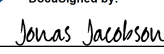
Dated: 2/13/2026

DocuSigned by:

By: BDF89152851A4A9...
Jonathan Acevedo, individually and on behalf of the Settlement Class

Dated: 2/13/2026

Signed by:

By: DCF7F695468041E...
Shirin Chahal, individually and on behalf of the Settlement Class

Dated: 2/12/2026

DOVEL & LUNER, LLP
DocuSigned by:

By: E2D682E3C9F74B8...
Simon Franzini
Jonas Jacobson
Attorneys for Plaintiffs

DEFENDANT AND COUNSEL FOR DEFENDANT:

Dated: _____

COZY EARTH HOLDINGS, INC.

DocuSigned by:
Signature: Tanner Lamb
5EA06227DC174C2...

Name: _____

Title: _____

Dated: _____

BALLARD SPAHR LLP

Signed by:
By: Meegan Brooks
CA6DF1C578CC401...
Meegan Brooks
Attorney for Defendant

EXHIBIT A

TO: «[Settlement Class Member Email Address](#)»

FROM: Settlement Administrator

RE: LEGAL NOTICE OF CLASS ACTION SETTLEMENT – Bedding and Home Products Pricing Settlement

«[FIRST NAME](#)» «[LAST NAME](#)»

Notice ID: «[Notice ID](#)»

Confirmation Code: «[Confirmation Code](#)»

Notice of Proposed Class Action Settlement

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 *Shirin Chahal et al. v. Cozy Earth Holdings, Inc.*, Case No. [\[NUMBER\]](#), filed in the Circuit Court of the State of Oregon for the County of Multnomah, plaintiffs Shirin Chahal, Andrea Persson, and Jonathan Acevedo (“Plaintiffs” or “Class Representatives”), on behalf of themselves and a proposed class and subclasses, allege that Defendant deceptively advertised various discounts of its products on its website, www.cozyearth.com. Defendant stands by its advertising and denies all of Plaintiffs’ allegations. The lawsuit seeks money damages, as well as attorneys’ fees and costs. The Court has not ruled on the merits of the claims or Defendant’s defenses.

Who is a Class Member? The Settlement includes consumers from California and Oregon. The Settlement includes the following consumers (“Settlement Class Members”):

- All persons who, while in the state of California, purchased one or more products using a discount advertised on Defendant’s website www.cozyearth.com from June 16, 2021 to October 30, 2025.
- All persons who, while in the state of Oregon, purchased one or more products using a discount advertised on Defendant’s website www.cozyearth.com from [June 24, 2023](#) to November 2, 2025

What are the Terms of the Settlement? Under the terms of the Settlement, Settlement Class Members will receive either (a) **\$35.00** in store credit that can be applied towards a future purchase made on cozyearth.com (“Credit Voucher”); or (b) **\$35.00** in cash, paid by check or electronic payment (“Cash Benefit”) (together, the “Settlement Award(s)”). Class Members can decide whether to receive a Credit Voucher or a Cash Benefit. Defendant has also agreed to pay notice and administration costs. The three Class Representatives who were named in the lawsuit and actively participated in the case may also petition the Court for incentive awards of up to \$5,000 each, and Class Counsel may petition the Court for reasonable attorneys’ fees and expenses of approximately 24% of the total value of the direct Settlement Awards (\$645,000.00) provided to the Settlement Class, as approved by the Court. Payment of these costs and fees will not reduce the value of the direct Settlement Awards that Settlement Class Members will receive. More information about the Settlement Awards is available at [\[Settlement Website\]](#).

How Do You Choose Your Settlement Benefit? 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 [\[Claim Deadline\]](#), you will automatically receive the Credit Voucher via email. 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 [\[Claim Deadline\]](#)**. The Claim Form is available at [\[Settlement Website\]](#). You can also mail the Claim Form to the Settlement Administrator, postmarked by [\[Claim Deadline\]](#).

What Are My Other Options? If you do not want to be legally bound by the Settlement, you may opt out of the Settlement by sending a request for exclusion to the Class Action Settlement Administrator **no later than**

[Objection/Exclusion Deadline]. If you exclude yourself from the Settlement, you will not receive a Settlement Award. If you do not opt out of the Settlement, you will be bound by any judgment approving the Settlement and will give up any right to sue Defendant for any claims under federal and state law that arise from or relate to the allegations 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 Award.

