

Superior Court of California for the County of San Diego

Brynn Grossman et al. v. Night US, LLC and Brooklyn Bedding LLC, Case No. 26CU017232N

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

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

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

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

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

Your Legal Rights and Options in This Settlement:	
DO NOTHING	If you do nothing, you will receive a \$110.00 Credit Voucher for each qualifying mattress order you placed on the applicable website during the applicable time periods. Credit Vouchers can be used towards any purchase made on the website(s) you purchased a qualifying mattress from during the applicable time periods. Credit Vouchers will be valid for three (3) years from the date of issuance. More information about the credits is provided below. By doing nothing, you will give up certain rights to sue Defendants.
SUBMIT A CLAIM FORM DEADLINE: SEPTEMBER 25, 2026	If you submit a valid Claim Form by September 25, 2026 , you will receive a cash payment of \$110.00 per qualifying mattress order in the form of a check or electronic payment. If you placed more than one qualifying mattress order during the relevant time periods, you need only submit one Claim Form to receive a Cash Benefit for each order. Please do not submit more than one Claim Form. By submitting a Claim Form, you will give up certain rights to sue Defendants. You may file a claim here www.NightBBSettlement.com/submit-claim or mail your claim form to: Night US Grossman Settlement Administrator 1650 Arch Street, Suite 2210 Philadelphia, PA 19103
EXCLUDE YOURSELF FROM THE CASE DEADLINE: AUGUST 26, 2026	This is the only option that allows you to sue Defendants on your own regarding the legal claims in this case, but you will not receive compensation under the settlement. The deadline for excluding yourself is August 26, 2026 .
OBJECT TO THE SETTLEMENT DEADLINE: AUGUST 26, 2026	You may write to the Settlement Administrator about why you do not like the settlement. A Settlement Class Member who objects still remains in the Settlement Class and will receive a settlement award. The deadline for objecting is August 26, 2026 .

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

BASIC INFORMATION

1. Why was this Notice issued?

This Notice was issued because a court has conditionally “certified” this case as a class action lawsuit for settlement purposes only and your rights may be affected. If you, while physically in the state of California or as a resident of the state of California, purchased one or more mattresses advertised at a discount from: leesa.com from July 28, 2019 to March 11, 2024; brooklynbedding.com from September 5, 2020 to March 31, 2024; helixsleep.com from October 2, 2020 to March 31, 2024; or bearmattress.com from June 4, 2021 to April 1, 2024, you may have legal rights and options in this case. This Notice provides details about the case and the settlement. The Superior Court of California for the County of San Diego is overseeing this class action. The case is known as *Brynn Grossman et al. v. Night US, LLC and Brooklyn Bedding LLC*, Case No. 26CU017232N (the “Action”). The people who sued are called the Plaintiffs. The companies they sued, Night US, LLC and Brooklyn Bedding LLC, are called the Defendants.

2. Why is this a class action?

In a class action, one or more people, called “Class Representatives” (in this case Sean Phillips, Brynn Grossman, Jonathan Sheil, and Baasil Khan, the named “Plaintiffs”), sue on behalf of all people who have similar claims. Together, these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Here, the Court has certified a class action for settlement purposes only (the “Settlement Class”). More information about why this is a class action can be found in the Court’s Preliminary Approval Order, which is available at www.NightBBSettlement.com.

3. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Plaintiffs think they would have prevailed at trial. Defendants think that Plaintiffs would not have won anything from a trial. But there was no trial. Instead, both sides agreed to this settlement. That way, both sides avoid the cost and risk of a trial, and the Settlement Class Members will receive compensation sooner rather than at the conclusion of a trial, if at all. The Class Representatives and their attorneys think the settlement is best for all Class Members.

