

EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Agreement”) is made by and between plaintiffs Jamie Todd, Andrew Todd, G.T., Allen McClure, Angel McClure, Logan McClure, Jacob McClure, Killian McClure, Frances Burkowske, Malinda Gipson, Kevin Douthard, Diana Angus, Gabrielle Puyat, Brian Klowas, Lisa Jenkins, Judy Hughes, Heather Orgeron, Stacey Kemp, Eric Young, Paula Mills, Odessa Adams, Kimberly Adams, Erin Stavi, James Wilson, Victor Cavano, Conner Petropoulos, Julie Bartlett, Raven Fowlkes-Witten, Lena Bailey, Dylan Weber, Mercedes Rosato, Sandra Melendez, Joseph Ataganian, Geraldina Perez, Donald Watson, Shelley Hicks, John Palmer, Felicia Anderson, Alex Craig, Carrie Dadamo, Jessi Hardy, Lorenzo Diaz, Ashley Solis, Stephanie Jarvis Patterson, Melissa Anderson, and Nate Olsen on the one hand (“Plaintiffs”) and defendants Ashley Furniture Industries, LLC, Ashley Global Retail, LLC (both entities together, “Ashley”) and Resident Home LLC (“Resident Home”) on the other hand (collectively, “Defendants”). This Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuit currently captioned as *Todd v. Ashley Furniture Industries, LLC*, initiated on August 30, 2024, and pending in the United States District Court for the Western District of Wisconsin, as Case No. 3:24-cv-00615.
- 1.2. “Administrator” means a reputable vendor of the Parties’ choosing, weighing both the expense and the efficacy, to ensure that Administrator’s pricing is competitive, and any successors to that entity, who shall be appointed to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement, and subject to the Court’s approval and award in the Final Approval Order. The Administration Expenses Payment shall be paid separately by Defendants.
- 1.4. “Affected Mattress” means mattresses designed, manufactured, produced, distributed, sold, or marketed by Defendants that contained fiberglass as a fire-retardant material in the inner sock of the mattress.
- 1.5. “Claim” means a request made by a Class Member to receive a Voucher pursuant to the procedures stated in Paragraph 7.4.
- 1.6. “Claimant” means any Participating Class Member who timely submits a valid Claim Form under this Agreement.
- 1.7. “Claim Form” means the form a Class Member must complete and submit to receive a Voucher pursuant to the requirements and procedures set forth in Paragraph 7.4. The Claim Form must be substantially similar to the form attached to the Administrator’s declaration accompanying the Motion for Preliminary Approval.

- 1.8. “Class” or “Settlement Class” means all individual end consumers who purchased an Affected Mattress in the United States during the Class Period which was designed, manufactured, produced, distributed, sold, or marketed by Defendants and contained fiberglass.
- 1.9. “Class Counsel” means D.G. Pantazis, Jr., Brian M. Clark, and Eric Sheffer from Wiggins Childs Pantazis Fisher Goldfarb LLC; Daniel B. Snyder, Gregory A. Cade, Kevin B. McKie, Gary Anderson, and Jordan Cade from Environmental Litigation Group, P.C.; Christopher Cueto from the Law Office of Christopher Cueto, Ltd.; and Lloyd M. Cueto from the Law Office of Lloyd M. Cueto, P.C.
- 1.10. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts approved and allocated by the Court to Class Counsel for, respectively, reasonable attorneys’ fees, and reimbursement of reasonable expenses incurred to prosecute the Action, as further described in and pursuant to the requirements and procedures set forth in Paragraph 3.3 below.
- 1.11. “Class Data” means Class Member identifying information in Defendants’ possession, including email addresses of Class Members.
- 1.12. “Class Member” or “Settlement Class Member” means a member of the Class as defined above. Excluded from the Class are: (1) the judges presiding over this Action, and members of their immediate families; and (2) Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest, and their current or former officers and directors.
- 1.13. “Class Notice” means the Court-approved Notice of Class Action Settlement and Hearing Date for Final Court Approval to be provided to Class Members in the manner further provide in Paragraph 7.3, below. The Class Notice must be in the form, without material variation, attached hereto as **Exhibits A and B**.
- 1.14. “Class Period” means the period from October 1, 2017 to June 30, 2024.
- 1.15. “Class Representatives” means Jamie Todd, Andrew Todd, G.T., Allen McClure, Angel McClure, Logan McClure, Jacob McClure, Killian McClure, Frances Burkowske, Malinda Gipson, Kevin Douthard, Diana Angus, Gabrielle Puyat, Brian Klowas, Lisa Jenkins, Judy Hughes, Heather Orgeron, Stacey Kemp, Eric Young, Paula Mills, Odessa Adams, Kimberly Adams, Erin Stavi, James Wilson, Victor Cavano, Conner Petropoulos, Julie Bartlett, Raven Fowlkes-Witten, Lena Bailey, Dylan Weber, Mercedes Rosato, Sandra Melendez, Joseph Ataganian, Geraldina Perez, Donald Watson, Shelley Hicks, John Palmer, Felicia Anderson, Alex Craig, Carrie Dadamo, Jessi Hardy, Lorenzo Diaz, Ashley Solis, Stephanie Jarvis, Melissa Anderson, and Nate Olsen.

- 1.16. “Class Representative Service Payment” means the payment, if any, approved and awarded by the Court to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.17. “Common Voucher Fund” means the total value of all Vouchers that will be available by Defendants for distribution to Participating Class Members who submit a valid and timely Claim.
- 1.18. “Contingent Cash Fund” means the amount of money that may be available for distribution to Participating Class Members who timely submit a valid claim in the event the Court awards less than Three Million Dollars (\$3,000,000.00) collectively to Class Counsel as Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and any other attorney fees or costs, as further described in and pursuant to the requirements and procedures set forth in Paragraphs 3.3.5 and 4.3.1 below.
- 1.19. “Court” means the United States District Court for the Western District of Wisconsin.
- 1.20. “Defense Counsel” means Edward C. Barnidge, Teresa M. Wogoman, and Ikenna N. Ugboaja of Williams & Connolly LLP, and Matthew Splitek of Quarles & Brady LLP.
- 1.21. “Effective Date” means thirty (30) days after the date when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; or (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment if no appeal is filed; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.22. “Final Approval” means the Court’s Order granting Final Approval of the Settlement. The proposed Order granting Final Approval to be submitted to the Court must be substantially similar to the form attached here to as **Exhibit D**.
- 1.23. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.24. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement. The proposed Final Judgment to be submitted to the Court must be substantially similar to the form attached hereto as **Exhibit D**.
- 1.25. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.26. “Participating Class Member” means any Class Member who has not timely and validly opted out of the Class.

- 1.27. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.28. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of the Settlement (a copy of which is attached hereto as **Exhibit C**).
- 1.29. “Released Class Claims” means the claims being released as described in Paragraph 5.3, below.
- 1.30. “Released Parties” means Defendants Ashley Global Retail, LLC, Ashley Furniture Industries, LLC, and/or Resident Home LLC, and each of Defendants’ parents, subsidiaries, affiliates (including Ashley-owned stores), predecessors, successors, assigns, and any of Defendants’ present or former directors, officers, employees, shareholders, attorneys, accountants, and insurers, and all persons acting by, through, under or in concert with any of them.
- 1.31. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.32. “Response Deadline” means one hundred twenty (120) days after the entry of the Preliminary Approval Order.
- 1.33. “Settlement” or “Class Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.34. “Voucher” or “Vouchers” means a voucher good for use off a single purchase at ashleyfurniture.com, nectarsleep.com, dreamcloudsleep.com, or sienasleep.com. No minimum purchase shall be required for use of the Voucher. Every Participating Class Member who timely makes a valid Claim shall be entitled to one Voucher per Affected Mattress purchased. The Vouchers will apply to the purchase prices offered to the general public and will be fully transferable to others without restriction so long as they are not sold or offered for sale in connection with any transfer.

2. RECITALS.

- 2.1. On or around May 2021, attorneys from the Environmental Litigation Group, P.C. (“ELG”) sent letters to Ashley and Resident Home, providing notice of allegations pertaining to the use of fiberglass as a fire-retardant barrier in their mattresses. Following this correspondence, the parties discussed a potential pre-suit resolution and exchanged information pertinent to those discussions. Ashley and Resident Home entered tolling agreements with certain Class Members represented by ELG.
- 2.2. ELG and Ashley participated in a pre-suit mediation on February 28, 2024 before experienced mediator Rod Max of Upchurch, Watson, White, & Max. This pre-suit mediation followed informal exchanges of information.

- 2.3. As of no later than the end of 2023, Defendants discontinued the use of fiberglass as a fire-retardant material in their manufacture of mattresses. Prior to that discontinuation, Defendants modified the labels on their mattresses to include warnings that the mattresses contained fiberglass and/or that consumers should not remove the outer cover of the mattress to expose the inner fire-retardant sock. Prior to that discontinuation, Defendants also made available information on their websites about the use of fiberglass as a fire-retardant material in certain mattresses.
- 2.4. On August 30, 2024, plaintiffs Jamie Todd, Andrew Todd, G.T., Allen McClure, Angel McClure, Logan McClure, Jacob McClure, and Killian McClure commenced this Action by filing a Complaint in the United States District Court for the Western District of Wisconsin, styled as *Todd v. Ashley Furniture Industries, LLC*, Case No. 3:24-cv-00615 (the “Original Complaint”). The Original Complaint alleged one federal cause of action under 15 U.S.C. § 2073 to enforce a consumer product safety rule, and stated causes of action for failure to warn, design defect, negligence, violations of state consumer protection statutes, breach of implied warranty of merchantability/fitness for particular use, breach of express warranty, and unjust enrichment.
- 2.5. On September 10, 2025, Plaintiffs filed a First Amended Complaint that amended the Action to name thirty-eight additional plaintiffs from twenty-three additional states. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).
- 2.6. The Operative Complaint includes allegations that Defendants failed to warn or provide adequate information to consumers about the potential risks associated with the use of fiberglass material as a fire retardant in the inner sock covering their mattresses. Plaintiffs allege that the fibers may pass through the outer cover of the mattresses or may be released from the mattress if the outer cover is removed.
- 2.7. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged and/or the damages claimed in the Operative Complaint.
- 2.8. On November 26, 2024, Defendants moved to dismiss the Original Complaint. After Plaintiffs filed the Operative Complaint, that motion was extended to the Operative Complaint by stipulation of both Parties. That motion was not resolved by the Court before the Parties entered into this Agreement.
- 2.9. Over the pendency of this Action, the Parties have engaged in extensive written discovery and exchange of documents and data. On November 25, 2025, Plaintiffs served reports of five experts in support of their anticipated motion for class certification. The parties commenced depositions of the Plaintiffs in January 2026. Defendants were due to serve their responsive reports on January 28, 2026. Plaintiffs’ motion for class certification was due to be filed on February 20, 2026.

- 2.10. The Parties agree that, based on discovery produced during the Action, the apportioned potential damages as between Resident Home and Ashley are in the ratio of 83:17.
- 2.11. The Parties participated in a second mediation on December 17, 2025 before experienced mediator James B. Baldinger (the “Mediator”). The Parties continued their efforts to resolve this matter with the assistance of the Mediator. On January 21, 2026, the Parties agreed to a settlement in principle of this matter.
- 2.12. The Parties agree that they were fully informed of the potential risks of litigation having conducted extensive analysis of the facts, law, and damages issues.
- 2.13. The Parties are unaware of any similar actions involving the Affected Mattresses, except for *Adam Aldrich v. Resident Home, LLC et al.*, Case No. 5:25-cv-01791-SSS-PVCx, filed in the United States District Court for the Central District of California on July 15, 2025 (the “*Aldrich* Action”). The *Aldrich* Action is a later-filed putative class action complaint involving the Affected Mattresses. At the outset of *Aldrich*, based on the court’s finding that it “presents substantially similar issues and parties” to those of this Action, the court ordered that case to be stayed until the first of (a) the resolution of the class certification motion in this Action; or (b) the end of this Action.

