

SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN DIEGO

Regina Molloy v. Resident Home, LLC, Case 25CU057416N

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

I. WHY DID I RECEIVE NOTICE OF A PROPOSED SETTLEMENT?

Our records indicate that you purchased a product between March 1, 2021 and April 10, 2026 at a price advertised as a discount from a higher reference price from Siena, Nectar, DreamCloud, CloverLane, or Awara. As such, you have been identified as a potential member of a Class and are included in a proposed class action settlement. This Notice explains that the Superior Court of the State of California, County of San Diego has granted preliminary approval of a settlement that may affect you. You have legal rights and options that you may exercise at this time, so please read this Notice carefully.

II. WHAT IS THIS CLASS ACTION ABOUT?

On March 10, 2025, Plaintiff Regina Molloy filed a class action lawsuit against Resident Home, LLC captioned *Regina Molloy v. Resident Home, LLC*, Case No. 25STCV06804 (Sup. Ct. Cal. L.A. Cnty). On April 23, 2025, the case was removed to the Central District of California, as *Regina Molloy v. Resident Home, LLC*, Case No. 2:25-cv-03524-AH-JPRx (C.D. Cal.) (the “Federal Court Action”), asserting false and/or deceptive advertising claims relating to Defendant’s alleged discounts on merchandise on its e-commerce websites: sienasleep.com (“Siena”), nectarsleep.com (“Nectar”), dreamcloudsleep.com (“DreamCloud”), cloverlane.com (“CloverLane”), and awarasleep.com (“Awara”). Plaintiff re-filed her claims in this Action. Plaintiff alleges that Defendant’s conduct violated California’s Unfair Competition Law (Cal. Bus. & Prof. Code. §§ 17200 & 17500, *et seq.*) and the Consumer Legal Remedies Act (Cal. Civ. C. §1750, *et seq.*).

Resident Home denies all of the claims and allegations in the Action any wrongdoing, and any liability whatsoever. Resident Home specifically denies that it has violated any consumer protection statute or deceptive trade practices statute, and further denies any wrongdoing or liability whatsoever, including that Plaintiff, or any other person or entity, has suffered any harm, monetary or otherwise, as a result of any of the allegations in the Complaint; and Resident Home also contends that Plaintiff and any others upon whose behalf Plaintiff seeks or sought to bring a potential action are not entitled to any monetary recovery, restitution, injunctive relief, or any other form of relief, and other than for Settlement purposes, that this Action is appropriate for certification as a class action.

The Court has not determined whether Plaintiff’s claims and allegations have any merit. Instead, after good-faith negotiations and for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of the Action, Plaintiff on behalf of the Class and Resident Home have agreed to settle the Action and all claims therein. Resident Home will provide Class Members who submit a valid Claim Form with a Voucher good for thirty dollars (\$30.00) off a single

purchase (no minimum purchase) redeemable on one or more retail websites operated by Resident Home and/or its affiliates or designee. A class-wide settlement avoids the costs and risk of a trial, and members of the Class (those similarly situated to Plaintiff) can receive the available benefits provided by the proposed Settlement. Plaintiff and Class Counsel, who are attorneys appointed to represent the interests of the Settlement Class, believe the proposed settlement is in the best interest of the Settlement Class.

III. WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?

You are included as a Class Member if you fall within the following definition: “All persons in the United States, who, as reflected in Defendant’s records, purchased during the Class Period one or more products at a price advertised as a discount from a higher reference price from Siena, Nectar, DreamCloud, CloverLane, or Awara, and who have not received a refund or credit for their purchase(s). Excluded from the Class is Resident Home’s Counsel, Resident Home’s officers, directors, and employees, and the judge presiding over the Action.” The Class Period means the dates from March 1, 2021 to April 10, 2026.

IV. WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?

Settlement Payments: Pursuant to the Settlement Agreement, Resident Home has agreed to distribute to Class Members who timely submit a Claim Form a Voucher good for thirty dollars (\$30.00) off a single purchase (no minimum purchase) redeemable on one or more retail websites operated by Resident Home and/or its affiliates or designee. A Claims Administrator has been appointed to administer the Settlement. Vouchers will expire nine months from the date of distribution, will not be replaced if lost or stolen, must be used in a single purchase, and will have no residual value if the amount redeemed is less than the Voucher amount. Class Counsel may also petition the Court for attorneys’ fees, costs and an Individual Settlement Award for Named Plaintiff in accordance with Sections 2.3 and 2.4 of the Settlement Agreement.

Release of Claims: If you do not exclude yourself from the Settlement (according to the procedures explained below), you will fully and finally release all claims against Resident Home and the other Released Parties described in the Settlement Agreement arising out of, or relating to, any of the acts, omissions or other conduct by Resident Home relating to the advertising, marketing, or display of promotions, discounts, prices, savings, etc. by Siena, Nectar, DreamCloud, CloverLane, or Awara, or that otherwise has been, or could have been, alleged or otherwise referred to in the Complaint.

V. WHAT ARE MY OPTIONS?

A. You May Accept Your Share of the Settlement by Submitting a Claim Form

Any Settlement Class Member who wishes to participate in the Settlement and receive a Voucher must submit a valid Claim Form with the Administrator online at the Settlement Website or via mail. A claim form may be mailed to you at your address. It is also available online at www.MolloyPricingSettlement.com.

