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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ARMIN AMIRI, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

MY PILLOW, INC., a Minnesota corporation,
and, DOES 1 through 10, inclusive

Defendants.

CASE NO. CIVDS1606479

**SECOND AMENDED SETTLEMENT
AGREEMENT AND RELEASE**

1 This Second Amended Settlement Agreement and Release (the “Agreement”) is made and
2 entered into by and between the following parties: Plaintiffs Armin Amiri, Donald Puckett, Patrick
3 Kavanaugh, Theresa Cordero, Jill Brunelle, Heather DeWitt, Christie Kautsky, and Susan Balmer,
4 individually and on behalf of the Settlement Class (collectively, “Plaintiffs” and/or “Class
5 Representatives”), and Defendant My Pillow, Inc. (“Defendant”) and their respective counsel of
6 record.

7 **I. DEFINITIONS**

8 As used in this Agreement and all related documents, the following terms have the
9 following meanings:

10 A. “Action” means the civil action entitled *Armin Amiri, et al., individually and on*
11 *behalf of all others similarly situated v. My Pillow, Inc., et al.* which was filed in the Superior
12 Court for the State of California, County of San Bernardino, on April 26, 2016, Case No.
13 CIVDS1606479.

14 B. “Authorized Claimant” means any Settlement Class Member who timely submits a
15 valid Claim Form.

16 C. “Non-Direct Purchaser Claims Deadline” means December 26, 2016.

17 D. “Direct Purchaser Claims Deadline” means the date set by the Court for the last date
18 on which Direct Purchaser Claim Forms may be submitted or postmarked.

19 E. “Non-Direct Purchaser Claim Form” means the Court-approved form attached as
20 Exhibit A.

21 F. “Direct Purchaser Claim Form” means the form Direct Purchaser Settlement Class
22 Members must submit to participate in the refund provisions of the settlement under this
23 Agreement substantially in the form attached as Exhibit B.

24 G. “Non-Direct Purchaser Class Counsel” means Clarkson Law Firm, P.C.

25 H. “Direct Purchaser Class Counsel” means Foley Bezek Behle & Curtis, LLP,
26 Lockridge Grindal Nauen, P.L.L.P., Rick Klingbeil, P.C., and Brady Mertz, P.C.

1 I. "Non-Direct Purchaser Class Period" means April 26, 2012 through October 13,
2 2016.

3 J. "Direct Purchaser Class Period" means April 26, 2012 through the entry of the
4 Preliminary Approval Order relating to this Agreement.

5 K. "Complaint" means the Complaint filed on April 26, 2016 in the Superior Court for
6 the State of California, County of San Bernardino.

7 L. "Court" means the Superior Court for the State of California, County of San
8 Bernardino.

9 M. "Competent and Reliable Scientific Evidence" means tests, analyses, research, or
10 studies that have been conducted by a qualified person in an objective manner and are generally
11 accepted in the profession to yield accurate and reliable results.

12 N. "Covered Products" means the products bearing the labeled brand name My Pillow
13 that are marketed and/or distributed by Defendant, including all sizes.

14 O. "Non-Direct Purchaser Email Notice" means the Court-approved notice attached
15 as Exhibit C.

16 P. "Direct Purchaser Email Notice" means the proposed notice to be provided to
17 Direct Purchaser Settlement Class Members under this Agreement substantially in the form
18 attached as Exhibit D.

19 Q. "Effective Date" means (a) if no objection is raised to this Settlement at the Final
20 Approval Hearing, the date on which the Final Approval Order and Judgment is entered; or (b) if
21 any objections are raised to the proposed settlement at the Final Approval Hearing, the latest of (i)
22 the expiration date of the time for the filing or notice of any appeal from the Final Approval Order
23 and Judgment, (ii) the date of final affirmance of any appeal of the Final Approval Order and
24 Judgment, (iii) the expiration of the time for, or the denial of, a petition for writ of review of the
25 Final Approval Order and Judgment and, if the writ is granted, the date of final affirmance of the
26 Final Approval Order and Judgment following review pursuant to that grant; or (iv) the date of
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1 final dismissal of any appeal from the Final Approval Order and Judgment or the final dismissal of
2 any proceeding on *certiorari* to review the final approval order and judgment.

3 R. "Final Approval Hearing" means the hearing scheduled to take place after the
4 expiration of both the Non-Direct Purchaser Claim Deadline and the Direct Purchaser Claims
5 Deadline at which the Court shall, among other things: (a) determine whether to grant final
6 approval to this Agreement; (b) consider any timely objections to this Settlement and all responses
7 thereto; and (c) rule on any applications for attorneys' fees, costs, and/or incentive awards.

8 S. "Final Approval Order and Judgment" means the order, substantially in the form of
9 Exhibit K attached hereto, in which the Court grants final approval of this Agreement and
10 authorizes the entry of a final judgment.

11 T. "Non-Direct Purchaser Long Form Notice" means the Court-approved notice
12 attached as Exhibit G.

13 U. "Direct Purchaser Long Form Notice" means the proposed notice to be made
14 available to Direct Purchaser Settlement Class Members under this Agreement substantially in the
15 form attached as Exhibit H.

16 V. "Non-Direct Purchaser Objection/Exclusion Deadline" means December 26, 2016.

17 W. "Direct Purchaser Objection/Exclusion Deadline" means the date set by the Court
18 for the submission of objections or requests for exclusion from the Direct Purchaser Settlement
19 Class.

20 X. "Parties" means Class Representatives and Defendant.

21 Y. "Person" means any individual, proprietorship, corporation, partnership,
22 association, trustee, unincorporated association, or any other type of legal entity, except a
23 governmental entity.

24 Z. "Preliminary Approval" means the date the Court preliminarily approves the
25 settlement of the Action, including but not limited to, the terms and conditions of this Agreement.

26 AA. "Preliminary Approval Order" means the order, substantially in the form of Exhibit
27 J attached to this Agreement, in which the Court grants its preliminary approval to the Agreement,
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1 conditionally certifies the Settlement Class, approves and authorizes notice to the Settlement
2 Class, appoints the Settlement Administrator, and sets a Final Approval Hearing.