3. MONETARY TERMS.

3.1. Voucher Awards to Participating Class Members.

3.1.1. Defendants shall make available a Common Voucher Fund in the amount of Nine Million Dollars (\$9,000,000.00). The Common Voucher Fund represents the total value of Vouchers that shall be allocated to all Participating Class Members who timely submit a valid Claim.

3.1.2. The amount of each Voucher shall be determined on a *pro rata* basis by the Administrator based on the number of Participating Class Members who timely submit a valid Claim (*i.e.*, the amount of the Voucher shall be calculated by dividing (a) the Common Voucher Fund amount of \$9,000,000.00 by (b) the total number of valid Claims).

3.2. **Voucher Expiration.** Vouchers will expire after three hundred sixty-five (365) days from 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.

3.3. Attorneys’ Fees and Costs.

3.3.1. Class Counsel will apply, via motion, for an award of attorneys’ fees (the “Class Counsel Fees Payment”) and costs (the “Class Counsel Litigation Expenses Payment”).

- 3.3.2.** In support of Plaintiffs' motion for an award of attorneys' fees and costs, Plaintiffs contend that they are the prevailing party in this action, that this action has resulted in the enforcement of an important right affecting the public interest, that a significant benefit has been conferred on the general public and a large class of persons, that the necessity and financial burden of private enforcement are such as to make an award of fees and costs appropriate, and that such fees should not in the interest of justice be paid out of the recovery. This Agreement does not constitute an admission by Defendants that Plaintiffs are the prevailing party in the Action.
- 3.3.3.** Class Counsel will not seek or accept an award in excess of Three Million Dollars (\$3,000,000.00) for the combined total of the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment. The Parties agree that a cap of attorneys' fees and costs in the amount of Three Million Dollars (\$3,000,000.00) is a material term of this Agreement. The class benefits were fully negotiated before any fee structure was agreed upon.
- 3.3.4.** The Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment include, without limitation, all time and expenses expended and to be expended by Class Counsel (including through final judgment and distribution, and any appeals therein). There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendants for any additional work by Class Counsel.
- 3.3.5.** In the event the Court approves awards of a Class Counsel Fees Payment, a Class Counsel Litigation Expenses Payment, and any other attorney's fee or cost award in the combined amount that is less than Three Million Dollars (\$3,000,000.00), then the difference between Three Million Dollars (\$3,000,000.00) and the amount approved by the Court shall be allocated to a Contingent Cash Fund and distributed on a *pro rata* basis to Participating Class Members who timely submit a valid Claim, as opposed to reverting to Defendants.
- 3.3.6.** Upon the Settlement reaching the Effective Date, and in accordance with the disbursement schedule set forth in Paragraph 4.6 below, the amounts approved and awarded by the Court as the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be paid by Defendants, separate from the Common Voucher Fund.
- 3.4. Reduction in Class Counsel's Attorneys' Fees.** As detailed further in Paragraph 3.3 above, the Class Counsel Fees Payment and a Class Counsel Litigation Expenses Payment are to be paid separately from the award to the Class. In the event the Court or an appellate court reduces either the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment, the Parties shall remain bound by the Settlement Agreement, and their other rights and obligations shall remain intact

- 3.5. Class Representative Service Payment to Plaintiffs.** The Parties acknowledge that Plaintiffs must petition the Court for approval of any incentive award for providing services as the Class Representatives in the Action (the “Class Representatives Service Payment”). Plaintiffs agree to apply to the Court for a Class Representative Service Payment not to exceed Eighty-Five Thousand Dollars (\$85,000.00) collectively for all Class Representatives. Defendants agree not to object to Plaintiffs’ request for a Class Representatives Service Payment not to exceed Eighty-Five Thousand Dollars (\$85,000.00) collectively for all Class Representatives. Any Class Representative Service Payment shall be made separately from the Common Voucher Fund, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.
- 3.6. Settlement Implementation Costs.** Defendants shall bear the Class Notice costs and other costs and fees reasonably incurred by the Administrator (and approved by the Court) in connection with the implementation of the Settlement, and shall pay such costs (*i.e.*, the Administration Expenses Payment as defined in Paragraph 1.3, above) separate and apart from the award to the Class. The Administrator will not seek more than Three-Hundred-Eighty Thousand Dollars (\$380,000.00) in total Administration Expenses Payment(s) (inclusive of the Class Notice costs), except upon a showing of good cause and as approved by the Court.

4. TRANSFER OF CLASS DATA AND VOUCHER DISTRIBUTION.

- 4.1. Class Data.** Based on review of records to date, Defendants and Plaintiffs estimate that there are approximately 6.2 million Class Members. Defendants shall cooperate in good faith in providing records or data reasonably necessary for Class Counsel to seek settlement approval and/or for the administration of the terms of the Settlement.
- 4.2. Delivery of Class Data.** Not later than twenty-one (21) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet or other similar readable file format. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to promptly notify Class Counsel if it discovers that the Class Data materially omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Calculation of Pro Rata Voucher Amount.** Unless the Court orders a different timetable, within fourteen (14) days after the Effective Date, the Administrator shall calculate, based on the *pro rata* formula set forth in Paragraph 3.1.2, the amount of the Voucher to be distributed to each Participating Class Member who has timely

submitted a valid Claim. The Administrator shall inform Class Counsel and Defense Counsel in writing of its calculation.

- 4.3.1 Calculation of *Pro Rata* Contingent Cash Fund Distribution.** If, as described in Paragraphs 3.3.5, the Court approves awards of a Class Counsel Fees Payment, a Class Counsel Litigation Expenses Payment, and any other award of attorney's fees or costs in a combined amount that is less than Three Million Dollars (\$3,000,000.00), then within fourteen (14) days after the Effective Date, the Administrator shall also calculate the *pro rata* amount of the Contingent Cash Fund that shall be distributed to each Participating Class Member who has timely submitted a valid Claim.
- 4.4. Transfer of Vouchers by Defendants to Administrator.** Unless the Court orders a different timetable, within Twenty-one (21) days after the Administrator informs Class Counsel and Defense Counsel in writing of its calculation of the *pro rata* Voucher amount and, if applicable, the *pro rata* Contingent Cash Fund Distribution amount, Defendants shall supply to the Administrator Vouchers to be distributed to Participating Claim Members who have timely submitted a valid Claim.
- 4.5. Disbursement of Vouchers to Participating Class Members.** Unless the Court orders a different timetable, within sixty (60) days after receipt of Vouchers from the Defendants, the Administrator shall send the Vouchers by electronic mail to the email address supplied by the Participating Class Member on the Claim Form. Participating Class Members are responsible for providing current contact information on their Claim Form and for updating the Administrator in the event their contact information changes. Only if the email transmission is returned as undeliverable will the Administrator attempt to send a physical Voucher to the mailing address provided on the Claim Form. If a Participating Class Member who timely submitted a valid claim has not received a Voucher, then the Participating Class Member must contact the Administrator within one-hundred-eighty (180) days of the Effective Date to provide updated contact information. The Administrator shall make reasonable efforts to re-issue the Voucher, after verifying that the Voucher allocated to that Participating Class Member had not previously been redeemed.
- 4.6. Disbursement of Class Counsel Fees and Expenses Payments.** Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment (if and to the extent approved and awarded by the Court) by Defendants shall occur no later than thirty (30) days after the Effective Date. Class Counsel must provide the relevant W-9 forms for Class Counsel to Defendants within ten (10) days after the Effective Date. Class Counsel shall be responsible for distributing any Class Representative Service Payment to the Plaintiffs upon receipt from Defendants.

5. RELEASE BY PLAINTIFFS AND CLASS MEMBERS.

- 5.1. **Plaintiffs' Release.** Upon the Effective Date, Plaintiffs, their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns generally, and their present spouses, agree to waive, release and discharge from the Released Parties from all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, from the beginning of the world to the date of the Final Judgment ("Plaintiffs' Release").
- 5.2. **Different or Additional Facts or Law.** Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.
- 5.3. **Release by Participating Class Members.** Upon the Effective Date, all Participating Class Members, on behalf of themselves, their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, and their current spouses, agree to waive, release and discharge Released Parties from all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent that Participating Class Members have or may have, whether or not alleged or otherwise referred to, in the Operative Complaint, arising out of, or relating to, any acts, omissions or other conduct by Defendants relating to the design, manufacture, distribution, sale, or marketing of the Affected Mattresses containing fiberglass that were manufactured, produced, distributed, or sold by Defendants during the Class Period ("Released Class Claims").

6. PRELIMINARY APPROVAL.

- 6.1. **Motion For Preliminary Approval.** Plaintiffs shall prepare a motion for preliminary approval of the Settlement, including provisional certification of the Class for settlement purposes only ("Motion for Preliminary Approval").

7. SETTLEMENT ADMINISTRATION.

- 7.1. **Selection of Administrator.** Defendants, with Class Counsel's input, have selected Epiq to serve as the Administrator and verified that, as a condition of appointment, it agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 7.2. Receipt of Class Data.** No later than fourteen (14) days after receipt of the Class Data, the Administrator shall notify Class Counsel that the data has been received and state the number of Class Members.
- 7.3. Notice to Class Members.** Subject to and following the Court's entering the Preliminary Approval Order, the Parties agree that Defendants and the Administrator will provide the Class with Notice of the proposed Settlement in accordance with the following:
- 7.3.1. Email Notice.** Using information available to it, Defendants shall provide last known valid email addresses to the Administrator for Defendants' customers who may be Class Members. The Administrator will send to each of the listed email addresses the legal notice summarizing the proposed Settlement terms, in a form substantially similar to that attached hereto as **Exhibit A**, as approved by Class Counsel, Defense Counsel and the Court ("Email Notice"), and will provide therein the web address of the Settlement Website and an email and mailing address to contact the Administrator. The Administrator will send the Email Notice on or before thirty (30) days after the receipt of the Class Data. Thirty (30) days prior to the Response Deadline, the Administrator will send a second round of Email Notice to Class Members who have not yet submitted a Claim or Request for Exclusion.
- 7.3.2.** The Parties will request the Court authorize the issuance of Email Notice to those Class Members who have previously opted out of receiving emails from Defendants through any applicable loyalty program, advertisement, financing agreements, or otherwise, so as to ensure notice is provided.
- 7.3.3. Publication Notice.** In addition to the Email Notice described in Paragraph 7.3.1, the Administrator shall provide notice pursuant to the Notice Plan described in the Administrator Declaration submitted with the Motion for Preliminary Approval, which will include notice to Class Members through digital and social media.
- 7.3.4. Settlement Website.** Unless otherwise ordered by the Court, within thirty (30) days after the Administrator's receipt of Class Data, the Administrator will establish and create an internet website specifically for the Settlement of this Action (the "Settlement Website") and post thereon the legal notice summarizing the proposed Settlement terms, in the form substantially similar to that attached hereto as **Exhibit B**, as approved by Class Counsel, Defense Counsel and the Court (the "Long Form Notice"). The Long Form Notice and Settlement Website will meet the further conditions set forth in Paragraph 7.7.1, below.
- 7.3.5. Class Member Contact.** If the Administrator, Defendants, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice,

the Parties will expeditiously meet and confer in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send a Class Notice requiring them to exercise options under this Agreement by the later of (a) fourteen (14) days after that individual's receipt of Class Notice; or (b) the Response Deadline..

7.4. Claims Process.

7.4.1. Claim Form Submission For Class Members Who Receive Email Notice.

Class Members who receive Email Notice shall be provided with a direct link to enable them to submit an online Claim Form in order to be included in the calculation and distribution of the Vouchers. The Claim Form shall require the Claimant to confirm via checkbox as follows: "Between October 1, 2017 and June 30, 2024, I purchased an Affected Mattress from Resident Home or Ashley." The Claim Form will also require the Claimant to attest to their purchase via a checkbox declaring: "I declare under penalty of perjury that the foregoing is true and correct."