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 **[COURTHOUSE]**, **[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.

Getting More Information. More information, including the Settlement Agreement and other related documents, is available at **[Website]**. Please direct any questions to the Settlement Administrator at **[Contact Page of Settlement Website]**, at **[Settlement Admin Address]** OR **[Phone Number]** (TOLL-FREE).

[Unsubscribe](#)

EXHIBIT B

CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

Shirin Chahal et al. v. Cozy Earth Holdings, Inc., Case No. [NUMBER]

If you made a purchase at a discount from cozyearth.com while residing in California or Oregon during the time periods listed below, 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 its products on its website, cozyearth.com. The two sides disagree on whether Plaintiffs and the Settlement Class could have prevailed at trial. Defendant denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Instead, it settled this matter to avoid the cost and burden of litigation. By entering into the Settlement, Defendant has not conceded the truth or validity of any of the claims against it and denies any liability or wrongdoing.
- Defendant has agreed to pay Settlement Awards, and other expenses, as described below, to fully resolve and release the claims of all consumers who purchased one or more products using a discount advertised on cozyearth.com, and whose purchases were: (1) made in the state of California from June 16, 2021 to October 30, 2025, or (2) made in the state of Oregon from June 24, 2023 to November 2, 2025. People who did not receive a purported discount on any of their purchases, and instead paid the list prices for each item purchased are not Settlement Class Members.
- Under the terms of the Settlement, Settlement Class Members will receive either (a) **\$35.00** in store credit that can be applied towards a future purchase made on cozyearth.com (“Credit Voucher”); or (b) **\$35.00** in cash, paid by check or electronic payment (“Cash Benefit”) (together, the “Settlement Award(s)”). Class Members can decide which Settlement Award to receive.
- In addition to the Settlement Awards, Defendant has also agreed to pay notice and administration costs. The three Class Representatives who were named in the lawsuit and actively participated in the case may also petition the Court for incentive awards of up to \$5,000.00 each, and Class Counsel may petition the Court for reasonable attorneys’ fees and expenses of approximately 24% of the total value of the direct Settlement Awards (\$645,000.00) provided to the Settlement Class, as approved by the Court. Payment of these attorneys’ costs and fees will not reduce the value of the direct Settlement Awards that Settlement Class Members will receive.
- To receive a Credit Voucher, you do not have to do anything. To receive a Cash Benefit, Settlement Class Members must submit a valid Claim Form, as instructed below. Settlement Class Members who do not choose to receive the Cash Benefit by submitting a valid Claim Form shall instead automatically receive the Credit Voucher via email.
- 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 \$35.00 Credit Voucher if you placed one or more qualifying orders on cozyearth.com at a discount during the Class Period. The Credit Voucher can be applied towards any purchase made on cozyearth.com. More information about the Credit Voucher is provided below. By doing nothing, you will give up certain rights to sue Defendant.
SUBMIT A CLAIM FORM DEADLINE: [DATE]	If you submit a valid Claim Form by [Claim Deadline], and elect to receive the Cash Benefit, you will receive a cash payment of \$35.00 via electronic payment or check if you placed one or more qualifying orders on cozyearth.com during the Class Period at a discount. By submitting a Claim Form, you will give up certain rights to sue Defendant.
EXCLUDE YOURSELF FROM THE CASE DEADLINE: [DATE]	This is the only option that allows you to sue Defendant on your own regarding the legal claims in this case, but you will not receive compensation (cash or voucher) under the Settlement. The deadline for excluding yourself is [Objection/Exclusion Deadline].
OBJECT TO THE SETTLEMENT DEADLINE: [DATE]	Write to the Court about why you do not like the Settlement. A Settlement Class Member who objects still remains in the Settlement Class and will receive a Settlement Award. The deadline for objecting is [Objection/Exclusion Deadline].

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement. Settlement Awards will be issued if the Court approves the Settlement and after appeals are resolved, if any.