3 BB. “Non-Direct Purchaser Publication Notice” means the Court-approved notice
4 attached as Exhibit I.

5 CC. “Released Parties” means Defendant and all other Persons.

6 DD. “Request for Exclusion” means a valid request for exclusion from a Settlement Class
7 Member.

8 EE. “Settled Claims” means any and all claims, demands, actions, and causes of action of
9 any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or
10 consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising
11 under common law, regulatory law, statutory law, or otherwise, including but not limited to unjust
12 enrichment, theft by deception, fraud, breach of warranty express or implied, violation of California
13 Civil Code 1750 et seq., violation of California Business and Professions Code Sections 17200 et
14 seq. and 17500 et seq., and any related or similar state consumer protection statutes, claims for
15 restitution, disgorgement of profits, injunctive and declaratory relief, arising during the Class Period,
16 and arising out of or relating to the advertising, packaging, labeling, marketing, promotion, sale or
17 distribution of the Covered Products, including but not limited to health claims, buy one get one free
18 (BOGO) and other sales promotions and pricing, and the use of third party endorsements and logos,
19 and including all claims which were alleged or which could have been alleged by Plaintiffs, Non-
20 Direct Settlement Class Counsel, Direct Purchaser Settlement Class Counsel, the Settlement Class
21 and/or any Settlement Class Member against the Released Parties in the Action, or any other legal
22 action, whether those claims are asserted individually or on a class-wide basis (the “Released
23 Claims”). However, this definition expressly excludes claims for personal injury.

24 FF. “Settlement Administrator” means Digital Settlement Group.

25 GG. “Settlement Class” means the following two subclasses: (1) all Persons who
26 purchased Covered Products in the United States, its territories, or at any United States military
27 facility or exchange directly from Defendant (the “Direct Purchaser Class”) and (2) all persons
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1 who purchased Covered Products in the United States, its territories, or at any United States
2 military facility or exchange from a source other than Defendant (the “Non-Direct Purchaser
3 Class”). Excluded from the Settlement Class are all persons who validly opt out of the Settlement
4 Class in a timely manner, counsel of record (and their respective law firms) for the Parties,
5 Defendant and any of its parents, affiliates, subsidiaries, independent service providers and all of
6 their respective employees, officers, and directors; the presiding judge in any of the Actions; any
7 natural person or entity that entered into a release with Defendant prior to the Effective Date
8 concerning any Covered Products.

9 HH. “Settlement Class Member” means any member of the Settlement Class.

10 II. “Direct Purchaser Class Member” means any member of the Direct Purchaser
11 Class.

12 JJ. “Non-Direct Purchaser Class Member” means any member of the Non-Direct
13 Purchaser Class.

14 KK. “Valid Claim” means a claim for reimbursement timely submitted by a Settlement
15 Class Member that satisfies all the criteria to qualify for reimbursement established by the Parties’
16 Counsel and the Settlement Administrator.

17 **II. LITIGATION BACKGROUND**

18 A. Plaintiffs have alleged that Defendant made false and misleading statements in its
19 labeling and advertising of the Covered Products, including that they paid more for the Covered
20 Products as a result of those alleged statements. Plaintiffs have asserted claims on behalf of
21 themselves and for others similarly situated in the United States based on fraud, violation of Minn.
22 Stat. § 325F.69, subdivision 1, the Minnesota Consumer Fraud Act, Minn. Stat. § 325F.67, the
23 Minnesota False Statement in Advertising Act, Minn. Stat. § 325D.44, subdivision 1, the
24 Minnesota Uniform Deceptive Trade Practices Act, ORS §646.608(j), (p), (s) and (u), OAR 137-
25 020-0015(2)(a)(B)-(D), ORS §646.608(sss), ORS §646.644, RCW 19.86.020, Cal. Bus. & Prof.
26 Code §§ 17200 *et seq.* and 17500 *et seq.* and consumer protection statutes of other states.

1 B. Defendant denies any liability or wrongdoing of any kind associated with the
2 claims alleged in the Action, and further contends that, for any purpose other than settlement, the
3 claims alleged in the Action are not appropriate for class treatment.

4 C. The Parties have, in advance of settlement, engaged in extensive arms-length
5 negotiations and an informal exchange of documents and other information pertaining to
6 Plaintiffs' claims. The Parties also mediated the case with the Honorable Peter D. Lichtman
7 (Ret.). The Parties have had a full and fair opportunity to evaluate the strengths and weaknesses
8 of their respective positions.

9 D. Based on the current state of the law, the expense, burden, and time necessary to
10 prosecute the Action through trial and possible appeals, the risks and uncertainty of further
11 prosecution of the Action considering the defenses at issue, the sharply contested legal and factual
12 issues involved, and the relative benefits to be conferred upon Plaintiffs and Settlement Class
13 Members pursuant to this Agreement, Non-Direct Purchaser Class Counsel and Direct Purchaser
14 Class Counsel have concluded that a settlement with Defendant on the terms set forth herein is
15 fair, reasonable, adequate, and in the best interests of the Settlement Class in light of all known
16 facts and circumstances.

17 E. Defendant and Defendant's counsel recognize the expense and length of continued
18 proceedings necessary to continue the Action through trial and through possible appeals.
19 Defendant also recognizes that the expense and time spent pursuing the Action has detracted and
20 will further detract from resources that may be used to run Defendant's business. Defendant
21 denies any wrongdoing or liability arising out of any of the facts or conduct alleged in the Action
22 and believes that it has valid defenses to Plaintiffs' claims.

23 F. Based on the foregoing, which the Parties expressly incorporate as material terms
24 of the Agreement, it is the desire of the Parties to fully, finally, and forever settle, compromise,
25 and discharge all disputes and claims arising from or related to the Products and the Action which
26 exist between Plaintiffs and the Settlement Class on the one hand, and Defendant, on the other
27 hand. Therefore, it is the intention of the Parties that this Agreement shall constitute a full, final
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1 and complete settlement and release, which release includes in its effect all of Defendant's present
2 and former parent companies, subsidiaries and affiliates, as well as the shareholders, officers,
3 directors, employees, agents, servants, registered representatives, attorneys, insurers, successors
4 and assigns of such persons or entities with respect to any and all claims which were alleged, or
5 could have been alleged, by Plaintiffs on their own behalf or on behalf of the Settlement Class in
6 the Action.

7 **III. TERMS OF SETTLEMENT**

8 In consideration of the mutual covenants and promises set forth herein, and subject to
9 Court approval, the Parties agree as follows:

10 A. Certification of Class: For settlement purposes only, and without any finding or
11 admission of any wrongdoing or fault by Defendant, and solely pursuant to the terms of this
12 Agreement, the Parties consent to and agree to the establishment and conditional certification of
13 the Settlement Class, including the Direct Purchaser and the Non-Direct Purchaser subclasses.