7.4.2. Claim Form Submission for Class Members Who Do Not Receive Email Notice.

Class Members who do not receive direct Email Notice may access the Claim Form through the Settlement Website, and may submit the Claim Form electronically through the Settlement Website or by U.S. Mail. The delivery date of a Claim Form is deemed to be the date the Claim Form is received by the Administrator electronically through the Settlement Website or, if the Claim Form is submitted by the U.S. mail, the date the Claim Form is deposited in the U.S. Mail, as evidenced by the postmark. The Claim Form shall require the Claimant to confirm via checkbox as follows: "Between October 1, 2017 and June 30, 2024, I purchased an Affected Mattress from Resident Home or Ashley." The Claim Form shall also require the Claimant to indicate whether the Affected Mattress they purchased was an Ashley or Resident Home Mattress and will require the Claimant to submit evidence that they are a Class Member. The Claimant shall be directed to upload or submit evidence that they are a Class Member, which may include a sales receipt, store record, photo of the label or tag of the mattress purchased displaying the SKU, item number or serial number, or other photograph or documentation verifying that the Claimant purchased an Affected Mattress. If the Claimant does not have any forms of this evidence, then they will be prompted to provide information about their purchase of an Affected Mattress, including (a) brand name of the mattress; (b) approximate date of purchase; (c) store of purchase; (d) city and state of purchase; (e) size of the mattress; and (f) the model or item name or number. Pursuant to Paragraph 7.4.4, the Administrator shall make reasonable efforts to determine whether the Claim is valid based on the information provided. The Claim Form will also require the Claimant to attest to their purchase via a checkbox declaring: "I declare under penalty of perjury that the foregoing is true and correct."

7.4.3. Deadline for Submission. Complete, valid, and sufficient Claim Forms must be submitted electronically or (if mailed) postmarked on or before the Response Deadline (*i.e.*, within one hundred twenty (120) days of entry of the Preliminary Approval Order).

7.4.4. Right to Verify Claim Forms and to Prevent Duplicate and Fraudulent Claims. The Administrator shall review all submitted Claim Forms for completeness, legibility, validity, accuracy, and timeliness. The Administrator's review shall include assessment of the Claimant's membership in the Class by comparing the Claimant's identifying information with the Class Data provided by Defendants and used to provide Email Notice. In cases of Claims which cannot be verified from such records, the Administrator may request documentation, such as proof of purchase from the Claimant, or other proof of Class Membership. The Administrator shall employ adequate and reasonable procedures and standards to prevent the approval of duplicative and/or fraudulent Claims. The Administrator may contact any Claimant to request additional information and documentation, including, but not limited to, information and documentation sufficient to allow the Administrator to: (i) verify that the information set forth in, or attached to, a Claim Form is accurate, and that the Claimant is a Class Member; and (ii) determine the validity of any Claim and/or whether any Claim is duplicative or fraudulent. The Administrator's decision, including the Administrator's decision regarding whether a Claimant is a Class Member, whether a Claim is valid and timely, and whether a Claim is duplicative or fraudulent, shall be non-appealable, final, and binding upon the Parties and the Claimant.

7.4.5. Right to Verify and Prevent Duplicate, Counterfeit and Fraudulent Vouchers. Defendants and/or the Administrator may review any Voucher presented for use to determine whether it is valid and has not expired, and to prevent the use of duplicate, counterfeit, and fraudulent Vouchers. Defendants and/or the Administrator reserve the right to decline any Voucher that they believe is invalid, has expired, is a duplicate, is counterfeit, is fraudulent, or was obtained in violation of the terms of this Agreement (*e.g.*, was offered for sale as part of a transfer). In the event that a Voucher is declined and the person presenting the Voucher disputes the decision, the Administrator will meet with the Claimant in good faith in an attempt to resolve the dispute and will consult with Class Counsel and Defense Counsel.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves from (opt-out of), and not be bound by, the Class Settlement must send the Administrator, by email or mail, or through the Settlement Website a signed written Request for Exclusion not later than the Response Deadline (*i.e.*, one hundred twenty (120) days after the date of entry of the Preliminary Approval Order). A Request for Exclusion is a

letter from a Class Member or his/her representative that contains the words “Request for Exclusion” or a comparable statement that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address, email address, and telephone number. Any Request for Exclusion must also include the certification: “Between October 1, 2017 and June 30, 2024, I purchased an Affected Mattress from Resident Home or Ashley.” To be valid, a Request for Exclusion must be timely emailed, or postmarked by the Response Deadline.

- 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified herein. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member’s desire to be excluded. The Administrator’s determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member’s identity. The Administrator’s determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members’ Releases under Paragraph 5.3, above, regardless whether the Participating Class Member actually receives the Class Notice or is opposed or objects to the Settlement.
- 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive a Voucher (or, if applicable, a Contingent Cash Fund distribution), and shall not have the right to object to the Settlement.
- 7.5.5. “Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Class Members or multiple Class Members where the opt-out has not been signed by each and every individual Class Member will not be allowed.

7.6. Objections to Settlement.

- 7.6.1. Only Participating Class Members may object to the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment (if and to the extent approved and awarded by the Court).

7.6.2. Participating Class Members who wish to object to the Settlement may do so by filing a written objection with the Court and sending a copy by mail to Class Counsel and Defense Counsel using the contact information provided in Paragraph 11.20.

7.6.3. A written objection **must** include: (i) the name of the Action; (ii) the Class Member's full name, current address, and telephone number; (iii) facts supporting the person's status as a Class Member; (iv) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Class Member, a subset of the Settlement Class, or the entire Settlement Class; (v) the identity of the attorney(s) representing the objector (if any); (vi) a statement regarding whether the Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a description and/or copies of evidence that may be introduced at the Final Approval Hearing; (viii) a list of witnesses, if any, that the Class Member intends to call at the Final Approval Hearing and a summary of each witness's proposed testimony; (ix) a list of proceedings in which the Class Member has submitted an objection during the past five years; and (x) the signature of the Class Member or his/her attorney (if any).

7.7. **Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.7.1. **Website, Email Address and Toll-Free Number.** The Administrator will establish and maintain and use the Settlement Website to post information of interest to Class Member, above, including the date, time and location for the Final Approval Hearing, and copies of the Operative Complaint, the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Claim Form, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Expenses Payment and Class Representative Service Payment (if and to the extent approved and awarded by the Court), the Final Approval and the Judgment. The Administrator will also maintain a means by which to submit Claim Forms through the Settlement Website pursuant to Paragraph 7.4, above, and maintain and monitor an email address through which to receive Class Member emails and a toll-free telephone number to receive Class Member calls. The Website shall be maintained through the date of expiration of Vouchers.

7.7.2. **Requests for Exclusion (Opt-outs) and Exclusion List.** The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than fourteen (14) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid

Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 7.7.3. Weekly Reports.** The Administrator may provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received, and objections received (“Weekly Report”).
- 7.7.4. Administrator’s Declaration.** Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its distribution of Class Notice, the number of Class Notices returned as undelivered, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.7.5. Final Report by Settlement Administrator.** Within fourteen (14) days after the Administrator disburses all Vouchers, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing all disbursements and/or payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all Vouchers required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. DEFENDANTS’ RIGHT TO WITHDRAW AND TERMINATE.

- 8.1.** If the number of timely and valid Requests for Exclusion identified in the Exclusion List exceeds two thousand (2,000) Class Members, Defendants may, but are not obligated to, elect to terminate and withdraw from the Settlement. Defendants must notify Class Counsel and the Court of their election to withdraw not later than fourteen (14) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
- 8.2.** Defendants may elect, but are not obligated to elect, to terminate and withdraw from the Settlement if: (a) the Court makes an order inconsistent with the terms of this Settlement Agreement, including awarding in excess of Three Million Dollars (\$3,000,000.00) in total for the Class Counsel Fees Payment and the Class Counsel

Litigation Expenses Payment, and any other attorney fees or costs; or (b) any court following the signing of this Agreement, but before the Final Approval Hearing, certifies, whether on a conditional basis or not, a class, collective or representative action involving a claim encompassed in the Action by potential class members who would qualify as Class Members under this Settlement; or (c) Plaintiffs breach this Agreement.

- 8.3. The Parties agree that, if Defendants exercise their right to terminate and withdraw from the Settlement pursuant to Paragraphs 8.1 or 8.2, above, then the Settlement shall be void *ab initio* and have no force or effect whatsoever, the Parties shall be restored to their respective positions prior to execution of this Agreement, the additional provisions in Paragraph 11.2, below, shall apply, and neither Party will have any further obligation to perform under this Agreement.

9. MOTION FOR FINAL APPROVAL

- 9.1. **Plaintiffs' Obligation.** Not later than twenty-one (21) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement, and an award of costs and fees consistent with paragraph 3.3 above, that includes a Proposed Order Granting Final Approval and a proposed Judgment, (collectively "Motion for Final Approval").
- 9.2. **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than seven (7) days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.3. **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph, and in such case the Parties shall remain bound by the Settlement Agreement and no duty to revise shall arise.
- 9.4. **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.5. **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the appellate court vacates, reverses, or modifies the Judgment in a manner that requires

a material modification of this Agreement, this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment.

10. AMENDED JUDGMENT. If any amended judgment is required, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. Neither this Agreement (whether approved or not approved) nor any proceedings or discussions related to this Agreement shall be admissible in any court or tribunal in any jurisdiction as evidence of any liability or wrongdoing, or as evidence that class certification is appropriate, except to the extent necessary to consummate or enforce the Settlement and for the sole purpose of consummating or enforcing the Settlement.

11.2. Effect of Non-Approval. If (a) the Court does not grant Preliminary Approval or Final Approval or enter Judgment for any reason, (b) Defendants exercise their rights to terminate and withdraw from the Settlement pursuant to Paragraph 8, above, and/or (c) the Effective Date of the Settlement otherwise fails to occur, and the Parties, having fulfilled their duties (only potentially applicable under (a) or (c)) to cooperate in good faith to attempt to allay the Court's concerns pursuant to Paragraph 9.3 above, are unable to reach agreement, this Settlement shall be void ab initio and have no force or effect whatsoever and the Parties shall be restored to their respective positions prior to execution of this Agreement. If any of the foregoing events occurs, then: (i) any Preliminary Approval Order, Final Approval Order or Judgment that may have been entered, and all of its terms, will be vacated by its own terms, including, but not limited to, any preliminary, conditional or final certification of the Class; (ii) the Action will revert to the status that existed before Plaintiffs filed the Motion for Preliminary Approval; (iii) Defendants reserve the right to contest certification of any class for any reason, and Defendants reserve all available defenses to the claims in the Action; (iv) Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses; and (v) the Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation, and shall not be used as evidence of or in support of argument by any Party, including with respect to the merits, any remedy, or whether the Action may properly be maintained as a class action.