BASIC INFORMATION

1. Why was this notice issued?

This notice was issued because a court has conditionally “certified” this case as a class action lawsuit for settlement purposes only and your rights may be affected. If you purchased one or more products using a discount advertised on cozyearth.com, and your purchases were: (1) made in the state of California from June 16, 2021 to October 30, 2025 or (2) made in the state of Oregon from

June 24, 2023 to November 2, 2025, you may have legal rights and options in this case. This Notice explains all of these issues. The Circuit Court of the State of Oregon for the County of Multnomah is overseeing this class action. This case is known as *Shirin Chahal et al. v. Cozy Earth Holdings, Inc.*, Case No. [NUMBER] (the “Action”). The people who sued are called the Plaintiffs. The company they sued is called the Defendant.

Defendant denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Instead, it is settling this case in order to avoid the cost and burden of litigation. **The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Named Plaintiff’s claims in the case.**

2. Why is this a class action?

In a class action, one or more people, called “Class Representatives” (in this case, Shirin Chahal, Andrea Persson, and Jonathan Acevedo, 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, but Defendant thinks the Plaintiffs would not have won anything. 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 various discounts of its products on its website, cozyearth.com. The lawsuit claims that Defendant violated consumer protection laws. Defendant denies 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 persons who, while in the state of California, purchased one or more products using a discount advertised on Defendant’s website cozyearth.com from June 16, 2021 to October 30, 2025.
- All persons who, while in the state of Oregon, purchased one or more products using a discount advertised on Defendant’s website cozyearth.com from June 24, 2023 to November 2, 2025.

People who did not receive an advertised discount on any of their cozyearth.com purchases, and instead paid the list prices for each item purchased are not members of the Settlement Class. Also 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; and any natural person or entity that entered into a release with Defendant prior to the Effective Date arising from the same representations, advertising, marketing and/or sales on the Defendant’s website, cozyearth.com, underlying the claims in the operative complaint in the Action.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Under the terms of the Settlement, Settlement Class Members who placed one or more qualifying orders on cozyearth.com at an advertised discount during the Class Period will receive either (a) **\$35.00** in store credit that can be applied towards a future purchase made on cozyearth.com (“Credit Voucher”); or (b) **\$35.00** in cash, paid by check or electronic payment (“Cash Benefit”) (together, the “Settlement Award(s)”). Settlement Class Members can decide whether to receive a Cash Benefit or a Credit Voucher, but must file a valid Claim Form to receive a Cash Benefit.

Credit Vouchers can be used to make any purchase of any product on cozyearth.com. They can be combined with other available discounts and promotions, and can be used at any time, with no blackout dates, for a period of two years after distribution. If a Class Member uses a voucher in connection with an order and the voucher amount (\$35) exceeds the total amount of the order (including any taxes that may apply), then the Settlement Class Member may receive the balance of the voucher by contacting Cozy Earth’s customer service at [EMAIL].

In addition to the Settlement Awards, Defendant has also agreed to pay notice and administration costs, estimated to be \$ [REDACTED]. The three Class Representatives who were named in the lawsuit and actively participated in the case may also petition the Court for incentive awards of up to \$5,000 each, and Class Counsel may petition the Court for reasonable attorneys’ fees and expenses of approximately 24% of the total value of the direct Settlement Awards (\$645,000.00) provided to the Settlement Class, as approved by the Court. Payment of these costs and fees will not reduce the value of the direct Settlement Awards that Settlement Class Members will receive.

7. How much will my payment be?

Each Settlement Award will be worth \$35.00.

Settlement Class Members are directed to consult their own tax advisors regarding the tax consequences and any tax reporting obligations of the Settlement, if any.

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 submit a claim or do nothing, you will agree to release Defendant from any and all claims under federal and state law that arise from Defendant's advertising practices at issue in this action.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes. The Court has appointed 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 approximately 24% of the total value of the direct Settlement Awards (\$645,000.00). Class Counsel may also ask the Court to approve incentive awards of up to \$5,000 each to the Class Representatives, Shirin Chahal, Andreas Persson, and Jonathan Acevedo, for their services as Class Representatives. The Court may award less than these amounts, and the amount ultimately awarded by the Court will not come out of the Settlement Awards available to Settlement Class Members.