14 B. Certification is Conditional: This certification is conditional on the Court's
15 preliminary and final approval of this Agreement. In the event the Court does not approve all
16 terms of the Agreement, then the certification shall be void and this Agreement and all orders
17 entered in connection therewith, including but not limited to any order conditionally certifying the
18 Class, shall become null and void and shall be of no further force and effect and shall not be used
19 or referred to for any purposes whatsoever in the Action or in any other case or controversy. And,
20 in such an event, this Agreement and all negotiations and proceedings related thereto shall be
21 deemed to be without prejudice to the rights of any and all parties hereto, who shall be restored to
22 their respective positions as of the date of this Agreement, and Defendant shall not be deemed to
23 have waived any opposition or defenses it has to any aspect of the claims asserted herein or to
24 whether those claims are amenable to class-based treatment.

25 C. Intervention is Conditional: The parties agree to stipulate to the Complaint in
26 Intervention being filed by Plaintiffs Donald Puckett, Patrick Kavanaugh, Theresa Cordero, Jill
27 Brunelle, Heather DeWitt, Christie Kautsky, and Susan Balmer ("Intervenor Plaintiffs"). That
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1 Intervention is conditional on the Court’s preliminary and final approval of this Agreement. In the
2 event the Court does not approve all terms of the Agreement, then the Complaint in Intervention
3 shall be dismissed, without prejudice, by the Intervenor Plaintiffs and shall be void. In such event,
4 the Intervenor Plaintiffs shall return to their respective District Court for further litigation and the
5 stipulation to the Complaint in Intervention shall be of no further force and effect and shall not be
6 used or referred to for any purposes whatsoever in the Action or in any other case or controversy.

7 D. Releases: Upon the Effective Date, and except as to such rights or claims as may
8 be created by this Agreement, Plaintiffs and the Settlement Class (together, the “Releasing
9 Parties”) shall fully release and discharge the Released Parties from the Released Claims.

10 E. Compensation to the Settlement Class: In consideration of a full, complete, and
11 final settlement of the Action, entry of the Final Approval Order, and the Releases in Section VII
12 below, and subject to the Court’s approval, the Parties agree to the following individual benefits:

13 1. Individual Benefits: Settlement Class members who submit a valid and
14 timely Claim Form with sufficient proof will be eligible to receive compensation in the form of
15 cash refunds as follows:

16 2. The monetary relief for Non-Direct Purchaser Settlement Class Members
17 remains exactly the same as under the Amended Settlement Agreement And Release executed in
18 August 2016 and the Order Granting Preliminary Approval Of Settlement dated October 12, 2016.
19 Specifically, Non-Direct Purchaser Settlement Class Members who substantiated their claims
20 through a submission of an Affidavit attesting to their purchase of the Covered Products under
21 penalty of perjury, together with additional information requested by the Settlement Administrator
22 on the Claim Form, shall be entitled to a total of \$5 per household. All claims must have been
23 submitted using the Claim Form, which may have been submitted by mail or online.

24 Notwithstanding the foregoing sentence, Non-Direct Purchaser Settlement Class Members who
25 submitted an Affidavit under penalty of perjury attesting that he or she simultaneously purchased
26 three or more Covered Products during his or her initial purchase of any Covered Products
27 together with additional information requested by the Settlement Administrator on the Claim
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1 Form, shall be entitled to an additional payment of up to \$5. However, if more than 5,000 Non-
2 Direct Purchaser Settlement Class Members seek and qualify for this supplemental payment, each
3 such Non-Direct Purchaser Settlement Class Member shall receive an additional payment equal to
4 his or her pro rata share of \$25,000, which is the cap on such payments.

5 3. For those Direct Purchaser Settlement Class Members who submit a valid
6 Direct Purchaser Claim Form prior to the Direct Purchaser Claims Deadline (and/or a valid Non-
7 Direct Purchaser Claim Form prior to the Non-Direct Purchaser Claims Deadline) shall be entitled
8 to one of the following three cash payments, whichever is greater: (a) \$6 for those who purchased
9 one or more Covered Products directly from Defendant; (b) \$6 per pillow (maximum \$12 total) for
10 those who acquired two Covered Products pursuant to a Buy One Get One Free (“BOGO”) offer
11 as part of their initial purchase from Defendant; and (c) \$6 per pillow (maximum \$24 total) for
12 those who acquired four or more Covered Products pursuant to a BOGO offer as part of their
13 initial purchase from Defendant.

14 4. Direct Purchaser Settlement Class Members who submitted a valid Non-
15 Direct Purchaser Claim Form during the Non-Direct Purchaser Claims Period shall receive the \$5
16 they are entitled to under Section 2 above and shall automatically receive the applicable payment
17 under Section 3 above based on the purchase(s) they made that qualified them for inclusion in the
18 Direct Purchaser Settlement Class.

19 F. Changes to Advertising & Marketing: Within 60 days after the full execution of
20 the initial settlement agreement, Defendant removed health claims and testimonials that include
21 health claims from its website and other marketing materials, unless it had Competent and
22 Reliable Scientific Evidence for such claims. In addition, upon the execution of this Agreement,
23 Defendant agrees that it will not advertise a single size of a Covered Product with a BOGO offer
24 in a trade area for more than six (6) months during any twelve (12) month period.

25 G. Incentive Awards for Class Representatives: Non-Direct Purchaser Class Counsel
26 and Direct Purchaser Class Counsel agree that they will apply to the Court for incentive awards to
27 the Class Representatives in amounts not to exceed \$2,500 each, for their participation as the Class
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1 Representatives, for taking on the risks of litigation, and for settlement of their individual claims
2 as Class Members in this Action. Defendants agree not to oppose Class Representatives' motion
3 for incentive awards, provided the requested incentive awards do not exceed the amount set forth
4 herein. Class Representatives and Class Counsel agree not to move for incentive awards
5 exceeding the amount set forth herein. Defendant shall pay the lesser of \$2,500 or the incentive
6 award authorized by the Court to each Settlement Class Representative within ten (10) calendar
7 days of the Effective Date.

8 H. Attorneys' Fees and Costs:

9 1. Non-Direct Purchaser Class Counsel agrees that it will apply to the Court,
10 no later than 21 days before the Final Approval Hearing, for an award of attorneys' fees not to
11 exceed \$100,000.00 plus costs and expenses not to exceed \$5,000.00.

12 2. Direct Purchaser Class Counsel agrees that it will apply to the Court not
13 later than 21 days before the Final Approval Hearing, for an award of attorneys' fees, costs, and
14 expenses not to exceed \$2,000,000.

15 3. Defendant agrees not to oppose such motions for attorneys' fees and costs,
16 provided the requested attorneys' fees and costs do not exceed the amounts set forth above.
17 Plaintiffs and Class Counsel agree not to move for attorneys' fees and costs exceeding the
18 amounts set forth above.