- 11.3. Confidentiality Prior to Preliminary Approval.** Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (i) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (ii) counsel in a related matter; (iii) to the extent necessary to report income to appropriate taxing authorities; (iv) in response to a court order or subpoena; (v) in response to an inquiry or subpoena issued by a state or federal government agency; or (vi) to vendors necessary to obtain settlement administration quotes. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.4. No Solicitation.** The Parties separately agree that they and their respective counsel and employees will support the Settlement and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.5. Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.6. Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.7. Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary

to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 11.8. No Prior Assignments.** The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.9. No Tax Advice or Liability.** Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. Released Parties shall have no responsibility or liability for the withholding of, or payment of, any taxes or amounts that may be owed as taxes, federal, state, or otherwise, by any Claimant as a result of accepting any Voucher hereunder, by Plaintiff as a result of accepting a Class Representative Service Payment hereunder (if and to the extent approved and awarded by the Court), or by Class Counsel as a result of accepting the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment hereunder; any and all such tax liabilities and/or obligations, if any, shall be the sole and exclusive responsibility of the recipients of such payments.
- 11.10. Class Action Fairness Act.** The Settlement Administrator shall provide, as applicable, notice of this proposed class settlement to the appropriate state and federal authorities in compliance with the Class Action Fairness Act (“CAFA”).
- 11.11. Modification of Agreement.** This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.12. Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.13. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of Wisconsin, without regard to conflict of law principles.
- 11.14. Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.15. Confidentiality.** To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.16. Use and Return of Class Data.** Information provided to Class Counsel pursuant to Fed. R. Evid. 408, and all copies and summaries of the Class Data provided to Class

Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

11.16.1. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final payout of all Settlement funds, Plaintiffs and Class Counsel shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

11.16.2. If this Agreement becomes null and void, then Plaintiffs and Class Counsel shall destroy all paper and electronic versions of Class Data received from Defendants within ninety (90) days.

11.17. Headings. The descriptive heading of any paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.18. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.20. Notices. All notices to Class Counsel provided for herein shall be sent to:

D.G. Pantazis Jr.
Wiggins Childs Pantazis Fisher Goldfarb, LLC
The Kress Building,
301 19th Street North
Birmingham, AL 35203
dgpjr@wigginschilds.com

All notices to Defendants provided for herein shall be sent to:

Edward C. Barnidge
Teresa M. Wogoman
Williams & Connolly LLP

680 Maine Avenue SW
Washington, DC 20024
ebarnidge@wc.com
twogoman@wc.com

The notice recipients and addressees designated above may be changed by written notice.

11.21. List of Exhibits. The following exhibits are attached to this Settlement Agreement:

Exhibit A: Email Notice

Exhibit B: Long Form Notice

Exhibit C: [Proposed] Order Granting Preliminary Approval of Class Action Settlement

Exhibit D: [Proposed] Final Approval Order and Judgment


Jamie Todd (Feb 23, 2026 14:28:16 CST)

Jamie Todd

02/23/2026

Date

Andrew Todd

Date

G.T.

Date

Allen McClure

Date

Angel McClure

Date

Logan McClure

Date

Jacob McClure

Date

Killian McClure

Date

Frances Burkowske

Date

Malinda Gipson


Date

Kevin Douthard

Date

Jamie Todd

Date



Andrew Todd (Feb 24, 2026 09:08:39 CST)
Andrew Todd

02/24/2026

Date

G.T.

Date

Allen McClure

Date

Angel McClure

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Logan McClure

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Jacob McClure

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Killian McClure

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Frances Burkowske

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Malinda Gipson

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Kevin Douthard

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Jamie Todd

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Andrew Todd

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G.T.

02/23/2026

Date

Allen McClure

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Malinda Gipson

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Kevin Douthard

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G.T.

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Allen McClure

Allen McClure (Feb 24, 2026 17:08:45 EST)

Allen McClure

02/24/2026

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Jamie Todd

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Allen McClure

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Angel McClure

02/24/2026

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Angel McClure

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Logan McClure

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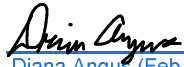


Kevin Douthard (Feb 25, 2026 11:04:18 CST)

Kevin Douthard

02/25/2026

Date



[Diana Angus \(Feb 23, 2026 12:58:24 PST\)](#)

Diana Angus

02/23/2026

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Gabrielle Puyat

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Brian Klowas

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Lisa Jenkins

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Judy Hughes

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Heather Orgeron

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Stacey Kemp

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Eric Young

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Paula Mills

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Odessa Adams

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Kimberly Adams

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Erin Stavi

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Gabrielle Puyat

02/23/2026

Gabrielle Puyat (Feb 23, 2026 13:40:58 PST)

Gabrielle Puyat

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Eric Young

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Brian Klowas

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Lisa Jenkins

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Judy Hughes (Feb 24, 2026 18:58:09 EST)

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Kimberly Adams

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Erin Stavi

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Heather Orgeron

02/23/2026

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Stacey Kemp (Feb 23, 2026 16:09:10 EST)

Stacey Kemp

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Diana Angus

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Eric Young

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Gabrielle Puyat

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Brian Klowas

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Lisa Jenkins

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Judy Hughes

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Heather Orgeron

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Stacey Kemp

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Eric Young

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Paula Mills (Feb 23, 2026 18:03:21 EST)

Paula Mills

02/23/2026

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Odessa Adams

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Kimberly Adams

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Erin Stavi

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Diana Angus

Date

Gabrielle Puyat

Date

Brian Klowas

Date

Lisa Jenkins

Date

Judy Hughes

Date

Heather Orgeron

Date

Stacey Kemp

Date

Eric Young

Date

Paula Mills

Date


Odessa Adams (Feb 23, 2026 17:51:06 CST)

02/23/2026

Odessa Adams

Date

Kimberly Adams

Date

Erin Stavi

Date

Diana Angus

Date

Gabrielle Puyat

Date

Brian Klowas

Date

Lisa Jenkins

Date

Judy Hughes

Date

Heather Orgeron

Date

Stacey Kemp

Date

Eric Young

Date

Paula Mills

Date

Odessa Adams

Date


[Kimberly Adams \(Feb 23, 2026 19:47:48 CST\)](#)

Kimberly Adams

02/23/2026

Date

Erin Stavi

Date

Diana Angus

Date

Gabrielle Puyat

Date

Brian Klowas

Date

Lisa Jenkins

Date

Judy Hughes

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Heather Orgeron

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Stacey Kemp

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Eric Young

Date

Paula Mills

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Odessa Adams

Date

Kimberly Adams

Date


[Erin Stavi \(Feb 23, 2026 19:09:28 CST\)](#)

Erin Stavi

02/23/2026

Date

James Wilson

James Wilson (Feb 23, 2026 14:39:55 CST)

James Wilson

02/23/2026

Date

Victor Cavano

Date

Conner Petropoulos

Date

Julie Bartlett

Date

Raven Fowlkes-Witten

Date

Lena Bailey

Date

Dylan Weber

Date

Mercedes Rosato

Date

Sandra Melendez

Date

Joseph Ataganian

Date

Geraldina Perez

Date

Donald Watson

Date

James Wilson

Date



[Victor Cavano \(Feb 23, 2026 16:24:06 EST\)](#)

02/23/2026

Victor Cavano

Date

Conner Petropoulos

Date

Julie Bartlett

Date

Raven Fowlkes-Witten

Date

Lena Bailey

Date

Dylan Weber

Date

Mercedes Rosato

Date

Sandra Melendez

Date

Joseph Ataganian

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Geraldina Perez

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Donald Watson


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James Wilson

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Victor Cavano

Date



Conner Petropoulos (Feb 23, 2026 15:38:11 EST)
Conner Petropoulos

02/23/2026

Date

Julie Bartlett

Date

Raven Fowlkes-Witten

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Lena Bailey

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Dylan Weber

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Mercedes Rosato

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Sandra Melendez

Date

Joseph Ataganian

Date

Geraldina Perez

Date

Donald Watson

Date

James Wilson

Date

Victor Cavano

Date

Conner Petropoulos

Date

Julie Bartlett

Julie Bartlett (Feb 25, 2026 00:33:40 EST)

02/24/2026

Julie Bartlett

Date

Raven Fowlkes-Witten

Date

Lena Bailey

Date

Dylan Weber

Date

Mercedes Rosato

Date

Sandra Melendez

Date

Joseph Ataganian

Date

Geraldina Perez

Date

Donald Watson

Date

James Wilson

Date

Victor Cavano


Date

Conner Petropoulos

Date

Julie Bartlett

Date


[Raven Fowlkes-Witten \(Feb 23, 2026 16:19:07 EST\)](#)
Raven Fowlkes-Witten

02/23/2026
Date

Lena Bailey

Date

Dylan Weber

Date

Mercedes Rosato

Date

Sandra Melendez

Date

Joseph Ataganian

Date

Geraldina Perez

Date

Donald Watson

Date

James Wilson

Date

Victor Cavano

Date

Conner Petropoulos

Date

Julie Bartlett

Date

Raven Fowlkes-Witten

Date



[Lena Bailey \(Feb 23, 2026 15:17:39 EST\)](#)

Lena Bailey

02/23/2026

Date

Dylan Weber

Date

Mercedes Rosato

Date

Sandra Melendez

Date

Joseph Ataganian

Date

Geraldina Perez

Date

Donald Watson

Date

James Wilson

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Victor Cavano

Date

Conner Petropoulos

Date

Julie Bartlett

Date

Raven Fowlkes-Witten

Date

Lena Bailey

Date

Dylan Weber
[Dylan Weber \(Feb 23, 2026 18:02:18 EST\)](#)
Dylan Weber

02/23/2026
Date

Mercedes Rosato

Date

Sandra Melendez

Date

Joseph Ataganian

Date

Geraldina Perez

Date

Donald Watson

Date

James Wilson

Date

Victor Cavano

Date

Conner Petropoulos

Date

Julie Bartlett

Date

Raven Fowlkes-Witten

Date

Lena Bailey

Date

Dylan Weber

Date


Mercedes Rosato (Feb 23, 2026 22:41:30 EST)

02/23/2026

Mercedes Rosato

Date

Sandra Melendez

Date

Joseph Ataganian

Date

Geraldina Perez

Date

Donald Watson

Date

James Wilson

Date

Victor Cavano

Date

Conner Petropoulos

Date

Julie Bartlett

Date

Raven Fowlkes-Witten

Date

Lena Bailey

Date

Dylan Weber

Date

Mercedes Rosato

Date



[Sandra Melendez \(Feb 23, 2026 15:39:19 EST\)](#)

Sandra Melendez

02/23/2026

Date

Joseph Ataganian

Date

Geraldina Perez

Date

Donald Watson

Date

James Wilson

Date

Victor Cavano

Date

Conner Petropoulos

Date

Julie Bartlett

Date

Raven Fowlkes-Witten

Date

Lena Bailey

Date

Dylan Weber

Date

Mercedes Rosato

Date

Sandra Melendez

Date

Joseph Ataganian
Joseph Ataganian (Feb 23, 2026 17:09:12 MST)
Joseph Ataganian

02/23/2026
Date

Geraldina Perez

Date

Donald Watson

Date

James Wilson

Date

Victor Cavano

Date

Conner Petropoulos

Date

Julie Bartlett

Date

Raven Fowlkes-Witten

Date

Lena Bailey

Date

Dylan Weber

Date

Mercedes Rosato

Date

Sandra Melendez

Date

Joseph Ataganian

Date



Geraldina Perez (Feb 25, 2026 15:59:04 EST)

Geraldina Perez

02/25/2026

Date

Donald Watson

Date

James Wilson

Date

Victor Cavano

Date

Conner Petropoulos

Date

Julie Bartlett

Date

Raven Fowlkes-Witten

Date

Lena Bailey

Date

Dylan Weber

Date

Mercedes Rosato

Date

Sandra Melendez

Date

Joseph Ataganian

Date

Geraldina Perez

Date


[Donald Watson \(Feb 23, 2026 15:36:52 EST\)](#)
Donald Watson

02/23/2026
Date



Shelley Hicks (Feb 23, 2026 17:14:36 EST)

Shelley Hicks

02/23/2026

Date

John Palmer

Date

Felicia Anderson

Date

Alex Craig

Date

Carrie Dadamo

Date

Jessi Hardy

Date

Lorenzo Diaz

Date

Ashley Solis

Date

Stephanie Jarvis

Date

Melissa Anderson

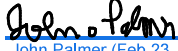
Date

Nate Olsen

Date

Shelley Hicks

Date


John Palmer (Feb 23, 2026 14:01:09 CST)