The Claim Form must be submitted electronically on the Settlement Website or postmarked on or before **July 10, 2026**. Claim Forms submitted via mail must be sent to the following address:

**Molloy Pricing Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103**

If you file a valid, timely, and complete Claim Form, you will receive a Voucher, be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and be considered to have released the claims against Resident Home and the other Released Parties described in the Settlement Agreement.

Please note that it is your obligation to keep the Administrator informed of any changes in your email address until your Voucher(s), if any, are received, should final approval of the Settlement be granted. Changing your email address and not letting the Administrator know may prevent you from receiving your Voucher.

B. You May Exclude Yourself from the Settlement

Any Class Member who does not wish to participate in the Settlement and instead wishes to be excluded from the Settlement and any final judgment that may be entered by the Court, must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than **July 10, 2026**. Requests for Exclusion submitted via mail must be sent to the following address:

**Molloy Pricing Settlement Administrator
Attn: Exclusion Request
P.O. Box 58220
Philadelphia, PA 19102**

The Request for Exclusion must state unequivocally in writing that you are requesting to exclude yourself from the Settlement (identifying the Action by name and case number (e.g., *Molloy v. Resident Home LLC*, Case No. 25CU057416N)) and must include your name, address, telephone number, email, and original signature. A Class Member who properly submits a valid and timely Request for Exclusion from the Settlement: (1) will not receive any payment of any kind in connection with this Settlement; (2) will not be bound by or receive any benefit of this Settlement; (3) will have no right to object to the Settlement or be heard at any hearing scheduled for the Court's consideration of the Settlement; and (4) may at their own expense individually pursue any claims he or she may have against Resident Home.

C. You May Object to the Settlement

Any Class Member who does not request to be excluded from the Settlement may, if the person wishes, object to the terms of the Settlement before final Court approval by filing a written objection with the Court and providing a copy to the Administrator, Class Counsel, and Counsel

for Resident Home no later than July 10, 2026. If the Court rejects your objection, however, you will still be bound by the terms of the Settlement.

To object, you **must** file the objection with the Superior Court of the State of California, County of San Diego electronically.

You **must** also provide copies to Class Counsel, Counsel for Resident Home, and the Administrator:

Molloy Pricing Settlement Administrator
Attn: Objections
P.O. Box 58220
Philadelphia, PA 19102

Class Counsel:

Matthew C. Wolf, Esq.
TURNER HENNINGSSEN WOLF & VANDENBERG LLP
707 Wilshire Boulevard, Suite 3700
Los Angeles, CA 90017

Counsel for Resident Home:

Stephanie A. Sheridan, Esq.
Meegan B. Brooks, Esq.
Christopher Stretch, Esq.
BALLARD SPAHR LLP
71 Stevenson Street, Suite 400
San Francisco, CA 94105

Any written objection must bear an original signature and state: (1) the objecting Class Member's full name, current address, and telephone number; (2) attested facts supporting the person's status as a Class Member; (3) the reasons for the objection (with any documents supporting the objection attached to such written objection); and (4) if the objecting Class Member intends to call witnesses at the Fairness Hearing an identification of those witnesses and a summary of each witness's expected testimony. To be valid and effective, the Court, Class Counsel, counsel for Resident Home, and the Administrator must receive any written objection no later than July 10, 2026. If the Court denies your objection, you will be bound by any judgment with respect to the Settlement, and you will release Resident Home and the other Released Parties from legal claims as described above and in the Settlement Agreement on file with the Court and available here -- www.MolloyPricingSettlement.com.

D. You Can Do Nothing

If you do nothing in response to this Notice, you will NOT receive any Voucher, but you will be bound by any judgment entered with respect to the Settlement, and you will release

Resident Home and the other Released Parties from legal claims as explained above and in the Settlement Agreement.

VI. FINAL SETTLEMENT APPROVAL AND FAIRNESS HEARING

The Court will hold a Fairness Hearing on **September 11, 2026, at 1:30 PM PST** in **Dept. N-27 of the Superior Court of the State of California, County of San Diego, located at 325 South Melrose Dr., Vista, CA 92081** to determine whether the Settlement should be finally approved as fair, reasonable, and adequate, including the Named Plaintiff's Individual Settlement Award, Class Counsel's Attorneys' Fees and Costs, the payment to the Administrator of settlement administration costs, and the payments to the Class Members.

The hearing may be continued without further notice to the Settlement Class. **It is not necessary for you to appear at this hearing, but you may appear and be heard at the hearing at your option.**

VII. ADDITIONAL INFORMATION

This Notice contains a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, please refer to the Settlement Agreement which is on file with the Court and available online here **www.MollyPricingSettlement.com**. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined during regular business hours at the Office of the Clerk of the Superior Court of the State of California, County of San Diego, located at 325 South Melrose Dr., Vista, CA 92081.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. ANY QUESTIONS SHOULD BE DIRECTED TO CLASS COUNSEL OR THE ADMINISTRATOR LISTED ABOVE.

APPROVED BY ORDER OF THE SUPERIOR COURT.