19 4. Defendant shall pay the lesser of the amounts set forth above or the amount
20 of fees, costs and expenses awarded by the Court to Class Counsel within five (5) calendar days of
21 the entry of a Final Approval Order, provided that Class Counsel agree to repay such amount in
22 the event the Final Approval Order and Judgment does not become final.

23 5. If the Final Approval Order and Judgment is reversed, vacated, modified
24 and/or remanded for further proceedings or otherwise disposed of in any manner other than one
25 resulting in an affirmance of the Final Approval Order (other than on the issue of attorneys' fees
26 and expenses), or if this Agreement is terminated according to its terms, then Class Counsel shall,
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1 within five (5) calendar days of such events, repay to Defendant the full amount of any award of
2 attorney's fees and costs paid by Defendant to Class Counsel pursuant to this Agreement.

3 6. If the award of attorneys' fees or costs to counsel is reduced after entry of
4 the Final Approval Order and Judgment, Class Counsel shall repay to Defendant the difference
5 between the amount paid by Defendant to Class Counsel and the amount of the final reduced
6 award no later than five (5) days following entry of the order or opinion reducing the award.

7 I. Termination:

8 1. Defendant shall have the right to terminate this Agreement if, prior to the
9 date of the Final Approval Order and Judgment, the total number of Persons that have submitted
10 timely and valid Requests for Exclusion from the Settlement Class exceeds one thousand (1,000).
11 If Defendant elects to terminate this Agreement under this paragraph, Defendant must provide
12 written notice to the other Parties' counsel on or before the date of the Final Approval Order and
13 Judgment. Such written notice shall be provided by hand delivery or mail to the Parties' counsel.

14 2. If this Agreement is terminated pursuant to its terms, then: (i) this
15 Agreement shall be rendered null and void; (ii) this Agreement and all negotiations and
16 proceedings relating hereto shall be of no force or effect, and without prejudice to the rights of the
17 Parties; and (iii) all Parties shall be deemed to have reverted to their respective status in the Action
18 as of the date and time immediately preceding the execution of this Agreement and, except as
19 otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all
20 respects as if this Agreement and any related orders had never been executed, entered into, or
21 filed, except that the Parties shall not seek to recover from one another any costs incurred in
22 connection with this Settlement.

23 **IV. ADMINISTRATION OF SETTLEMENT**

24 A. The Settlement Administrator's duties to administer the settlement include: (1)
25 preparing and publishing class notice; (2) establishing and maintaining a website for notification
26 and Claim Form distribution; (3) establishing a telephone number and responding to inquiries and
27 requests for Claim Forms and assistance from Settlement Class Members; (4) distributing Claim
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1 Forms; (5) receiving and independently reviewing the Claim Forms submitted by Settlement Class
2 Members for the purpose of verifying any amounts due to Authorized Claimants; (6) receiving and
3 serving upon Class Counsel and Defendant's counsel any written objections or opt-out statements;
4 (7) reporting, in summary or narrative form, to Class Counsel, Defendant's Counsel, and the
5 Court, regarding the completion of its tasks identified within this Agreement; and (8) carrying out
6 other related tasks in accordance with the terms of this Agreement, including printing and sending
7 the settlement checks to Settlement Class Members.

8 B. Defendant shall pay the Settlement Administrator's reasonable costs and fees
9 associated with administering this Agreement, and all costs associated with the notice to
10 Settlement Class Members. Defendant shall pay the Settlement Administrator's costs and fees as
11 they come due upon submission of an appropriate invoice at the end of each month.

12 C. All disputes relating to the Settlement Administrator's ability and need to perform
13 its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over
14 the terms and conditions of this Agreement, until all payments and obligations contemplated by
15 the Agreement have been fully carried out.

16 **V. NOTICE TO THE NON-DIRECT PURCHASER SETTLEMENT CLASS**

17 A. Class Notice: Pursuant to the Court's Preliminary Approval Order, Defendant
18 provided the Settlement Class with notice of the settlement by the following methods:

19 1. Internet Notice:

20 a. Settlement Website: No later than twenty (20) calendar days
21 following entry of the Preliminary Approval Order, the Settlement Administrator created a website
22 dedicated to this settlement displaying the Long Form Notice and downloadable Claim Forms,
23 until the Claims Deadline. Defendant posted a link to the settlement website on Covered
24 Products' website (www.pillowsettlement.com) no later than thirty (30) days following entry of
25 the Preliminary Approval Order, which it maintained until the Claims Deadline for the initial
26 settlement.

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1 b. Internet Ads: The Settlement Administrator or Defendant caused to
2 be published internet advertisements, in sufficient quantity and frequency, as Plaintiff and
3 Defendant agreed to prior to the Preliminary Approval Hearing. The Settlement Administrator
4 provided the Parties with the specifics of Internet ads prior to the Preliminary Approval Hearing
5 and the Parties provided the specific information to the Court at or before the Preliminary
6 Approval Hearing.

7 2. Publication: The Settlement Administrator or Defendant caused to be
8 published the Non-Direct Purchaser Publication Notice once in the following publications, not
9 later than sixty (60) calendar days after entry of the Preliminary Approval Order: *The New York*
10 *Times* and *Wall Street Journal*. The Publication Notice was sized for a one-quarter page ad in
11 each publication.

12 3. Toll-Free Telephone Support: The Settlement Administrator established a
13 toll-free support system to provide Class Members with (a) general information about the
14 litigation; (b) frequently asked questions and answers; and (c) the ability to request a Long Form
15 Notice or Claim Form.

16 4. Email Notice: The Settlement Administrator caused the Email Notice to be
17 emailed to all Settlement Class Members for whom Defendant has email information and sent the
18 additional notice (Exhibit E) to Members who submitted inquiries.

19 B. Declaration of Compliance: Within fourteen (14) calendar days of the Claims
20 Deadline, the Settlement Administrator provided the Parties with a declaration attesting to
21 completion of the notice process set forth in this section.

22 **VI. NOTICE TO THE DIRECT PURCHASER SETTLEMENT CLASS**

23 A. Class Notice: Subject to Court approval, Defendant shall provide the Direct
24 Purchaser Settlement Class with notice of the settlement by the following methods:

25 1. Internet Notice:

26 a. Settlement Website: No later than twenty (20) calendar days
27 following entry of the Preliminary Approval Order, the Settlement Administrator shall create a
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1 website dedicated to this settlement displaying the Direct Purchaser Long Form Notice and
2 downloadable Direct Purchaser Claim Forms, until the Direct Purchaser Claims Deadline.
3 Defendant shall post a link to the settlement website on Covered Products' website
4 (www.pillowsettlement.com) no later than thirty (30) days following entry of the Preliminary
5 Approval Order, which it shall maintain until the Direct Purchaser Claims Deadline.