John Palmer

02/23/2026

Date

Felicia Anderson

Date

Alex Craig

Date

Carrie Dadamo

Date

Jessi Hardy

Date

Lorenzo Diaz

Date

Ashley Solis

Date

Stephanie Jarvis

Date

Melissa Anderson

Date

Nate Olsen

Date

Shelley Hicks

Date

John Palmer

Date



Felicia Anderson (Feb 24, 2026 19:21:30 CST)

02/24/2026

Felicia Anderson

Date

Alex Craig

Date

Carrie Dadamo

Date

Jessi Hardy

Date

Lorenzo Diaz

Date

Ashley Solis

Date

Stephanie Jarvis

Date

Melissa Anderson

Date

Nate Olsen

Date

Shelley Hicks

Date

John Palmer

Date

Felicia Anderson

Date

Alex Craig

[Alex Craig \(Feb 23, 2026 16:43:53 EST\)](#)

Alex Craig

02/23/2026

Date

Carrie Dadamo

Date

Jessi Hardy

Date

Lorenzo Diaz

Date

Ashley Solis

Date

Stephanie Jarvis

Date

Melissa Anderson

Date

Nate Olsen

Date

Shelley Hicks

Date

John Palmer

Date

Felicia Anderson

Date

Alex Craig

Date



Carrie Dadamo (Feb 23, 2026 15:50:26 EST)

02/23/2026

Carrie Dadamo

Date

Jessi Hardy

Date

Lorenzo Diaz

Date

Ashley Solis

Date

Stephanie Jarvis

Date

Melissa Anderson

Date

Nate Olsen

Date

Shelley Hicks

Date

John Palmer

Date

Felicia Anderson

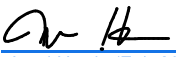
Date

Alex Craig

Date

Carrie Dadamo

Date



[Jessi Hardy \(Feb 23, 2026 14:18:07 CST\)](#)

02/23/2026

Jessi Hardy

Date

Lorenzo Diaz

Date

Ashley Solis

Date

Stephanie Jarvis

Date

Melissa Anderson

Date

Nate Olsen

Date

Shelley Hicks

Date

John Palmer

Date

Felicia Anderson

Date

Alex Craig

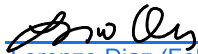
Date

Carrie Dadamo

Date

Jessi Hardy

Date



[Lorenzo Diaz \(Feb 23, 2026 15:52:32 MST\)](#)

02/23/2026

Lorenzo Diaz

Date

Ashley Solis

Date

Stephanie Jarvis

Date

Melissa Anderson

Date

Nate Olsen

Date

Shelley Hicks

Date

John Palmer

Date

Felicia Anderson

Date

Alex Craig

Date

Carrie Dadamo


Date

Jessi Hardy

Date

Lorenzo Diaz

Date



[Ashley Solis \(Feb 23, 2026 14:04:06 PST\)](#)

Ashley Solis

02/23/2026

Date

Stephanie Jarvis

Date

Melissa Anderson

Date

Nate Olsen

Date

Shelley Hicks

Date

John Palmer

Date

Felicia Anderson

Date

Alex Craig

Date

Carrie Dadamo

Date

Jessi Hardy

Date

Lorenzo Diaz

Date

Ashley Solis

Date



02/23/2026

[Stephanie Jarvis Patterson \(Feb 23, 2026 12:01:48 PST\)](#)
Stephanie Jarvis

Date

Melissa Anderson

Date

Nate Olsen

Date

Shelley Hicks

Date

John Palmer

Date

Felicia Anderson

Date

Alex Craig

Date

Carrie Dadamo

Date

Jessi Hardy

Date

Lorenzo Diaz

Date

Ashley Solis

Date

Stephanie Jarvis

Date

Melissa Anderson

Melissa Anderson (Feb 23, 2026 15:29:45 CST)

Melissa Anderson

02/23/2026

Date

Nate Olsen

Date

Shelley Hicks

Date

John Palmer

Date

Felicia Anderson

Date

Alex Craig

Date

Carrie Dadamo

Date

Jessi Hardy

Date

Lorenzo Diaz

Date

Ashley Solis

Date

Stephanie Jarvis

Date

Melissa Anderson

Date



[Nate Olsen \(Feb 25, 2026 11:12:21 CST\)](#)

Nate Olsen

02/25/2026

Date



Counsel for Plaintiffs

2/25/26

Date



Ashley Furniture Industries, LLC

2/23/2026

Date



Ashley Global Retail, LLC

2/23/2026

Date



Resident Home LLC

2/23/2026

Date



Counsel for Defendants

2/25/2026

Date

EXHIBIT A

FROM: EMAIL ADDRESS
TO: EMAIL ADDRESS
RE: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

UniqueID: <<UNIQUE ID>>
PIN: <<PIN>>

United States District Court of the Western District of Wisconsin
Todd v. Ashley Furniture Industries, LLC

If you are an individual end consumer who purchased a mattress in the United States from October 1, 2017, and June 30, 2024, that was manufactured, produced, or sold by Resident Home, LLC, Ashley Furniture Industries, LLC, or Ashley Global Retail, LLC, and contained fiberglass as a fire-retardant material, you may be eligible for benefits from a class action settlement.

A Court authorized this Notice. This is not a solicitation from a lawyer.

You can file your Claim Form [here](#).

A \$9 million Settlement has been reached in a class action lawsuit against Ashley Furniture Industries, LLC, Ashley Global Retail, LLC and Resident Home LLC (together, “Defendants”). This lawsuit involves the use of fiberglass material as a fire-retardant material in the inner sock covering the foam in certain mattresses, which was widely used by the industry, sold by Defendants. Plaintiffs allege the fiberglass material in these mattresses can pass through the outer cover of the mattress or be released if the cover is removed. Plaintiffs also allege the Class experienced economic harm and some Class Members experienced property impact or physical impact. Defendants deny all of the legal claims and allegations in the lawsuit, any wrongdoing, and any liability whatsoever, and are resolving this dispute for purposes of judicial efficiency.

The purpose of this Notice is to provide information about this Settlement and explain your rights and options.

Records show you are a member of the Class, defined as: all individual end consumers who purchased an Affected Mattress in the United States from October 1, 2017, and June 30, 2024, which was designed, manufactured, produced, distributed, sold, or marketed by Defendants and contained fiberglass as a fire-retardant material in the inner sock of the mattress.

A list of the Affected Mattress product names and item numbers is available at www.XXXXXXXXXXXXXX.com.

Submit a Claim: As a Class Member, you can submit a Claim Form [here](#) or by mail **postmarked** by **Month XX, 20YY**, to receive a voucher good for use on a single purchase at www.AshleyFurniture.com, www.NectarSleep.com, www.DreamCloudSleep.com, or

SienaSleep.com. No minimum purchase will be required for use of the Voucher. Every Class Member who submits a timely and valid Claim Form will be entitled to one Voucher per Affected Mattress purchased.

The amount of the voucher will be a pro rata share (a legal term meaning equal share) depending on the total number of valid Claims. The amount of the Voucher will be calculated by dividing the \$9 million Common Voucher Fund by the total number of valid Claims. There may also be a pro rata cash payment if the Court awards less than \$3 million in attorneys' fees and costs.

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked** by **Month XX, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Defendants and Released Parties about the legal claims in this lawsuit. If you do not opt-out, you may object to the Settlement and/or attorneys' fees, and costs, and Class Representatives Service Payment by **Month XX, 20YY**. The [Long Form Notice](#) on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no voucher, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees and reimbursement of reasonable expenses up to \$3 million, and any objections. You or your lawyer may attend and ask to appear at the hearing if you indicate that you intend to appear in your written objection, but you are not required to attend the Final Approval Hearing.

This notice is a summary. Learn more about the Settlement [here](#) or call toll free 1-XXX-XXX-XXXX.

EXHIBIT B

If you are an individual end consumer who purchased a mattress in the United States from October 1, 2017, and June 30, 2024, that was manufactured, produced, or sold by Resident Home, LLC, Ashley Furniture Industries, LLC, or Ashley Global Retail, LLC, and contained fiberglass as a fire-retardant material, you may be eligible for benefits from a class action settlement.

A court has authorized this Notice. This is not a solicitation from a lawyer.

- A \$9 million Settlement has been reached in a class action lawsuit against Ashley Furniture Industries, LLC, Ashley Global Retail, LLC and Resident Home LLC (together “Defendants”). This lawsuit involves the use of fiberglass as a fire-retardant material in the inner sock covering the foam in certain mattresses, which was widely used in the industry, sold by Defendants. Plaintiffs allege the fiberglass in these mattresses can pass through the cover or be released if the cover is removed. Plaintiffs also allege the Class suffered economic harm and some Class Members experienced property impact or physical impact. Defendants deny all the legal claims and allegations in the lawsuit, any wrongdoing, and any liability whatsoever, and are resolving this dispute for purposes of judicial efficiency.
- **The Class includes:** all individual end consumers who purchased an Affected Mattress in the United States from October 1, 2017, and June 30, 2024, which was designed, manufactured, produced, distributed, sold, or marketed by Defendants and contained fiberglass as a fire-retardant material in the inner sock of the mattress.
- **Submit a Claim:** If you are a Class Member, you may submit a Claim Form to receive a Voucher good for use on a single purchase at www.ashleyfurniture.com, www.nectarsleep.com, www.dreamcloudsleep.com, or sienasleep.com. No minimum purchase will be required for use of the Voucher. Every Class Member who submits a timely and valid Claim Form will be entitled to one Voucher per Affected Mattress purchased.
- The amount of the Voucher will be a pro rata share (a legal term meaning equal share) depending on the total number of valid Claims. The amount of the Voucher will be calculated by dividing the \$9 million Common Voucher Fund by the total number of valid Claims. There may also be a pro rata cash payment if the Court awards less than \$3 million in attorneys’ fees and costs.

This Notice may affect your rights. Please read it carefully.

Your Legal Rights & Options		Deadline
Submit a Claim Form	The only way to get a Voucher is to submit a timely and valid Claim Form.	Submitted or Postmarked by: MONTH DD, 20YY
Exclude Yourself	Get no Voucher. Keep your right to file a lawsuit against the Released Parties for the Released Class Claims involved in this Settlement.	Postmarked by: MONTH DD, 20YY
Object	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: MONTH DD, 20YY
Do Nothing	Get no Voucher. Give up your legal rights.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must still decide whether to approve the Settlement, attorneys’ fees and costs, and service payment. No vouchers will be provided unless the Court approves the Settlement.

Questions? Go to www.xxxxxxxxxxxxx.com or call 1-XXX-XXX-XXXX

BASIC INFORMATION

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit, and about all of your rights and options, before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement benefits are available, who is eligible for them, and how to get them.

The Honorable William M. Conley of the United States District Court for the Western District of Wisconsin is overseeing this class action. The lawsuit is known as *Todd v. Ashley Furniture Industries, LLC*, Case No. 3:24-cv-00615. The people who filed this lawsuit are called Plaintiffs, and the companies they sued, Ashley Furniture Industries, LLC, Ashley Global Retail, LLC, and Resident Home LLC, are the Defendants.

2. What is this lawsuit about?

The Plaintiffs filed this lawsuit against Defendants on behalf of Class Members regarding the use of fiberglass material as a fire retardant in the inner sock of certain mattresses previously sold or distributed by Defendants. Plaintiffs allege that the fiberglass in these mattresses can pass through the outer cover of the mattress or be released from the mattress if the outer cover is removed. Plaintiffs also allege the Class experienced economic harm and some Class Members experienced property impact or physical impact. In addition, Plaintiffs allege legal causes of action for failure to warn, design defect, negligence, violations of state consumer protection statutes, breach of implied warranties of merchantability or fitness for particular use, breach of express warranty, unjust enrichment, and violations under 15 U.S.C. § 2073.

