

Superior Court of California for the County of San Diego

Jeffrey Jacobs, et al. v. La-Z-Boy Inc. and Stitch Industries Inc., Case No. **25CU038051N**

If you purchased products at a sale price from Joybird.com, or in a physical Joybird store, while residing in California, Oregon, or Washington during the time period 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, Joybird.com, and in physical Joybird stores.
- The two sides disagree on whether Plaintiffs and the Settlement Class could have prevailed at trial. By entering into the Settlement, Defendant has not conceded the truth or validity of any of the claims against it and denies any liability or wrongdoing.
- Defendant has agreed to pay settlement benefits, and other expenses, as described below, to fully resolve and release the claims of all consumers who, while in the states of California, Oregon, or Washington, purchased one or more products on Joybird.com, or at a Joybird physical store location, at a sale price, from December 18, 2019 to October 31, 2025.
- Under the terms of the Settlement, Settlement Class Members will each receive a **\$115.00** settlement benefit. Class Members will receive their settlement benefits in either (a) cash, paid by check or electronic payment (“Cash Benefit”); or (b) store credit that can be applied towards any purchase made on Joybird.com (“Credit Voucher”). Class Members can decide whether to receive a Cash Benefit or Credit Voucher. The Parties estimate that there are approximately 61,000 Settlement Class Members, so the Parties estimate that the total value of the Cash Benefits and Credit Vouchers to Class Members will be approximately \$7,015,000. In addition to these benefits, Defendant has also agreed to pay incentive awards of up to \$7,500 to each of the Class Representatives, and reasonable attorneys’ fees and expenses of up to \$1,325,000, 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. To be valid, a Claim Form must include the email address or mailing address associated with one of your purchases on Joybird.com, or in a physical Joybird store. 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.
- 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 \$115.00 Credit Voucher. The credit can be applied towards any purchase made on Joybird.com. More information about the credits is provided below. By doing nothing, you will give up certain rights to sue Defendant.
SUBMIT A CLAIM FORM DEADLINE: FEBRUARY 13, 2026	If you submit a valid Claim Form by February 13, 2026, and elect to receive the Cash Benefit, you will receive a cash payment of \$115.00 in the form of a check or electronic payment. By submitting a Claim Form, you will give up certain rights to sue Defendant.
EXCLUDE YOURSELF FROM THE CASE DEADLINE: FEBRUARY 13, 2026	This is the only option that allows you to sue Defendant on your own regarding the legal claims in this case, but you will not receive compensation under the Settlement. The deadline for excluding yourself is February 13, 2026.
OBJECT TO THE SETTLEMENT DEADLINE: FEBRUARY 13, 2026	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 Benefit. The deadline for objecting is February 13, 2026.

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

BASIC INFORMATION

1. Why was this notice issued?

This notice was issued because a court has conditionally “certified” this case as a class action lawsuit for settlement purposes only and your rights may be affected. If you purchased, at a sale price, one or more products on Joybird.com, or at a Joybird physical store location, and your purchases were made in the states of California, Oregon, or Washington, from December 18, 2019 to October 31, 2025, you may have legal rights and options in this case. This Notice explains all of these issues. The Superior Court of California for the County of San Diego is overseeing this class action. The case is known as *Jeffrey Jacobs, et al. v. La-Z-Boy Inc. and Stitch Industries Inc.*, Case No. 25CU038051N (the “Action”). The people who sued are called the Plaintiffs. The company they sued is called the Defendant.

2. Why is this a class action?

In a class action, one or more people, called “Class Representatives” (in this case Jeffrey Jacobs and Madeline Casey, 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.JoybirdSettlement.com.

3. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Plaintiffs think they would have prevailed at trial. Defendant thinks

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the Plaintiffs would not have won anything from a trial. But there was no trial. Instead, both sides agreed to this Settlement. That way, both sides avoid the risk and cost of a trial, and the Settlement Class Members will receive compensation. The Class Representatives and their attorneys think the Settlement is best for all Class Members.

THE CLAIMS IN THE LAWSUIT

4. What is the lawsuit about?

The lawsuit claims that Defendant deceptively advertised various discounts of its products on its website, Joybird.com, and in physical Joybird stores. The lawsuit claims that Defendant violated California, Oregon, and Washington consumer protection law, and also asserts claims for quasi-contract/unjust enrichment, breach of contract, breach of express warranties, intentional misrepresentation, and negligent misrepresentation. Defendant denied these claims and denies any liability or wrongdoing. More information can be found in the Consolidated Class Action Complaint, available at www.JoybirdSettlement.com.

MEMBERS OF THE SETTLEMENT CLASS

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

The Court has certified this case for settlement purposes only as a class action. The Settlement Class consists of: all consumers who, while in the states of California, Oregon, or Washington, purchased one or more products on Joybird.com, or at a Joybird physical store location, at a sale price, from December 18, 2019 to October 31, 2025.

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, Joybird.com, or in its physical Joybird stores, 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 will each receive a \$115.00 settlement benefit. Class Members will receive their settlement benefits in either (a) cash, paid by check or electronic payment ("Cash Benefit"); or (b) store credit that can be applied towards any purchase made on Joybird.com ("Credit Voucher").

Class Members can decide whether to receive Cash Benefits or Credit Vouchers—in either case, the Benefits and Vouchers will be worth \$115.00. Credit Vouchers will be valid for two years after distribution and can be used at any time, towards any purchase on Joybird.com with no blackout dates or restrictions. They can be combined with any other sale or discount, and are freely transferable between consumers. The Parties estimate that there are approximately 61,000 Settlement Class Members, so the Parties estimate that the total value of the Cash Benefits and Credit Vouchers to Class Members will be approximately \$7,150,000.

