

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

Shirin Chahal et al. v. Cozy Earth Holdings, Inc., Case No. 26CV07895

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)”). Settlement 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	<p>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.</p> <p>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.</p>
SUBMIT A CLAIM FORM DEADLINE: JULY 20, 2026	<p>If you submit a valid Claim Form by July 20, 2026, 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.</p> <p>By submitting a Claim Form, you will give up certain rights to sue Defendant.</p>
EXCLUDE YOURSELF FROM THE CASE DEADLINE: JUNE 22, 2026	<p>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.</p> <p>The deadline for excluding yourself is June 22, 2026.</p>
OBJECT TO THE SETTLEMENT DEADLINE: JUNE 22, 2026	<p>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.</p> <p>The deadline for objecting is June 22, 2026.</p>

- 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. 26CV07895 (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 Plaintiffs’ 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 Settlement Class or Settlement Class Members. One Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class. Here, the Court has certified a Class Action for Settlement purposes only (the “Settlement Class”). More information about why this is a Class Action can be found in the Court’s Preliminary Approval Order, which is available at www.ProductDiscountSettlement.com.

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 Settlement 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 www.ProductDiscountSettlement.com.

MEMBERS OF THE SETTLEMENT CLASS

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

The Court has certified this case for Settlement purposes only as a Class Action. The Settlement Class consists of:

- All 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 support@cozyearth.com.

In addition to the Settlement Awards, Defendant has also agreed to pay Notice and Administration Costs, estimated to be \$45,000. 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 June 22, 2026, 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 www.ProductDiscountSettlement.com. Read the instructions carefully, fill out the form, sign it, and submit it online no later than **July 20, 2026**. You may also submit a Claim Form by mail if postmarked by no later than **July 20, 2026** and addressed to:

Cozy Earth Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Settlement Class Members who do not submit a valid Claim Form by **July 20, 2026**, 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 info@ProductDiscountSettlement.com by **July 20, 2026**, 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 **August 3, 2026**, 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 www.ProductDiscountSettlement.com. 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. 26VC07895.” 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 **June 22, 2026**, to the Class Action Settlement Administrator at the following address:

Cozy Earth Settlement
Attn: Exclusions
P.O. Box 58220
Philadelphia, PA 19102

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

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

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

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

OBJECTING TO THE SETTLEMENT

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

You can ask the Court to deny approval of the Settlement by submitting an objection. You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no 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. 26VC07895”), and (b) be mailed to the Settlement Administrator postmarked on or before **June 22, 2026**.

Cozy Earth Settlement
Attn: Objections
P.O. Box 58220
Philadelphia, PA 19102

Written objections must also contain: (1) your full name, address, and telephone number; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (3) copies of any papers, briefs or other documents upon which the objection is based (if any); (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether you intend to appear at the Final Approval Hearing; (6) proof of membership in the Class or a signed statement attesting under penalty of perjury that you are a Settlement Class Member; (7) a list of all objections filed by you and your counsel to class action settlements in the last three years (if any); and (8) your signature and your attorney’s signature (if 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 info@ProductDiscountSettlement.com by **July 20, 2026**, 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 8:30 AM PDT on **August 3, 2026**, via Webex. The link to access the hearing is here:

<https://oregonjudicial.webex.com/oregonjudicial/j.php?MTID=m261d8f85e447b7f96f7f4859a7b3413f>.

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.

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 June 22, 2026**. 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 www.ProductDiscountSettlement.com, or by calling toll-free 1-855-449-4280, or by writing to the Class Action Settlement Administrator at Cozy Earth Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or by visiting the Court to review the case's docket at Multnomah County Circuit Court, 1200 SW 1st Avenue, Portland, Oregon 97207, during operating hours.

Please do not telephone the Court or the Court Clerk's Office to inquire about this Settlement or the Claims Process.