Defendants deny these allegations and deny any wrongdoing or liability. The Court has not made any decisions regarding any wrongdoing by Defendants or that any law has been violated. Instead, the Plaintiffs and Defendants have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is the lawsuit a class action?

In a class action, one or more people called Class Representatives sue on behalf of other people who have similar legal claims. Together, the people are a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

4. Why is there a Settlement?

The Plaintiffs and Defendants do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendants. Instead, the Plaintiffs and Defendants have agreed to settle the lawsuit. The Class Representatives and their lawyers believe the Settlement is best for Class Members because of the Settlement benefits available and the risks and uncertainty associated with continuing the lawsuit.

WHO IS INCLUDED IN THE SETTLEMENT

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

The Class includes all individual end consumers who purchased an Affected Mattress in the United States during the Class Period which was designed, manufactured, produced, distributed, sold, or

Questions? Go to www.xxxxxxxxxxxxxx.com or call 1-XXX-XXX-XXXX

marketed by Defendants and contained fiberglass as a fire-retardant material in the inner sock of the mattress.

An Affected Mattress means mattresses designed, manufactured, produced, distributed, sold, or marketed by Defendants that contained fiberglass as a fire-retardant material in the inner sock of the mattress.

The Class Period is from October 1, 2017 to June 30, 2024.

6. Are there exceptions to being included in the Class?

Yes. Excluded from the Class are: (1) the judges presiding over this lawsuit, and members of their immediate families; and (2) Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest, and their current or former officers and directors.

7. What mattresses are included in the Settlement?

Affected Mattresses include mattresses designed, manufactured, produced, distributed, sold, or marketed by Defendants that contained fiberglass as a fire-retardant material in the inner sock of the mattress.

Affected Mattresses include certain mattresses sold under the “Ashley,” “Nectar,” “DreamCloud,” and “Siena” brands of mattresses. A list of the Affected Mattress product names and item numbers is available at www.XXXXXXXXXXXXXX.com.

8. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to www.XXXXXXXXXXXXXX.com or call toll-free at 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

9. What does the Settlement provide?

As a result of the Settlement, Defendants have agreed to create a \$9 million Common Voucher Fund. Vouchers will be provided to Class Members who submit a timely and valid Claim Form.

The amount of the Voucher will be a pro rata share (a legal term meaning equal share) depending on the total number of valid Claims. The amount of the Voucher will be calculated by dividing the \$9 million Common Voucher Fund by the total number of valid Claims. There may also be a pro rata cash payment if the Court awards less than \$3 million in attorneys’ fees and costs.

10. What can I get from the Settlement?

If you are a Class Member, you may submit a Claim Form to receive a voucher good for use on a single purchase at www.AshleyFurniture.com, www.NectarSleep.com, www.DreamCloudSleep.com, or SienaSleep.com. No minimum purchase will be required for use of the Voucher.

Every Class Member who submits a timely and valid Claim Form will be entitled to one Voucher per Affected Mattress purchased.

The voucher will expire one year after distribution and must be used in a single transaction (no remaining value will be available).

If you received an Email Notice, you do not need to provide documentation with your Claim Form. If you did not receive an Email Notice, you must provide proof of purchase to receive a voucher.

Proof of purchase includes a sales receipt, store record, photo of the label or tag of the mattress purchased displaying the SKU, item number or serial number, or other documentation verifying that the Claimant purchased an Affected Mattress. If you do not have any proof of purchase, you will be prompted to provide information about your purchase of an Affected Mattress, including (a) brand name of the mattress; (b) approximate date of purchase; (c) store of purchase; (d) city and state of purchase; (e) brand name of the mattress; (f) size of the mattress; and (g) the model or item name or number. The Settlement Administrator has the right to verify whether your claim is valid.

If you did not receive an Email Notice, but believe you are part of the Class, you may contact the Administrator at 1-XXX-XXX-XXXX or visit the website at www.XXXXXXX.com.

11. What am I giving up to receive a voucher or stay in the Class?

Unless you exclude yourself (opt-out), you will remain in the Class. If the Settlement is approved and becomes final, all the Court's orders and judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Defendants and the Released Parties about the legal claims in this lawsuit that are released by the Settlement Agreement. The rights you are giving up are called "Released Class Claims." If you remain a Class Member you may file a Claim Form to receive a voucher.

12. What are the Released Class Claims?

Section 5 of the Settlement Agreement describes the Release (a legal term meaning what you are giving up as part of the Settlement) in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.XXXXXXXXXX.com. For questions regarding the Release and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

13. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive a Voucher as described above. Your Claim Form must be submitted online at www.XXXXXXX.com by **MONTH DD, 20YY**, or mailed to the Administrator at the address on the Claim Form, **postmarked** by **Month DD, 20YY**. Claim Forms are also available at www.XXXXXXX.com or by calling 1-XXX-XXX-XXXX or by writing to:

Todd v. Ashley Furniture Industries, LLC
Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

14. What happens if my contact information changes after I submit a Claim Form?

Questions? Go to www.xxxxxxxxxxxxxx.com or call 1-XXX-XXX-XXXX

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Administrator of your updated information. You may notify the Administrator of any changes at:

Todd v. Ashley Furniture Industries, LLC
Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

15. When will I receive my voucher?

If you file a timely and valid Claim Form, Vouchers will be provided if and after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.XXXXXXXXXX.com for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed D. G. Pantazis, Jr., Brian M. Clark, and Eric Sheffer from Wiggins Childs Pantazis Fisher Goldfarb LLC; Daniel B. Snyder, Gregory A. Cade, Kevin B. McKie, Gary Anderson, and Jordan Cade from Environmental Litigation Group, P.C.; Christopher Cueto from the Law Office of Christopher Cueto, Ltd.; and Lloyd M. Cueto from the Law Office of Lloyd M. Cueto, P.C. as Class Counsel to represent you and the Class for the purposes of this Settlement. You will not be charged for Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees and reimbursement of reasonable expenses up to \$3 million. Class Counsel will also ask the Court to approve the Class Representatives Service Payment up to \$85,000 collectively for all Class Representatives for participating in this lawsuit and for their efforts in achieving the Settlement. If awarded by the Court, attorneys' fees and reimbursement of reasonable expenses and the Class Representatives Service Payment will be paid directly by Defendants. The Court may award less than the amounts requested for attorneys' fees and reimbursement of reasonable expenses and the Class Representatives Service Payment.

Class Counsel's motion for attorneys' fees and costs and Class Representatives Service Payment will be made available on the Settlement Website at www.XXXXXXXXXX.com before the deadline for you to object to the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a voucher from this Settlement, but you instead want to keep the right to sue or continue to sue Defendants and the Released Parties on your own, about the legal issues in this lawsuit, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting-out” of—the Settlement.

18. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a written request for exclusion, which includes the following:

1. Your full name, mailing address, telephone number, and email address;
2. The following statement: “Between October 1, 2017, and June 30, 2024, I purchased an Affected Mattress from Resident Home or Ashley;”
3. Your signature; and
4. A clear statement that you want to be excluded from the Class, such as “Request for Exclusion - I hereby request to be excluded from the Class in *Todd v. Ashley Furniture Industries, LLC*, Case No. 3:24-cv-00615.”

The exclusion request must be mailed to the Administrator at the following address **postmarked by MONTH DD, 20YY**:

Todd v. Ashley Furniture Industries, LLC
Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

You may also email your exclusion request to the Administrator **received by MONTH DD, 20YY**, at XXXX@XXXXXX.com.

You cannot exclude yourself by telephone.

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Class Members or multiple Class Members where the opt-out has not been signed by each and every individual Class Member will not be allowed.

19. If I exclude myself, can I get a voucher from the Settlement?

No. If you exclude yourself, you will not receive a voucher from this Settlement. You can only get a voucher if you stay in the Settlement and submit a timely and valid Claim Form.

If the attorneys’ fees are reduced by the Court and Contingent Cash Fund is established, you will not receive a cash payment either.

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

No. Unless you exclude yourself, you give up any right to sue Defendants and the Released Parties about the legal claims that are released by the Settlement. You must exclude yourself from this lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Defendants and the Release Parties about the Released Class Claims in this lawsuit. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

OBJECTING TO THE SETTLEMENT

21. How do I tell the Court that I do not like the Settlement?

If you are a Class Member, you may object to the Settlement, including the attorneys’ fees and costs, and Class Representatives Service Payment, by filing an objection. You cannot ask the Court to order

Questions? Go to www.xxxxxxxxxxxxxx.com or call 1-XXX-XXX-XXXX

a different settlement; the Court can only approve or reject the current Settlement. If the Court denies approval, the lawsuit will continue.

To object, you must file your written objection with the Court as provided below by **MONTH DD, 20YY**, and send a copy of your objection to Class Counsel, Defense Counsel, and the Settlement Administrator by U.S. Mail, postmarked by **MONTH DD, 20YY**.

You cannot object if you have excluded yourself from the Class.

If you choose to object to the settlement, your written objection must include the following information:

1. The name of the lawsuit - *Todd v. Ashley Furniture Industries, LLC*, Case No. 3:24-cv-00615;
2. Your full name, current address, and telephone number;
3. Facts supporting your status as a Class Member;
4. A statement of the specific grounds for your objection, as well as any documents supporting the objection and a description of whether the objection applies only to you as the Class Member, a subset of the Settlement Class, or the entire Settlement Class;
5. The name of attorney(s) representing you as an objector (if any);
6. Your signature or the signature of your lawyer (if any).

You are not required to appear at the Final Approval Hearing (*see* Q.24). However, if you intend to do so, your written objection must also include the following information:

7. A statement indicating that you (or your lawyer) intend to appear at the Final Approval Hearing;
8. A description and/or copies of evidence that may be introduced at the Final Approval Hearing;
9. A list of witnesses, if any, that you intend to call at the Final Approval Hearing and a summary of each witness’s proposed testimony;
10. A list of proceedings in which you have submitted an objection during the past five years; and

To object, you must provide your timely written objection to the following:

COURT	CLASS COUNSEL	DEFENDANTS’ COUNSEL	ADMINISTRATOR
Clerk U.S. District Court Western District of Wisconsin United States Federal Courthouse 120 N Henry St. Madison, WI 53703	D.G. Pantazis, Jr. Wiggins Childs Pantazis Fisher Goldfarb LLC The Kress Building 301 19 th St. North Birmingham, AL 35203	Edward C. Barnidge Teresa M. Wogoman Williams and Connolly, LLP 680 Maine Ave, S.W. Washington, DC 20024	<i>Todd v. Ashley Furniture Industries, LLC</i> Administrator PO Box XXXX Portland, OR 972XX- XXXX

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

22. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Requesting exclusion (opting-out) is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY at XX:XX a.m./p.m.** before the Honorable William M. Conley at the U.S. Federal Courthouse, 120 N. Henry St., Madison, WI 53703. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and decide whether to approve the Settlement, Class Counsel's attorneys' fees and costs, and Class Representatives Service Payment.

If there are objections, the Court will consider them. If you would like to speak at the hearing, and you filed a Notice of Intent to Appear, the Court may hear objections at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.XXXXXXXXXX.com to confirm the date and time of the Final Approval Hearing have not changed.

24. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

25. May I speak at the Final Approval Hearing?

Yes. You may ask to speak at the Final Approval Hearing. To do so, you (or your lawyer) must state in your written objection that you (or your lawyer) intend to appear at the Final Approval Hearing.

If you intend to call witnesses at the Final Approval Hearing, you must provide a list of all witnesses and a summary of each witness's expected testimony in your written objection.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will not receive a voucher. You will give up your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and the Released Parties about the legal claims that are released by the Settlement.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.XXXXXXXX.com. You may get additional information at www.XXXXXXXX.com, by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

Todd v. Ashley Furniture Industries, LLC
Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
REGARDING THIS NOTICE, THE SETTLEMENT OR THE CLAIM PROCESS.**

EXHIBIT C

[Proposed] Order Granting Preliminary Approval of Class Action Settlement

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

Jaime Todd, et al.,

Plaintiffs,

v.