In addition to these benefits, Defendant has also agreed to pay incentive awards of up to \$7,500 to each of the Class Representatives, and reasonable attorneys' fees and expenses of up to \$1,325,000, 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 \$115.00.

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

Unless you exclude yourself from the Settlement, you will be part of the Settlement Class, and you will be bound by the release of claims in the Settlement. This means that, if the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant asserting a released claim. It also means that all the Court's orders will apply to you and legally bind you. If you sign the Claim Form or do nothing, you will agree to release Defendant from any and all claims under federal and state law that arise from or relate to the allegations concerning 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 the law firms of Dovel & Luner, LLP and Lynch Carpenter 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 firms is available at <https://www.dovel.com> and <https://lynchcarpenter.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 \$1,325,000. Class Counsel may also ask the Court to approve incentive awards of up to \$7,500 to the Class Representatives, Jeffrey Jacobs and Madeline Casey, for their services as Class Representatives. The Court may award less than these amounts.

HOW TO CHOOSE YOUR SETTLEMENT BENEFIT

12. How can I get compensation under the Settlement?

Settlement Class Members who do not opt out of the Settlement by February 13, 2026 will receive compensation in the form of either (a) cash, paid by check or electronic payment ("Cash Benefit"); or (b) credit that can be applied towards any purchase made on Joybird.com ("Credit Voucher"), at each Settlement Class Member's election.

To receive the Cash Benefit, you must submit a valid Claim Form. To be valid, a Claim Form must include the email address or mailing address associated with one of your purchases on Joybird.com, or in a physical Joybird store. Settlement Class Members who do not submit a valid Claim Form by February 13, 2026, will receive the Credit Voucher. A Claim Form is available on the internet at www.JoybirdSettlement.com. Read the instructions carefully, fill out the form, sign it, and submit it online no later than February 13, 2026. You may also submit a Claim Form by mail if postmarked by no later than February 13, 2026.

To receive a Cash Benefit, each Settlement Class Member must attest under penalty of perjury that they were a California, Washington, or Oregon resident who purchased products at a sale price on Joybird.com, or at a California, Oregon, or Washington Joybird store, during the Class Period, and the information supplied in the Claim Form is true and correct to the best of the Settlement Class Member's knowledge. Failure to timely submit a valid Claim Form with all requested information will result in such Settlement Class Member receiving a Credit Voucher by default.

13. When would I receive compensation?

The Court will hold a hearing on March 6, 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

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can take time, perhaps more than a year. Settlement benefits will be distributed after the Settlement is finally approved and all appeals (if any) have been resolved in favor of the Settlement. The progress of the Settlement will be updated through information posted at www.JoybirdSettlement.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 benefit 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 *“Jeffrey Jacobs, et al. v. La-Z-Boy Inc. and Stitch Industries Inc., Case No. 25CU038051N.”*” No request for exclusion will be valid unless all of the information described above is included.

You must mail your exclusion request postmarked no later than February 13, 2026, to the Class Action Settlement Administrator at the following address:

Joybird Settlement Administrator
P.O. Box 2009
Chanhassen, MN 55317-2009

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

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

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

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

OBJECTING TO THE SETTLEMENT

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

You can ask the Court to deny approval of the Settlement by filing an objection. You can’t ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Benefits will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. A Settlement Class Member who objects still remains in the Settlement Class 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 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 (*“Jeffrey Jacobs, et al. v. La-Z-Boy Inc. and Stitch Industries Inc., Case No. 25CU038051N”*), and (b) be mailed to the Settlement Administrator postmarked on or before February 13, 2026.

Joybird Settlement Administrator
P.O. Box 2009
Chanhassen, MN 55317-2009

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

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

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

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

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 settlement benefit in the form of a \$115.00 Credit Voucher.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at March 6, 2026, at 325 South Melrose Drive, Vista, CA 92081, Courtroom NC-31. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements herein, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and the Class Representatives.

The date of the Final Approval Hearing may change without further notice to the Settlement Class. Settlement Class Members should check the Settlement Website to confirm that the date has not been changed and whether the hearing may proceed virtually.

21. Do I have to come to the hearing?

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

22. May I speak at the hearing?

You, or any lawyer you retain, may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your objection to the Settlement a statement saying that it is your intent to appear at the Final Approval Hearing. Your Objection and notice of intent to appear must be submitted to the Court and postmarked no later than February 13, 2026. You cannot speak at the hearing if you excluded yourself from the Settlement.

TAX CONSEQUENCES

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

None of Defendant, Class Counsel, or the Class Action Settlement Administrator is able 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

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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.JoybirdSettlement.com, or by calling toll-free (833) 583-8270, or by writing to the Class Action Settlement Administrator at Joybird Settlement Administrator, P.O. Box 2009, Chanhassen, MN 55317-2009, or by visiting the Court to review the case's docket at 325 South Melrose Drive, Vista, CA 92081, between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding court holidays. You may also contact Class Counsel using the information listed below:

DOVEL & LUNER, LLP

Simon Franzini

simon@dovel.com

Grace Bennett

grace@dovel.com

201 Santa Monica Blvd., Suite 600

Santa Monica, California 90401

(310) 656-7066

LYNCH CARPENTER LLP

Scott Braden

scott@lcllp.com

9171 Towne Centre Drive, Suite 180

San Diego, CA 92122

(619) 762-1910

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