6 2. Toll-Free Telephone Support: The Settlement Administrator shall establish
7 a toll-free support system to provide Class Members with: (a) general information about the
8 litigation; (b) frequently asked questions and answers; and (c) the ability to request a Direct
9 Purchaser Long Form Notice or Direct Purchaser Claim Form.

10 3. Email Notice: The Settlement Administrator will cause the Direct Purchaser
11 Email Notice to be emailed to all Direct Purchaser Settlement Class Members for whom
12 Defendant has email information.

13 4. Mail Notice: The Claims Administrator shall send the Mail Notice (Exhibit
14 F) to Direct Purchaser Settlement Class members who Defendant does not have an email address
15 for or whose Email Notice "bounces back" as undeliverable (after running a national change of
16 address update on each mailing address).

17 B. Declaration of Compliance: Within fourteen (14) calendar days of the Direct
18 Purchaser Claims Deadline, the Settlement Administrator shall provide the Parties with a
19 declaration attesting to completion of the notice process set forth in this section.

20 **VII. CLAIMS PROCESS/CLAIMS ADMINISTRATION**

21 A. Claim Form: Settlement Class Members may obtain a Claim Form from the
22 Settlement Administrator by calling the toll free number or by visiting the website identified in the
23 Email Notice, Long Form Notice, and Publication Notice. Each Claim Form will include
24 instructions and the date the form must be returned in order for the claim to be considered eligible
25 under the settlement.

26 B. Submission of Claim Form: All Non-Direct Purchaser Claim Forms shall be
27 signed under penalty of perjury and sent directly to the Settlement Administrator at the address
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1 indicated on the Claim Form. All Non-Direct Purchaser Claim Forms seeking refunds shall be
2 accompanied by a return of the Covered Products, original retail receipts, and/or a Claim Form
3 signed under penalty of perjury. All Direct Purchaser Claim Forms shall be submitted online or
4 by mail and shall be under penalty of perjury. The Settlement Administrator shall review the
5 Claim Forms and make any calculations of payments to be distributed to the Settlement Class
6 Members.

7 C. Validity of Submitted Claims: Non-Direct Purchaser Class Counsel, Direct
8 Purchaser Class Counsel, and Defendant may, but need not, seek permission from the Court to
9 consider late-filed Claim Forms that are received prior to the distribution of settlement funds to the
10 Settlement Class. Any Settlement Class Members who fail to submit valid and timely Claim
11 Forms shall be bound by all terms of the settlement and any judgment entered in this Action, and
12 will be barred from receiving any monetary relief under this Agreement.

13 D. Distribution of Refund Checks to Authorized Claimants: Upon completion of its
14 calculation of payments, and within fourteen (14) calendar days following each Claims Deadline,
15 the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a report
16 listing the amount of all refunds to be made to each Settlement Class Member.

17 E. Issuance of Settlement Proceeds: The Settlement Administrator is responsible for
18 issuing the refunds to Authorized Claimants. Refunds for Non-Direct Purchasers will be mailed
19 by the Settlement Administrator within twenty-one (21) calendar days of the Effective Date. By
20 the same deadline, the Settlement Administrator shall email a notice to each Direct Purchaser
21 claimant entitled to two (2) or four (4) \$6 payments that he or she has 30 days to elect to receive,
22 instead of a cash payment, one (1) free My Pillow GoAnywhere Pillow (for claimants entitled to
23 two (2) \$6 payments or two (2) free My Pillow GoAnywhere Pillows (for claimants entitled to
24 four (4) \$6 payments. Participating Claimants who choose the cash payment option (or who do
25 not respond to the opportunity to select the GoAnywhere Pillow(s) in lieu of cash) shall receive a
26 cash payment. A declaration of payment and pillow distributions will be filed with the Court and
27 provided to the Parties within ten (10) calendar days of mailing the settlement benefits.

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1 **VIII. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM**
2 **SETTLEMENT**

3 A. Objections: Only Settlement Class Members, on their own behalf and not on
4 behalf of any class, may object to the Settlement. Those who wish to object to the Settlement
5 must do so in writing. Written objections must (1) state the basis of the objection and all required
6 information from the Long Form Notice, (2) be mailed to the Settlement Administrator, Class
7 Counsel, and Defendant's counsel, and (3) be filed with the Court by the applicable
8 Objection/Exclusion Deadline. Although Settlement Class Members do not need to attend the
9 Final Approval Hearing in order to object, no Settlement Class Member shall be entitled to be
10 heard at the Final Approval Hearing (whether individually or through separate counsel) unless
11 written notice of the Settlement Class Member's intention to appear at the Final Approval
12 Hearing, and copies of any written objections or briefs, have been timely filed with the Court and
13 served on counsel for the Parties and the Settlement Administrator on or before the applicable
14 Objection/Exclusion Deadline.

15 1. Timeliness of Objections: The date of filing as stamped by the Court shall
16 be the exclusive means used to determine whether an objection and/or notice of intention to appear
17 has been timely submitted. In the event that the postmark is illegible, the objection and/or notice
18 to appear shall be deemed untimely unless it is received by the Settlement Administrator within
19 two (2) calendar days of the applicable Objection/Exclusion Deadline. Settlement Class Members
20 who fail to timely file and serve a written objection in the manner specified above shall be deemed
21 to have waived any objections and shall be foreclosed from making any objection (whether by
22 appeal or otherwise) to the Settlement.

23 2. Right to Respond to Objections: Class Counsel and Defendant shall have
24 the right to respond to any objection prior to the Fairness Hearing. Class Counsel and/or
25 Defendant may, at least two (2) business days (or such other number of days as the Court shall
26 specify) before the Final Approval Hearing, file any responses to any written objections submitted
27 to the Court by Settlement Class Members in accordance with this Agreement.