Ashley Furniture Industries, LLC, et al.,

Defendants.

Case No. 3:24-cv-00615-wmc

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT**

This matter is before the Court on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement. Plaintiffs, individually and on behalf of the proposed Class, and Defendants have entered into a Settlement Agreement and Release, dated February ##, 2026 (“Settlement Agreement”) that, if approved, would settle the above-captioned litigation. Having considered the Motion, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, **IT IS HEREBY ORDERED** as follows:

1. Unless otherwise defined herein, capitalized terms shall have the same meaning ascribed to those terms in the Settlement Agreement.
2. The Court has jurisdiction over this litigation, Plaintiffs, Defendants, and Class Members, and any party to any agreement that is part of or related to the Settlement Agreement.

PRELIMINARY APPROVAL

3. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiffs’ motion papers and briefs, and the declarations of Class Counsel, the Settlement Administrator, and the Mediator. Based on its review of these papers and

hearing on _____, 2026, the Court finds that the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations conducted with the assistance of experienced mediator James B. Baldinger of Baldinger Mediation LLC, through whom the basic terms of the Settlement Agreement were negotiated and finalized. The Court further observes that the Settlement Agreement is the product of information exchanged by the Parties through discovery in this litigation and informally in advance of the mediation. The terms of the Settlement Agreement do not improperly grant preferential treatment to any individual or segment of the Class and fall within the range of possible approval as fair, reasonable, and adequate.

4. The proposed notice plan is robust and appears to apprise interested parties of the pendency of the action, by providing information about the Settlement, in a reasonable manner, to class members who would be bound by the proposal.

5. Accordingly, the Court **GRANTS** preliminary approval of the Settlement Agreement and all of the terms and conditions contained therein.

PRELIMINARY CLASS CERTIFICATION

6. Pursuant to Federal Rule of Civil Procedure 23, the Court preliminarily certifies, for settlement purposes only, the Class defined in the Settlement Agreement as follows: “All individual end consumers who purchased an Affected Mattress in the United States during the period October 1, 2017 to June 30, 2024, which was designed, manufactured, produced, distributed, sold, or marketed by Defendants and contained fiberglass.” Excluded from the Class are: (1) the judges presiding over this Litigation, and members of their immediate families; (2) Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Response Deadline (as established within the Settlement Timeline set forth below).

7. The Court preliminarily finds that the Class satisfies the requirements of Federal Rule of Civil Procedure 23(a) for settlement purposes only: the Class is comprised of millions of individuals; there are questions of law or fact common to the Class; the Class Representatives' claims are typical of those of Class Members; and the Class Representatives will fairly and adequately protect the interests of the Class.

8. The Court preliminarily finds that the Class satisfies the requirements of Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only: the questions of law or fact common to the Class predominate over individual questions; and class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy.

9. The Court hereby appoints Plaintiffs Jaime Todd, Andrew Todd, G.T., Allen McClure, Angel McClure, Logan McClure, Jacob McClure, Killian McClure, Frances Burkowske, Malinda Gipson, Kevin Douthard, Diana Angus, Gabrielle Puyat, Brian Klowas, Lisa Jenkins, Judy Hughes, Heather Orgeron, Stacey Kemp, Eric Young, Paula Mills, Odessa Adams, Kimberly Adams, Erin Stavi, James Wilson, Victor Cavano, Conner Petropoulos, Julie Bartlett, Raven Fowlkes-Witten, Lena Bailey, Dylan Weber, Mercedes Rosato, Sandra Melendez, Joseph Ataganian, Geraldina Perez, Donald Watson, Shelley Hicks, John Palmer, Felicia Anderson, Alex Craig, Carrie Dadamo, Jessi Hardy, Lorenzo Diaz, Ashley Solis, Stephanie Jarvis Patterson, Melissa Anderson, and Nate Olsen as the Class Representatives for settlement purposes only. The Court provisionally finds that the Class Representatives are similar situated to absent Class Members and therefore typical of the Class and that they will be adequate Class Representatives for settlement purposes only.

10. The Court finds the following counsel are experienced and adequate counsel and appoints them as Class Counsel for settlement purposes only: D.G. Pantazis, Jr., Brian M. Clark, and Eric Sheffer from Wiggins Childs Pantazis Fisher Goldfarb LLC; Daniel B. Snyder, Gregory A. Cade, Kevin B. McKie, Gary Anderson, and Jordan Cade from Environmental Litigation

Group, P.C.; Christopher Cueto from the Law Office of Christopher Cueto, Ltd.; and Lloyd M. Cueto from the Law Office of Lloyd M. Cueto, P.C.

NOTICE AND ADMINISTRATION

11. The Parties have designated Epiq as the Settlement Administrator. Epiq shall perform all the duties of the Settlement Administrator set forth in the Settlement Agreement.

12. The Court finds that the Email Notice and Long Form Notice set forth in the Settlement Agreement and Settlement Administrator declaration satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances. The Email Notice and Long Form Notice are reasonably calculated to apprise Class Members of the nature of this Litigation, the scope of the Class, the terms of the Settlement Agreement, the right of Class Members to object to the Settlement Agreement or exclude themselves from the Class, and the Final Approval Hearing. The Court therefore approves the Email Notice and Long Form Notice and directs the Parties and the Settlement Administrator to proceed with providing notice to Class Members pursuant to the terms of the Settlement Agreement and this Order.

13. The Settlement Administrator shall commence providing Notice within the time required by the Settlement Agreement.

14. The Court approves, as to form and content, the Email Notice and Long Form Notice in substantially the form(s) attached as Exhibits A and B to the Settlement Agreement.

15. The Court authorizes the issuance of Email Notice to those Class Members who have previously opted out of receiving emails from Defendants through any applicable loyalty program, advertisement, financing agreements, or otherwise, so as to ensure notice is provided.

EXCLUSIONS AND OBJECTIONS

16. Class Members who wish to opt out and exclude themselves from the Class may do so by sending the Administrator, through the Settlement Website, by email, or by mail, a signed

written Request for Exclusion not later than _____, 2026 (120 days after the date of entry of the Preliminary Approval Order). The Request for Exclusion must contain the words “Request for Exclusion” or a comparable statement that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the individual’s full name, current address, email address, and telephone number. Any Request for Exclusion must also include the certification: “Between October 1, 2017 and June 30, 2024, I purchased an Affected Mattress from Resident Home or Ashley.” Requests for Exclusion that are submitted after the Response Deadline are invalid and the person shall remain a Participating Settlement Class Member. Each Request for Exclusion must request exclusion only for that one individual whose name appears on the request. Mass or group opt-outs are not allowed.

17. All Class Members who do not opt out and exclude themselves in accordance with the Settlement Agreement and this Order shall be bound by the terms of the Settlement Agreement upon entry of the Final Approval Order and Judgment.

18. Class Members who wish to object to the Settlement may do so by filing an Objection with the Court by no later than the Response Deadline. A copy of the objection must also be sent by email or mail to Class Counsel and Defense Counsel. A written objection must include: (i) the name of the Action; (ii) the Class Member’s full name, current address, and telephone number; (iii) attested facts supporting the person’s status as a Class Member; (iv) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Class Member, a subset of the Settlement Class, or the entire Settlement Class; (v) the identity of the attorney(s) representing the objector (if any); (vi) a statement regarding whether the Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a description and/or copies of evidence that may be introduced at the Final Approval Hearing; (viii) a list of witnesses, if any, that the Class Member intends to call at the Final Approval Hearing and a summary of each witness’s proposed

testimony; (ix) a list of proceedings in which the Class Member has submitted an objection during the past five years; and (x) the signature of the Class Member or his/her attorney (if any).

19. Any Class Member who does not timely submit an objection in accordance with these basic procedures shall be deemed to have waived any objection, shall not be permitted to object to the Settlement, and shall be precluded from seeking any review of the Settlement Agreement or the Final Approval Order by appeal or any other means.

THE CLASS ACTION FAIRNESS ACT (“CAFA”)

20. The Court finds that all obligations under the Class Action Fairness Act (“CAFA”) have been met. 28 U.S.C. § 1715.

21. Defendants have now provided notice to the appropriate federal and state officials within 10 days of filing the proposed Settlement.

22. The timeline proposed by the parties will provide more than 90 days since notice was provided to state and federal officials before a final approval order (if any) is entered.

23. The Court has also evaluated the Settlement under the provisions of 28 U.S.C. § 1712 to determine if it is a coupon settlement, and if so to provide the appropriate level of scrutiny to its terms.

24. The Court finds that the Settlement [is/is not] a coupon settlement. [In determining that the Settlement is not a coupon settlement, the Court notes that the vouchers set a minimum \$9 million fund to provide relief to Class Members regardless of how many Class Members file claims. The vouchers are freely transferable and may be aggregated. There is no minimum purchase amount and Defendants have represented that a large number of products may be purchased with the vouchers without spending any additional cash. The vouchers do not expire until 365 days from issuance. In short, the vouchers do not meet the criteria for coupons under 28 U.S.C. § 1712 as contemplated in the Seventh Circuit. *See In re Sw. Airlines Voucher Litig.*, 799 F.3d 701, 706 (7th Cir. 2015).] **OR** [In determining that the Settlement is a coupon settlement

under 28 U.S.C. § 1712 the Court still finds it fair, reasonable, and adequate under 28 U.S.C. § 1712(e) after applying a heightened scrutiny to the Settlement’s terms. First, the Court finds no evidence of collusion as the Settlement was reached at arm’s length via the assistance of a mediator. Second, the typical concerns regarding coupons are not present here as most of the factors under *In re Sw. Airlines Voucher Litig.*, 799 F.3d 701, 706 (7th Cir. 2015) are not present. Moreover, the injunctive relief sought by Plaintiffs in pursuing this case has effectively been achieved; Defendants added disclaimers to their tags and website regarding the presence of fiberglass as a fire-retardant material in certain mattresses and later discontinued the use of fiberglass as a fire-retardant material in mattresses. Moreover, Plaintiffs have created a \$9 million, non-reversionary fund to provide the class with additional relief in the form of vouchers that can be used on a wide variety of products. The Settlement provides for Defendants to pay all settlement administration, notice, and claims administration costs, valued at \$380,000.00 and provides for attorneys’ fees and costs to be paid from a separate, albeit, non-reversionary fund, in the amount of \$3 million with no “kicker” or “clear-sailing” provisions. These benefits, evaluated under the Rule 23 parameters, and even under a heightened standard via § 1712, reflect a significant and substantial result for the class, in the face of long odds and expensive, complicated litigation. Accordingly, even if viewed as a coupon settlement under § 1712 of CAFA, the Settlement is fair, reasonable and adequate and warrants preliminary approval and likely final approval after the Court has the opportunity to evaluate the claims process and Class response at the fairness hearing. After the fairness hearing, the Court will then enter a written order pursuant to § 1712(e).]

FINAL APPROVAL HEARING

25. The Court will hold a Final Approval Hearing on _____, 2026 at _____ [a.m./p.m.] CT before the Honorable William M. Conley, District Court Judge of the United States District Court, Western District of Wisconsin.

26. At the Final Approval Hearing, the Court will consider whether: (a) the Settlement

is fair, reasonable, and adequate; (b) the Class should be finally certified; (c) the preliminary appointment of Class Counsel should be made final; (d) the preliminary appointment of the Class Representatives should be made final; (e) Class Counsel's motion for attorneys' fees and Litigation Expenses should be granted; (f) the Service Awards sought for Class Representatives should be granted; and (g) a Final Judgment should be entered.

27. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

SETTLEMENT TIMELINE

28. The following schedule shall apply to further proceedings in this matter:

Administrator to provide CAFA Notice required by 28 U.S.C. § 1715(b)	Within 10 days of the filing of the Motion for Preliminary Approval
<i>Post Grant of Preliminary Approval</i>	
Defendants to deliver Class Data to Administrator	21 days after entry of Preliminary Approval Order
Administrator to notify Class Counsel of receipt of Class Data and confirm number of Class Members	14 days after delivery of Class Data to Administrator
Administrator to provide Email Notice to Class Members	30 days after delivery of Class Data to Administrator
Administrator to establish and create the Settlement Website	30 days after delivery of Class Data to Administrator
Administrator to provide second round of Email Notice to Class Members who have not yet submitted a Claim or Request for Exclusion	30 days before Response Deadline
Response Deadline	120 days after entry of Preliminary Approval order
Objection/Exclusion Deadline	120 days after entry of Preliminary Approval order

Administrator to provide Exclusion List and copies of Requests for Exclusion to Class Counsel and Defense Counsel	14 days after Response Deadline
<i>Final Approval Hearing</i>	_____, 2026 at _____ [a.m./p.m.]
Administrator's Declaration provided to Class Counsel and Defense Counsel	14 days before deadline for Motion for Final Approval
Deadline for Class Counsel to file Motion for Final Approval of Class Action Settlement	21 days before the Final Approval Hearing
Deadline for Class Counsel to file Motion for Attorneys' Fees, Costs and Class Representative Service Payment	21 days before the Final Approval Hearing
Deadline for Settlement Administrator to Provide Declaration Detailing Distribution of Class Notice/Claims/Opt Outs/Objections	14 days before the Final Approval Hearing
Deadline to Submit Any Responses to Objections	7 days before the Final Approval Hearing
<i>Post Grant of Final Approval</i>	
Class Counsel to provide W-9 forms to Defense Counsel	10 days after Effective Date
Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment	30 days after Effective Date
Administrator to inform Class Counsel and Defense Counsel of calculated <i>pro rata</i> Voucher amount and, if applicable, Contingent Cash Fund	14 days after Effective Date
Defendants to provide Vouchers to Administrator	21 days after Administrator informs Class Counsel and Defense Counsel of <i>pro rata</i> Voucher and, if applicable, Contingent Cash Fund distribution amounts
Administrator to distribute Vouchers to Participating Settlement Class Members	60 days after receipt of Vouchers from Defendants

Administrator to provide Class Counsel and Defense Counsel with a report detailing all disbursements and/or payments under the Agreement	14 days after distribution of Vouchers
Deadline for Participating Settlement Class Members to report to Administrator non-receipt of Vouchers	180 days after Effective Date

29. All proceedings and deadlines in this matter except those necessary to implement this Order and the Settlement are hereby stayed and suspended until further order of the Court.

MISCELLANEOUS

30. All Class Members who do not validly opt out and exclude themselves are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Settlement Agreement until further order of the Court.

31. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into the Settlement Agreement or the Settlement. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Defendants reserve the right to contest class certification and all other issues for all purposes other than this Settlement. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Defendants did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

IT IS SO ORDERED.

Dated: _____, 2026

By: _____

Hon. William M. Conley
United States District Judge

EXHIBIT D

[Proposed] Final Approval Order and Judgment

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

Jaime Todd, et al.,

Plaintiffs,

v.

Ashley Furniture Industries, LLC, et al.,

Defendants.

Case No. 3:24-cv-00615-wmc

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

On _____, 2026, the Court entered an order granting preliminary approval (the “Preliminary Approval Order”) of the Settlement between Plaintiffs, on their own behalf and on behalf of the Settlement Class (as defined below) and Defendants (collectively, the “Parties”), as memorialized in the Settlement Agreement.¹

Pursuant to the notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Class was notified of the terms of the proposed Settlement Agreement, of the right of Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing.

On _____, the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice. Before the Final Approval Hearing, a declaration of compliance with the provisions of the Settlement Agreement and Preliminary Approval Order relating to notice was filed with the Court. Therefore, the Court is

¹ The capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement, except as may otherwise be indicated.

satisfied that Settlement Class Members were properly notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement Agreement, the award of Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel, and the Class Representative Service Payment.

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and Defense Counsel, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Class Counsel for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and the application for a Class Representative Service Payment, and having reviewed the materials in support thereof, and good cause appearing:

IT IS HEREBY ORDERED THAT

1. This Court has jurisdiction over the subject matter of the Action and over all claims raised therein and all Parties thereto, including the Settlement Class.
2. The Settlement Agreement was entered into in good faith following arm's length negotiations and is non-collusive.
3. The Settlement Agreement is, in all respects, fair, reasonable, and adequate, is in the best interests of the Settlement Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

4. Consistent with the Court's Preliminary Approval Order, the Court finds the Settlement to [be/not be] a coupon settlement under 28 U.S.C. § 1712. After holding the fairness hearing and hearing from the Class, the Court reincorporates its findings from the Preliminary Approval Order and determines the Settlement to be fair, reasonable, and adequate after applying the requisite level of scrutiny and evaluating the Class response at the fairness hearing.

5. This Court grants final approval of the Settlement Agreement, including, but not limited to, the releases in the Settlement Agreement, including all the Plaintiffs' Releases and the Released Class Claims, and the plans for implementation and distribution of the settlement benefits.

6. The Court finds that the Settlement Agreement is in all respects fair, reasonable, and in the best interest of the Settlement Class. Therefore, all Class Members who have not opted out of the Settlement Class are bound by this Final Approval Order and Judgment, approving the Settlement Agreement.

7. The Parties and the Administrator shall effectuate the Settlement Agreement in accordance with its terms. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court

OBJECTIONS AND OPT-OUTS

8. ___ objections were filed by Settlement Class Members. The Court has considered them and determined that they lack merit and are overruled. The Court therefore finds that this factor does not counsel against Settlement Agreement approval.

9. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

10. ___ Class Members timely and validly elected to opt out of the Settlement Agreement and the Settlement Class.

CLASS CERTIFICATION

11. For purposes of the Settlement Agreement and this Final Approval Order and Judgment only, the Court hereby finally certifies the following class (the “Settlement Class”):

All individual end consumers who purchased an Affected Mattress in the United States during the period from October 1, 2017 to June 30, 2024, which was designed, manufactured, produced, distributed, sold, or marketed by Defendants and contained fiberglass as a fire-retardant material in the inner sock.

12. The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Federal Rule of Civil Procedure 23(a) and (b)(3) set forth in the Preliminary Approval Order.

13. The Court grants final approval to the appointment of Plaintiffs Jaime Todd, Andrew Todd, G.T., Allen McClure, Angel McClure, Logan McClure, Jacob McClure, Killian McClure, Frances Burkowske, Malinda Gipson, Kevin Douthard, Diana Angus, Gabrielle Puyat, Brian Klowas, Lisa Jenkins, Judy Hughes, Heather Orgeron, Stacey Kemp, Eric Young, Paula Mills, Odessa Adams, Kimberly Adams, Erin Stavi, James Wilson, Victor Cavano, Conner Petropoulos, Julie Bartlett, Raven Fowlkes-Witten, Lena Bailey, Dylan Weber, Mercedes Rosato, Sandra Melendez, Joseph Ataganian, Geraldina Perez, Donald Watson, Shelley Hicks, John Palmer, Felicia Anderson, Alex Craig, Carrie Dadamo, Jessi Hardy, Lorenzo Diaz, Ashley Solis, Stephanie Jarvis, Melissa Anderson, and Nate Olsen as Class Representatives. The Court

concludes that the Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

14. The Court grants final approval to the appointment of D.G. Pantazis, Jr., Brian M. Clark, and Eric Sheffer from Wiggins Childs Pantazis Fisher Goldfarb LLC; Daniel B. Snyder, Gregory A. Cade, Kevin B. McKie, Gary Anderson, and Jordan Cade from Environmental Litigation Group, P.C.; Christopher Cueto from the Law Office of Christopher Cueto, Ltd.; and Lloyd M. Cueto from the Law Office of Lloyd M. Cueto, P.C. as Class Counsel. The Court concludes that Class Counsel has adequately represented the Settlement Class and will continue to do so.

NOTICE TO THE CLASS

15. The Court finds that the Class Notice, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the Final Approval Hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

16. The Court finds that Defendants fully complied with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, as set out in _____ of the Epiq Declaration filed in support of the Unopposed Motion for Final Approval.

AWARD OF ATTORNEYS' FEES AND SERVICE AWARDS

17. The Court has considered Class Counsel's Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment. The Court awards Class Counsel the sum of \$3,000,000.00 as its collective Class Counsel Fees Payment Class Counsel Litigation Expenses Payment. The Court finds this amount of fees and expenses to be fair and reasonable. The Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be paid in accordance with the Settlement Agreement.

18. The Court grants Class Counsel's request for Class Representative Service Payment to Plaintiffs in the amount of \$85,000.00, collectively for all Class Representatives, and divided out individually as proposed by Plaintiffs in their application. The Court finds that this payment is justified by their service to the Settlement Class. The Class Representative Service Payment shall be paid in accordance with the Settlement Agreement.

19. Defendants shall pay to the Settlement Administrator the agreed upon fees for their role in the administration of the Settlement, including, but not limited to, the Notice, Claims processing, and Claims administration.

OTHER PROVISIONS

20. The Parties to the Settlement Agreement and the Settlement Administrator shall carry out their respective obligations thereunder.

21. Within the time period set forth in the Settlement Agreement, the Vouchers provided for in the Settlement Agreement shall be made available to the Settlement Class Members pursuant to the terms and conditions of the Settlement Agreement.

22. As of the Effective Date, and in consideration of the promises and covenants set forth in this Settlement Agreement, each Settlement Class Member, including Plaintiffs, shall be

deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, waived, and discharged all Released Class Claims.

23. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided herein) in which any of the Released Class Claims is asserted.

24. “Released Class Claims” shall collectively mean all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent that Participating Class Members have or may have, whether or not alleged or otherwise referred to, in the Operative Complaint, arising out of, or relating to, any acts, omissions or other conduct by Defendants relating to the design, manufacture, distribution, sale, or marketing of the Affected Mattresses containing fiberglass as a fire-retardant material in the inner sock that were manufactured, produced, distributed, or sold by Defendants during the Class Period.

25. Settlement Class Members, including the Class Representatives, and any of them, may hereafter 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 the Released Claims but the Class Representatives expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the date the Judgment becomes Final, fully, and finally and forever settled and released any and all Released Class Claims. The Parties acknowledge, and

Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

26. The terms of the Settlement Agreement and this Final Approval Order and Judgment shall have maximum res judicata, collateral estoppel, and all other preclusive effect in any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorney's fees, costs, interest, or expenses that arise out of or relate to the allegations or subject matter of the Litigation and/or the Operative Complaint.

27. This Final Approval Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendants of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendants or of the validity or certifiability for litigation of any claims, including but not limited to claims that have been, or could have been, asserted in the action.

28. This Final Approval Order and Judgment, the Settlement Agreement, and all acts, statements, documents or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of the propriety of class certification or of any liability or wrongdoing of any nature or that Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by Defendants, Settlement Class Counsel, or

Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment (including but not limited to enforcing the releases contained herein).

29. The Settlement Agreement and Final Approval Order and Judgment shall not be construed or admissible as an admission by Defendants that Plaintiffs' claims or any similar claims are suitable for class treatment.

30. The Settlement Agreement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Final Approval Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order and Judgment.

31. The Court hereby dismisses the Plaintiffs' Operative Complaint and all claims therein on the merits and with prejudice, without fees or costs to any Party, except as provided in this Final Approval Order and Judgment.

32. Consistent with Paragraph 11.2 of the Settlement Agreement, if the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, then all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement or the Settlement. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Defendants reserve the right to contest class certification and all other issues for all purposes other than this Settlement. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Defendants did not oppose

certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

ENTERED:

Dated: _____, 2026

By: _____

Hon. William M. Conley
United States District Judge