THE CLAIMS IN THE LAWSUIT

4. What is the lawsuit about?

The lawsuit claims that Defendants deceptively advertised discounts of their products on leesa.com, brooklynbedding.com, helixsleep.com, and bearmattress.com. Based on these allegations, the lawsuit claims that Defendants violated certain California consumer protection statutes, and also asserts claims for breach of contract, breach of express warranty, quasi-contract/unjust enrichment, and intentional and negligent misrepresentation. Defendants dispute the allegations, deny that they misled consumers or violated any law at all, and maintain that their advertising and practices were lawful at all times, but have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case. More information can be found in the Consolidated Class Action Complaint, available at www.NightBBSettlement.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 physically in the state of California or as residents of the state of California, purchased one or more mattresses advertised at a discount from leesa.com, brooklynbedding.com, helixsleep.com, or bearmattress.com, during the following time periods:

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

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

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

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

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

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

7. How much will my payment be?

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

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

Unless you exclude yourself from the settlement, you will be part of the Settlement Class, and you will be bound by the release of claims in the settlement. This means that, if the settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants asserting a Released Claim. It also means that all the Court's orders will apply to you and legally bind you. If you sign the Claim Form or do nothing, you will agree to release Defendants from any and all claims under federal and state law that arise from Defendants' advertised pricing on the relevant websites, which were alleged in this action, or which arise from the same facts and claims alleged in the action.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes. The Court has appointed Simon Franzini, Jonas Jacobson, and Grace Bennett of Dovel & Luner, LLP as Class Counsel to represent you and the Settlement Class in this case. You will not be charged for these lawyers. These lawyers have experience handling similar cases. More information about the lawyers and their law firm is available at <https://www.dovel.com>.

10. Should I get my own lawyer?

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

11. How will the lawyers be paid?

Class Counsel may file a request for attorneys' fees and reimbursement of the costs they sustained in litigating this case of no more than \$1,900,000. Class Counsel may also ask the Court to approve incentive awards of up to \$5,000 to the Class Representatives, Sean Phillips, Brynn Grossman, Jonathan Sheil, and Baasil Khan, for their services as Class Representatives. The Court may award less than these amounts. Any amounts awarded by the Court to Class Counsel or the Class Representatives will be paid separately by Defendants and will not reduce the value of the Credit Vouchers or Cash Benefits.

HOW TO CHOOSE YOUR SETTLEMENT AWARD

12. How can I get compensation under the settlement?

Settlement Class Members who do not opt out of the settlement by **August 26, 2026** are eligible to receive compensation in the form of either (a) cash, paid by check or electronic payment ("Cash Benefit(s)"); or (b) store credit that can be applied towards any purchase made on the website they purchased from during the applicable time period ("Credit Voucher(s)"), at each Settlement Class Member's election.

To receive the Cash Benefit, you must submit a valid Claim Form. Settlement Class Members who placed more than one qualifying mattress order during the relevant time periods only need to submit one Claim Form to receive a Cash Benefit for each qualifying order. Please do not submit more than one Claim Form. The identity of each Settlement Class Member who submits a Claim Form must match the personal information associated with their respective orders. Settlement Class Members who do not submit a valid Claim Form by **September 25, 2026**, will receive a Credit Voucher for each qualifying mattress order placed. A Claim Form is available on the internet at www.NightBBSettlement.com. Read the instructions carefully. You must fill out the form, sign it, and submit it online no later than **September 25, 2026** to receive a Cash Benefit. You may also submit a Claim Form by mail if it is postmarked by no later than **September 25, 2026**.

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

13. When would I receive compensation?

The Court will hold a hearing on **October 16, 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 any appeal may be filed and whether it can be resolved. Resolving any appeal can take time, perhaps more than a year. Settlement awards will be distributed after the settlement is finally approved and all appeals (if any) have been resolved in favor of the settlement. The progress of the settlement will be updated through information posted at www.NightBBSettlement.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 Defendants regarding the alleged marketing practices that are the subject of the Action, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the Settlement Class.