1 B. Procedure for Requesting Exclusion: Settlement Class Members who wish to opt
2 out of this Settlement must submit a written statement before the applicable Objection/Exclusion
3 Deadline. Requests for Exclusion that do not include all required information and/or that are not
4 submitted on a timely basis, will be deemed null, void, and ineffective. The date of the postmark
5 on the mailing envelope shall be the exclusive means used to determine whether a Settlement
6 Class Member's Request for Exclusion has been timely submitted. In the event that the postmark
7 is illegible, the Request for Exclusion shall be deemed untimely unless it is received by the
8 Settlement Administrator within two (2) calendar days of the applicable Objection/Exclusion
9 Deadline. Any Settlement Class Member who properly opts out of the Settlement Class using this
10 procedure will not be entitled to any relief, will not be bound by the Settlement, and will not have
11 any right to object, appeal, or comment thereon. Settlement Class Members who fail to submit a
12 valid and timely request for exclusion on or before the applicable Objection/Exclusion Deadline
13 shall be bound by all terms of the Settlement and any final judgment entered in this litigation if the
14 Settlement is approved by the Court, regardless of whether they ineffectively or untimely
15 requested exclusion from the Settlement.

16 C. Notice of Objections and/or Requests for Exclusion: The Settlement Administrator
17 shall on a daily basis (1) date stamp all original Requests for Exclusion and objection statements it
18 receives; and (2) serve copies of same on Class Counsel and Defendant's counsel no later than
19 seven (7) calendar days after the deadline for submission of the documents. The Settlement
20 Administrator shall inform Class Counsel and Defendants' counsel of any such documents
21 received that were untimely submitted.

22 D. No Solicitation of Settlement Objections or Exclusions: The Parties agree to use
23 their best efforts to carry out the terms of this Settlement. At no time will any of the Parties or
24 their counsel seek to solicit or otherwise encourage any Settlement Class Members to object to the
25 Settlement or request exclusion from participating as a Settlement Class Member, or encourage
26 any Settlement Class Member to appeal from the final judgment.

27 **IX. DUTIES OF THE PARTIES PRIOR TO FINAL COURT APPROVAL**

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1 The Parties shall promptly submit this Agreement to the Court in support of Plaintiffs’
2 Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy, and
3 reasonableness. Promptly upon execution of this Agreement, Plaintiffs shall apply to the Court for
4 the entry of a Preliminary Approval Order substantially in the following form, as more particularly
5 set forth on Exhibit J;

6 A. Scheduling a Final Approval Hearing, no earlier than thirty (30) days after the
7 Direct Purchaser Claims Deadline, on the question of whether the proposed Settlement should be
8 finally approved as fair, reasonable, and adequate as to the members of the class;

9 B. Approving as to form and content the Direct Purchaser Email Notice and the Direct
10 Purchaser Long Form Notice;

11 C. Approving as to form and content the proposed Direct Purchaser Claim Form and
12 instructions;

13 D. Preliminarily approving the Settlement;

14 E. Preliminarily and conditionally certifying the Settlement Class, including the two
15 subclasses, for settlement purposes;

16 F. Preliminarily approving the Settlement Administrator and the administration of the
17 settlement in accordance with the procedures set forth in this Agreement;

18 G. Staying all proceedings in the Action, and enjoining the prosecution of any other
19 individual or class claims;

20 H. Providing that, in the event the Settlement set forth in this Agreement is not
21 approved by the Court, or in the event that this Agreement becomes null and void pursuant to its
22 terms, this Agreement and all orders entered in connection therewith, including but not limited to
23 any order conditionally certifying the Class, shall become null and void and shall be of no further
24 force and effect and shall not be used or referred to for any purposes whatsoever in the Action or
25 in any other case or controversy; and that in such an event, this Agreement and all negotiations
26 and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all
27 parties hereto, who shall be restored to the respective positions as of the date of this Agreement.

28

1 In the event the Court does not enter the Preliminary Approval order described herein, or decides
2 to do so only with material modifications, then this entire Agreement shall become null and void,
3 unless the Parties hereto agree in writing to proceed with this Agreement as modified.

4 **X. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL**

5 Class Counsel will submit a proposed Final Order and Judgment at the Final Approval
6 Hearing in the form set forth as Exhibit K, which shall:

7 A. Approve the settlement, adjudging the terms thereof to be fair, reasonable and
8 adequate, and directing consummation of its terms and provisions;

9 B. Approve Class Counsels' applications for the requested award of attorneys' fees
10 and costs and the Class Representatives' applications for incentive awards (The Non-Direct
11 Purchaser Class Counsel and the Direct Purchaser Class Counsel shall submit separate briefs in
12 support of their respective awards of attorneys' fees); and

13 C. Permanently bar Plaintiffs and Settlement Class Members from prosecuting against
14 Defendant, and other Released Parties from any and all Released Claims.

15 **XI. PARTIES' AUTHORITY**

16 The signatories represent that they are fully authorized to enter into this Agreement and
17 bind the Parties to its terms and conditions.

18 **XII. MUTUAL FULL COOPERATION**

19 A. The Parties agree to cooperate fully with each other to accomplish the terms of this
20 Agreement, including but not limited to, execution of such documents and the taking of such other
21 action as may reasonably be necessary to implement the terms of this Agreement. The Parties to
22 this Agreement shall use their best efforts, including all efforts contemplated by this Agreement
23 and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate
24 this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the
25 assistance and cooperation of Defendant and its counsel, shall take all necessary steps to secure the
26 Court's final approval of this Agreement.

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1 B. Defendant agrees that it will not attempt to discourage Settlement Class Members
2 from filing claims.

3 **XIII. NO ADMISSION**

4 This Agreement is not to be construed or deemed as an admission of liability, culpability,
5 negligence, or wrongdoing on the part of Defendant. Defendant denies all liability for claims
6 asserted in the Action. Each of the Parties has entered into this Agreement with the intention to
7 avoid further disputes and litigation with the attendant inconvenience and expenses. This
8 Agreement is a settlement document and shall, pursuant to Cal. Evid. Code §§ 1151 and 1152 be
9 inadmissible in evidence in any proceeding in order to establish liability. The preceding sentence
10 shall not apply to an action or proceeding to approve or enforce this Agreement.

11 **XIV. ENFORCEMENT ACTIONS**

12 The Court shall retain jurisdiction, and shall have exclusive jurisdiction, to enforce,
13 interpret and implement this Agreement, including any alleged violations of the Agreement, and
14 the terms of any order entered pursuant to this Agreement.