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] will receive compensation in the form of either (a) **\$35.00** in store credit that can be applied towards a future purchase made on cozyearth.com ("Credit Voucher"); or (b) **\$35.00** in cash, paid by check or electronic payment ("Cash Benefit"), at each Settlement Class Member's election.

You do not need to do anything to receive a Credit Voucher. To receive a Cash Benefit, you must submit a valid Claim Form. A Claim Form is available on the internet at [Settlement Website].

Read the instructions carefully, fill out the form, sign it, and submit it online no later than [Claim Deadline]. You may also submit a Claim Form by mail if postmarked by no later than [Claim Deadline] and addressed to [Address]. Settlement Class Members who do not submit a valid Claim Form by [Claim Deadline], will automatically receive a Credit Voucher.

To receive a Cash Benefit, each Settlement Class Member must attest under penalty of perjury that they purchased items using a discount advertised on cozyearth.com, while in California or Oregon, during the applicable Class Period, and that the information supplied in the Claim Form is true and correct to the best of the Settlement Class Member's knowledge.

If you do not submit a valid and timely Claim Form, you will automatically receive a Credit Voucher that can be applied towards any purchase made on cozyearth.com, so long as the Settlement Administrator has a valid email address for you. If you received notice of this Settlement by mail, rather than email, please provide the Settlement Administrator with an updated email address at [Administrator Email Address] by [Claim Deadline] to ensure that they are able to provide you with a Credit Voucher.

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 Awards will be distributed after the Settlement is finally approved and all appeals (if any) have been resolved in favor of the Settlement. The progress of the Settlement will be updated through information posted at [Settlement Website]. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

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

To exclude yourself from the Settlement, you must send a letter by mail to the Class Action Settlement Administrator that (a) states your name, address, and phone number; (b) is personally signed by you, and not your attorney or anyone acting on your behalf; and (c) includes the statement "I/we request to be excluded from the class settlement in *Shirin Chahal et al. v. Cozy Earth Holdings, Inc.*, Case No. [NUMBER]." No request for exclusion will be valid unless all of the information described above is included. 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.

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

Cozy Earth Settlement
Attn: Exclusions
[ADDRESS]

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

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

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

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

OBJECTING TO THE SETTLEMENT

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

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

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) clearly identify the case name and number ("*Shirin Chahal et al. v. Cozy Earth Holdings, Inc.*, Case No. [NUMBER]"), and (b) be mailed to the Settlement Administrator postmarked on or before [Objection/Exclusion Deadline].

Cozy Earth Settlement
Attn: Objections
[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 applicable).

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

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

A Settlement Class Member who objects still remains in the Settlement Class and is eligible to receive a Settlement Award.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

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 \$35.00 Credit Voucher that can be applied towards any purchase made on cozyearth.com, so long as the Settlement Administrator has a valid email address for you. If you received notice of this Settlement by mail, rather than email, please provide the Settlement Administrator with an updated email address at [Administrator Email Address] by [Claim Deadline] to ensure that they are able to provide you with a Credit 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 [COURTHOUSE], [ADDRESS]. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements herein, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and the Class 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 and postmarked no later than [Objection/Exclusion Deadline]. You cannot speak at the hearing if you excluded yourself from the Settlement.

GETTING MORE INFORMATION

23. 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 [COURTHOUSE], [ADDRESS], during operation hours.

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
PURCHASED A PRODUCT
ADVERTISED AT A DISCOUNT ON
COZY.EARTH.COM FROM JUNE
16, 2021 TO OCTOBER 30, 2025,
WHILE RESIDING IN CALIFORNIA,
OR FROM JUNE 24, 2023 TO
NOVEMBER 2, 2025, WHILE
RESIDING IN OREGON.**

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

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

c/o Settlement 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»

What is this Case About? In this lawsuit, Plaintiffs allege that Defendant deceptively advertised various discounts of its products on its website, cozyearth.com. Defendant stands by its advertising and denies all of Plaintiffs' allegations. You are receiving this Notice because Defendant's records indicate that you are a Settlement Class Member. Settlement Class Members include all consumers who purchased one or more products using a discount advertised on cozyearth.com, and whose purchases were: (1) made in the state of California from June 16, 2021 to October 30, 2025, or (2) made in the state of Oregon from June 24, 2023 to November 2, 2025.