To exclude yourself from the settlement, you must send a letter by mail to the Class Action Settlement Administrator that (a) states your name, address, and phone number; (b) is personally signed by you, and not your attorney or anyone acting on your behalf; and (c) includes the statements "I/we request to be excluded from the class settlement in *Brynn Grossman et al. v. Night US, LLC and Brooklyn Bedding LLC*, Case No. 26CU017232N" and "while physically in the state of California or while a resident of California, I purchased one or more mattresses advertised at a discount from leesa.com from July 28, 2019 to March 11, 2024; brooklynbedding.com from September 5, 2020 to March 31, 2024; helixsleep.com from October 2, 2020 to March 31, 2024; or bearmattress.com from June 4, 2021 to April 1, 2024." No request for exclusion will be valid unless all of the information described above is included.

You must mail your exclusion request no later than **August 26, 2026** to the Class Action Settlement Administrator. You must mail your exclusion request to the following address:

**Night US Grossman Settlement Administrator
ATTN: Exclusion
P.O. Box 58220
Philadelphia, PA 19102**

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

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

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

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

OBJECTING TO THE SETTLEMENT

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

If you are a Class Member, you can ask the Court to deny approval of the settlement by submitting an objection. You can give reasons why you think the Court should not approve it. The Court will consider your views. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement awards will be sent out and the lawsuit will continue. If that is what you want to happen, you should object. A Settlement Class Member who objects still remains in the Settlement Class and, if the Court approves the settlement, will receive a settlement award.

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

All written objections and supporting papers must (a) clearly identify the case name and number ("*Brynn Grossman et al. v. Night US, LLC and Brooklyn Bedding LLC*, Case No. 26CU017232N"), and (b) be mailed to the Class Action Settlement Administrator on or before **August 26, 2026**. Settlement Class Members must mail any objection to this address:

Night US Grossman Settlement Administrator
ATTN: Objection
P.O. Box 58220
Philadelphia, PA 19102

Written objections must also contain: (1) your full name, address, and telephone number; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (3) copies of any papers, briefs or other documents upon which the objection is based (if any); (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether you intend to appear at the Final Approval Hearing; (6) proof of membership in the Class or a signed statement attesting under penalty of perjury that you are a Settlement Class Member; (7) a list of all objections filed by you and your counsel to class action settlements in the last three years (if any); and (8) your signature and your attorney's signature (if any). If you want to appear and speak at the Final Approval Hearing to object to the settlement, with or without a lawyer, you must say so in your written objection.

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

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

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

IF YOU DO NOTHING

19. What happens if I do nothing at all?

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

THE COURT'S FINAL APPROVAL HEARING

20. When and where will the Court decide whether to approve the settlement?

The Court will hold a **Final Approval Hearing** on **October 16, 2026**, at the **Superior Court of the State of California, County of San Diego, 1100 Union Street, San Diego, CA 92101 in Department N-29**. 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 at www.NightBBSettlement.com to confirm that the date has not been changed and whether the hearing may proceed virtually.

21. Do I have to come to the hearing?

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

22. May I speak at the hearing?

You, or any lawyer you retain, may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your objection to the settlement a statement saying that it is your intent to appear at the Final Approval Hearing. It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be submitted to the Class Action Settlement Administrator and be postmarked no later than **August 26, 2026**. You cannot speak at the hearing if you excluded yourself from the settlement.

TAX CONSEQUENCES

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

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

GETTING MORE INFORMATION

24. Is this the entire settlement?

No. This notice is only a summary of the proposed settlement. More information about the lawsuit and the precise terms and conditions of the settlement is available at www.NightBBSettlement.com, or by calling toll-free **1-844-388-4323**, or by writing to the Class Action Settlement Administrator at **Night US Grossman Settlement Administrator, 1650 Arch Street Suite 2210 Philadelphia, PA 19103**, or by visiting the Court to review the case's docket at the **Superior Court of the State of California, County of San Diego, 1100 Union Street, San Diego, CA 92101** between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding court holidays. You may also contact Class Counsel using the information listed below:

DOVEL & LUNER, LLP
Simon Franzini simon@dovel.com
Grace Bennett

grace@dovel.com
201 Santa Monica Blvd., Suite 600
Santa Monica, California 90401
(310) 656-7066

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