15 **XV. NOTICES**

16 Unless otherwise specifically provided, all notices, demands or other communications in
17 connection with this Agreement shall be in writing and shall be deemed to have been given as of
18 the third business day after mailing by United States registered or certified mail, return receipt
19 requested, addressed as follows:

20 Non-Direct Purchaser Class	Direct Purchaser Class	For Defendant
21 Ryan Clarkson Clarkson Law Firm, P.C. 22 9255 Sunset Blvd., Suite 804 23 Los Angeles, CA 90069	Robert Curtis Foley Bezek Behle & Curtis, LLP 15 West Carrillo Street Santa Barbara, CA 93101	Jeff Richardson Mitchell, Silberberg & Knupp LLP 11377 West Olympic Boulevard Los Angeles, CA 90064

24 **XVI. CONSTRUCTION**

25 The Parties agree that the terms and conditions of this Agreement are the result of arm's
26 length negotiations between the Parties and that this Agreement shall not be construed in favor of
27
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1 or against any Party by reason of the extent to which any Party or his or its counsel participated in
2 the drafting of this Agreement.

3 **XVII. MATERIAL TERMS; CAPTIONS**

4 Each term of this Agreement is a material term of the Agreement not merely a recital, and
5 reflects not only the intent and objectives of the parties but also the consideration to be exchanged
6 by the Parties hereunder. Paragraph titles or captions are inserted as a matter of convenience and
7 for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any
8 of its provisions.

9 **XVIII. INTEGRATION CLAUSE**

10 This Agreement contains the entire agreement between the Parties relating to the
11 settlement, and all prior or contemporaneous agreements, understandings, representations, and
12 statements, whether oral or written, and whether by a party or such party's legal counsel, are
13 extinguished.

14 **XIX. NON-EVIDENTIARY USE**

15 Neither this Agreement nor any of its terms shall be offered or received into evidence in
16 the Action, or in any other action or proceeding; provided, however, that nothing contained in this
17 section "non-evidentiary use" shall prevent this agreement from being used, offered, or received in
18 any proceeding to enforce, construe, or finalize this Agreement.

19 **XX. NO COLLATERAL ATTACK**

20 This Agreement shall not be subject to collateral attack by any Settlement Class Member
21 or any recipient of the notices to the Settlement Class after the final judgment. Such prohibited
22 collateral attacks shall include claims made after the Final Approval Hearing that a Settlement
23 Class Member's settlement amount was improperly calculated or adjusted.

24 **XXI. AMENDMENTS**

25 The terms and provisions of this Agreement may be amended only by a written agreement,
26 which is both (1) signed by the Parties who have executed this Agreement and (2) approved by the
27 Court.

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1 **XXII. GOVERNING LAW**

2 This Agreement shall be governed by, construed under, and interpreted and the rights of
3 the Parties determined in accordance with, the laws of the State of California, irrespective of the
4 State of California's choice of law principles.

5 **XXIII. BINDING ON ASSIGNS**

6 This Agreement shall be binding upon and inure to the benefit of the Parties and their
7 respective heirs, trustees, executors, administrators, successors, and assigns.

8 **XXIV. CLASS COUNSEL SIGNATORIES**

9 It is agreed that because the Settlement Class appears to be so numerous, it is impossible or
10 impractical to have each member of the class execute this Agreement. The notice plan set forth
11 herein will advise Settlement Class Members of all material terms of this Agreement, including
12 the binding nature of the releases and such shall have the same force and effect as if this
13 Agreement were executed by each Settlement Class Member.

14 **XXV. COUNTERPARTS**

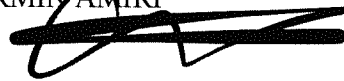
15 This Agreement may be executed in counterparts, and when each party has signed and
16 delivered at least one such counterpart, each counterpart shall be deemed an original, and, when
17 taken together with other signed counterparts, shall constitute one Agreement, which shall be
18 binding upon and effective as to all Parties and the Settlement Class.

19
20 **IN WITNESS WHEREOF**, the Parties have duly executed this Agreement as of the dates
21 indicated below:

22
23 **NON-DIRECT PURCHASER CLASS REPRESENTATIVE AND SETTLEMENT CLASS**
24 **COUNSEL:**

25 DATED: August 31, 2017

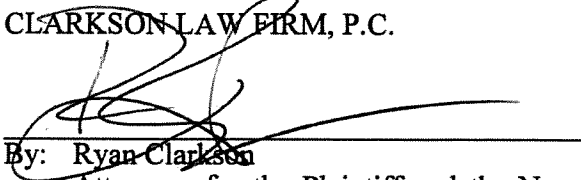
ARMIN AMIRI



Individually and on behalf of the Non-Direct Purchaser Settlement Class

1 DATED: August 31, 2017

CLARKSON LAW FIRM, P.C.



By: Ryan Clarkson
Attorneys for the Plaintiff and the Non-Direct Purchaser Settlement Class

6 **DIRECT PURCHASER CLASS REPRESENTATIVE AND SETTLEMENT CLASS**

7 **COUNSEL:**

8 DATED: August __, 2017

DONALD PUCKETT

Individually and on behalf of the Direct Purchaser Settlement Class

13 DATED: August __, 2017

PATRICK KAVANAUGH

Individually and on behalf of the Direct Purchaser Settlement Class

17 DATED: August __, 2017

THERESA CORDERO

Individually and on behalf of the Direct Purchaser Settlement Class

21 DATED: August __, 2017

JILL BRUNELLE

Individually and on behalf of the Direct Purchaser Settlement Class

25 DATED: August __, 2017

HEATHER DEWITT

Individually and on behalf of the Direct Purchaser Settlement Class

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DATED: August __, 2017

CLARKSON LAW FIRM, P.C.

By: Ryan Clarkson
Attorneys for the Plaintiff and the Non-Direct Purchaser Settlement Class

DIRECT PURCHASER CLASS REPRESENTATIVE AND SETTLEMENT CLASS COUNSEL:

DATED: August 31, 2017

DONALD PUCKETT



Individually and on behalf of the Direct Purchaser Settlement Class

DATED: August __, 2017

PATRICK KAVANAUGH

Individually and on behalf of the Direct Purchaser Settlement Class

DATED: August __, 2017

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DATED: August __, 2017

HEATHER DEWITT

Individually and on behalf of the Direct Purchaser Settlement Class

1 DATED: August __, 2017

CLARKSON LAW FIRM, P.C.

2

3

By: Ryan Clarkson
Attorneys for the Plaintiff and the Non-
Direct Purchaser Settlement Class

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6 DIRECT PURCHASER CLASS REPRESENTATIVE AND SETTLEMENT CLASS

7 COUNSEL:

8 DATED: August __, 2017

DONALD PUCKETT

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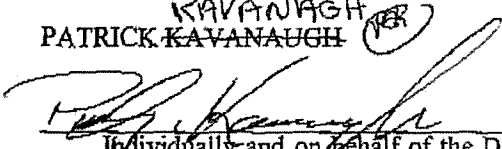
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Individually and on behalf of the Direct
Purchaser Settlement Class

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13 DATED: August __, 2017

^{KAVANAUGH}
PATRICK KAVANAUGH 
Individually and on behalf of the Direct
Purchaser Settlement Class

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THERESA CORDERO

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CLARKSON LAW FIRM, P.C.