What are the Settlement Benefits? Under the terms of the Settlement, Settlement Class Members will receive either (a) **\$35.00** in store credit that can be applied towards a future purchase made on cozyearth.com ("Credit Voucher"); or (b) **\$35.00** in cash, paid by check or electronic payment ("Cash Benefit") (together, the "Settlement Award(s)"). Class Members can decide whether to receive a Credit Voucher or a Cash Benefit. Defendant has also agreed to pay notice and administration costs. The three Class Representatives who were named in the lawsuit and actively participated in the case may also petition the Court for incentive awards of up to \$5,000 each, and Class Counsel may petition the Court for reasonable attorneys' fees and expenses of approximately 24% of the total value of the direct Settlement Awards (\$645,000.00) provided to the Settlement Class, as approved by the Court. Payment of these costs and fees will not reduce the value of the direct Settlement Awards that Settlement Class Members will receive.

How do I Choose a Settlement Award? 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, you will automatically receive the Credit Voucher to the email you provide. 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 [\[Claim Deadline\]](#). The Claim Form is available at [\[Settlement Website\]](#). You can also mail the Claim Form to the Settlement Administrator, postmarked by [\[Claim Deadline\]](#).

What are my Other Options? If you do nothing, you will automatically receive the Credit Voucher. You will be legally bound by the terms of the Settlement, and you will release certain claims against Defendant. 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 Settlement Award from the Settlement. If you do not opt-out, you can object to the Settlement by [\[Objection/Exclusion Deadline\]](#). Please visit [\[Settlement Website\]](#) for more information on how to opt-out of or object to the Settlement.

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

**Circuit Court of the State of Oregon
For the County of Multnomah**

Shirin Chahal et al. v. Cozy Earth Holdings, Inc.,
Case No. [Case Number]

[XXX]

**COZY EARTH SETTLEMENT
CLAIM FORM FOR CASH BENEFIT**

INSTRUCTIONS

This class action alleges that Defendant deceptively advertised various discounts of its products on its website, www.cozyearth.com. Defendant vehemently denies these allegations and has chosen to settle to avoid the cost and burden of litigation. No court has decided which side is right.

You are a Settlement Class Member if:

- While in the state of California, you purchased one or products using a discount advertised on Defendant’s website www.cozyearth.com from June 16, 2021 to October 30, 2025; or
- While in the state of Oregon, you purchased one or more products using a discount advertised on Defendant’s website www.cozyearth.com from June 24, 2023 to November 2, 2025.

If you wish to receive your Settlement Award in the form of credit (“Credit Voucher”), then you do not have to do anything – if the Settlement is finally approved by the Court, you will automatically receive your voucher via email so long as you are a Settlement Class Member and do not exclude yourself from the settlement.

To receive a Settlement Award in the form of cash (“Cash Benefit”) rather than credit, you must submit a valid Claim Form no later than [Claim Deadline]. You may submit only one Claim Form.

If you prefer to submit your Claim Form via mail, it can be sent to: [Address].

If the Court approves the Settlement and it reaches its Effective Date, 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.

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

**Circuit Court of the State of Oregon
For the County of Multnomah**

Shirin Chahal et al. v. Cozy Earth Holdings, Inc.,
Case No. **[Case Number]**

[XXX]

Claim Form

I. YOUR CONTACT INFORMATION AND MAILING ADDRESS

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Mobile Phone

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

*If you do not have a Notice ID, please contact the Settlement Administrator.

II. PAYMENT SELECTION

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

Prepaid Mastercard – Enter the email address where you will 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 Zelle account: _____

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

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

**Circuit Court of the State of Oregon
For the County of Multnomah**

Shirin Chahal et al. v. Cozy Earth Holdings, Inc.,
Case No. [Case Number]

[XXX]

III. CERTIFICATION

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

SIGNATURE

DATE

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