2

3

By: Ryan Clarkson
Attorneys for the Plaintiff and the Non-Direct Purchaser Settlement Class

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5

6 **DIRECT PURCHASER CLASS REPRESENTATIVE AND SETTLEMENT CLASS**

7 **COUNSEL:**

8 DATED: August __, 2017

DONALD PUCKETT

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Individually and on behalf of the Direct Purchaser Settlement Class

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PATRICK KAVANAUGH

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Individually and on behalf of the Direct Purchaser Settlement Class

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17 DATED: August 30, 2017

THERESA CORDERO

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Individually and on behalf of the Direct Purchaser Settlement Class

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Individually and on behalf of the Direct Purchaser Settlement Class

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CLARKSON LAW FIRM, P.C.

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By: Ryan Clarkson
Attorneys for the Plaintiff and the Non-Direct Purchaser Settlement Class

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6 **DIRECT PURCHASER CLASS REPRESENTATIVE AND SETTLEMENT CLASS**

7 **COUNSEL:**

8 DATED: August __, 2017

DONALD PUCKETT

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Individually and on behalf of the Direct Purchaser Settlement Class

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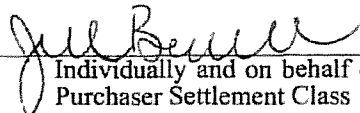
Individually and on behalf of the Direct Purchaser Settlement Class

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JILL BRUNELLE

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Individually and on behalf of the Direct Purchaser Settlement Class

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CLARKSON LAW FIRM, P.C.

2

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By: Ryan Clarkson
Attorneys for the Plaintiff and the Non-
Direct Purchaser Settlement Class

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6 **DIRECT PURCHASER CLASS REPRESENTATIVE AND SETTLEMENT CLASS**

7 **COUNSEL:**

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DATED: August __, 2017

DONALD PUCKETT

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Individually and on behalf of the Direct
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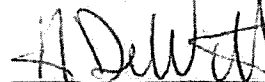
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DATED: August 31, 2017

HEATHER DEWITT

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Individually and on behalf of the Direct
Purchaser Settlement Class

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DATED: August 31, 2017

CHRISTIE KAUTSKY

Christie Kautsky

Individually and on behalf of the Direct Purchaser Settlement Class

DATED: August __, 2017

SUSAN BALMER

Individually and on behalf of the Direct Purchaser Settlement Class

DATED: August __, 2017

FOLEY BEZEK BEHLE & CURTIS, LLP

LOCKRIDGE GRINDAL NAUEN, P.L.L.P.

RICK KLINGBEIL, P.C.

BRADY MERTZ, P.C.

By: Robert Curtis
Attorneys for the Plaintiff and the Direct Purchaser Settlement Class

DEFENDANT:

DATED: August __, 2017

MY PILLOW, INC.

By: _____

APPROVED AS TO FORM:

DATED: August __, 2017

MITCHELL, SILBERBERG & KNUPP LLP

By: Jeffrey L. Richardson
Attorneys for Defendant My Pillow, Inc.

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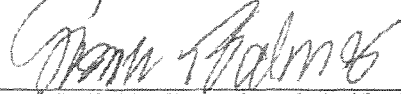
DATED: August __, 2017

CHRISTIE KAUTSKY

Individually and on behalf of the Direct
Purchaser Settlement Class

DATED: August 31, 2017

SUSAN BALMER



Individually and on behalf of the Direct
Purchaser Settlement Class

DATED: August 31, 2017

FOLEY BEZEK BEHLE & CURTIS, LLP

LOCKRIDGE GRINDAL NAUEN, P.L.L.P.

RICK KLINGBEIL, P.C.

BRADY MERTZ, P.C.



By: Robert Curtis
Attorneys for the Plaintiff and the Direct
Purchaser Settlement Class

DEFENDANT:

DATED: August __, 2017

MY PILLOW, INC.

By: _____

APPROVED AS TO FORM:

DATED: August __, 2017

MITCHELL SILBERBERG & KNUPP LLP

By: Jeffrey L. Richardson
Attorneys for Defendant My Pillow, Inc.

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DATED: August __, 2017

CHRISTIE KAUTSKY

Individually and on behalf of the Direct
Purchaser Settlement Class

DATED: August __, 2017

SUSAN BALMER

Individually and on behalf of the Direct
Purchaser Settlement Class

DATED: August __, 2017

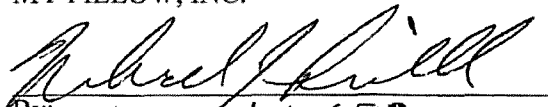
FOLEY BEZEK BEHLE & CURTIS, LLP
LOCKRIDGE GRINDAL NAUEN, P.L.L.P.
RICK KLINGBEIL, P.C.
BRADY MERTZ, P.C.

By: Robert Curtis
Attorneys for the Plaintiff and the Direct
Purchaser Settlement Class

DEFENDANT:

DATED: August 30, 2017

MY PILLOW, INC.


By: Michael J. Kindell, CEO

APPROVED AS TO FORM:

DATED: August __, 2017

MITCHELL, SILBERBERG & KNUPP LLP

By: Jeffrey L. Richardson
Attorneys for Defendant My Pillow, Inc.

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DATED: August __, 2017

CHRISTIE KAUTSKY

Individually and on behalf of the Direct
Purchaser Settlement Class

DATED: August __, 2017

SUSAN BALMER

Individually and on behalf of the Direct
Purchaser Settlement Class

DATED: August __, 2017

FOLEY BEZEK BEHLE & CURTIS, LLP
LOCKRIDGE GRINDAL NAUEN, P.L.L.P.
RICK KLINGBEIL, P.C.
BRADY MERTZ, P.C.

By: Robert Curtis
Attorneys for the Plaintiff and the Direct
Purchaser Settlement Class

DEFENDANT:

DATED: August __, 2017

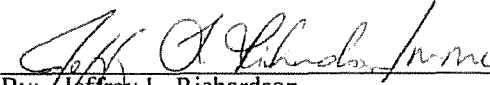
MY PILLOW, INC.

By: _____

APPROVED AS TO FORM:

DATED: August 31, 2017

MITCHELL, SILBERBERG & KNUPP LLP


By: Jeffrey L. Richardson
Attorneys for Defendant My Pillow, Inc.