

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the “Settlement” or the “Agreement”) is made and entered into by and between Plaintiffs Christina Wiley, Alexandria Lee, Tawney Briggs, and Christopher Korda (“Plaintiffs” or “Class Representatives”), individually and on behalf of the Settlement Class, on the one hand, and Defendant RugsUSA, LLC (“RugsUSA” or “Defendant”), on the other hand, in the action entitled *Wiley, et al. v. RugsUSA, LLC*, Case No. 6:23-cv-03250-SRB (W.D. MO), pending in the United States District Court for the Western District of Missouri (the “Court”).

### **I. DEFINITIONS**

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

A. “**Actions**” means *Wiley v. RugsUSA, LLC*, 6:23-cv-03250-SRB (W.D. Mo.); *Lee v. RugsUSA, LLC*, 3:23-cv-02412-JSC (N.D. Cal.); *Briggs v. RugsUSA LLC*, 2:23-cv-00982-TSZ (W.D. Wash.); and *Korda v. RugsUSA, LLC*, 3:23-cv-01026-AR (D. Or.).

B. “**Administration Fund**” means a fund that Defendant will pay or cause to be paid to the Settlement Administrator. The Administration Fund is an early payment towards Administration Costs (defined below) and payable from the Settlement Common Fund (defined below).

C. “**Administration Costs**” means the actual costs reasonably charged by the Settlement Administrator for its services as provided for in this Agreement, including, but not limited to, all costs of providing notice to persons in the Settlement Class, issuing Settlement Awards, processing Claim Forms, escrow fees, and the cost of maintaining a designated post office box for receiving Claim Forms. The Administrative Costs shall be paid out of the Settlement Common Fund.

D. “**CAFA Notice**” refers to the notice requirements imposed by 28 U.S.C. § 1715(b).

E. **“Cash Benefit(s)”** means a dollar payment, in the form of a check or electronic payment, to a Settlement Class Member who elected to receive a Cash Benefit through a valid Claim Form.

F. **“Cash Benefit Fund”** means the non-reversionary fund, the amount of which shall be established after the expiration of the Claim Period, which shall equal the total Cash Benefit to be awarded to all Settlement Class Members who elected to receive a Cash Benefit through a valid Claim Form.

G. **“Claim(s)” or “Claim Form(s)”** means the claim form submitted by a Settlement Class Member, in the form attached hereto as **“Exhibit C,”** which shall offer each Settlement Class Member a choice between receiving an automatic Credit Benefit or a Cash Benefit. Each Settlement Class Member who elects to receive the Cash Benefit must attest under penalty of perjury that they were a Missouri, California, Washington, or Oregon resident who purchased one or more products from RugsUSA.com during the Class Period. Failure to submit a completed Claim Form with all requested information shall result in such Settlement Class Member receiving Credit Benefit as the default option.

H. **“Claim Deadline”** means the date sixty (60) days after the Notice Deadline.

I. **“Claim Period”** means the time period in which Settlement Class Members may submit a Claim Form. The Claim Period begins on the Notice Deadline and expires on the Claim Deadline.

J. **“Claims Process”** means the process for Settlement Class Members’ submission of Claims, as described in Section III.

K. **“Class Counsel”** means Dovel & Luner, LLP and Bursor & Fisher P.A.

L. **“Class Notice”** means the types of notice that will be provided to the Settlement Class, as described in Section IV and ordered by the Court.

M. **“Class Period”** means May 17, 2020 to October 12, 2023 for California Class Members; June 30, 2019 to October 12, 2023 for Washington Class Members; July 13, 2022 to

October 12, 2023 for Oregon Class Members; and August 11, 2018 to October 12, 2023 for Missouri Class Members.

N. **“Credit Benefit(s)”** means the credit issued to each Settlement Class Member, unless the Settlement Class Member elects to receive a Cash Benefit, that can be applied toward any purchase made on RugUSA.com. Credit Benefits are subject to additional terms and conditions, as set forth in Section III.F. The Parties agree that, for purposes of Cal. Civ. Proc. Code § 1520.5, the Credit Benefit qualifies as a gift certificate under Cal. Civ. Code § 1749.45 *et seq.*, that does not expire, and that California’s escheat statute, Cal. Civ. Proc. Code § 1520, therefore does not apply to the Credit Benefit.

O. **“Effective Date”** means the last of the following dates: (a) all Parties have executed this Agreement; (b) the day after the Court has entered the Final Approval Order; and (c) the day after the date on which time to appeal or to seek permission to appeal from the Court’s approval of this Settlement has expired or, if appealed, approval of this Settlement has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review, or the day after the denial of a writ of certiorari to review the order and final judgment from any court making the Final Approval Order a final, non-appealable judgment.

P. **“Email Notice”** means notice of the proposed Settlement to be provided to Settlement Class Members substantially in the form attached hereto as **“Exhibit A”**

Q. **“Fairness Hearing”** or **“Final Approval Hearing”** means the hearing at or after which the Court will make a final decision whether to approve this Agreement and the Settlement set forth herein as fair, reasonable and adequate and to enter the Final Approval Order.

R. **“Final Approval”** means the date the Court finally approves the Settlement of the Actions, including but not limited to, the terms and conditions of this Agreement.

S. **“Final Approval Order”** means the order and judgment that the Court enters upon finally approving the Settlement in connection with the Fairness Hearing.

T. “**Long Form Notice**” means notice of the proposed Settlement to be provided to Settlement Class Members substantially in the form attached hereto as “**Exhibit B**.”

U. “**Mail Notice**” means notice of the proposed Settlement to be provided to Settlement Class Members by first class mail, if necessary, after the failure of Email Notice, in substantially the same form as “**Exhibit D**.”

V. “**Notice Deadline**” or “**Notice Date**” means the date on which the notice described in Section IV of the Agreement is first issued.

W. “**Objection/Exclusion Deadline**” means the deadline to object or seek exclusion from the Settlement.

X. “**Parties**” or “**Party**” means the Class Representatives and Defendant.

Y. “**Preliminary Approval**” means the date the Court preliminarily approves the Settlement of the Actions, including but not limited to, the terms and conditions of this Agreement.

Z. “**Preliminary Approval Order**” means the order to be submitted to the Court in connection with the preliminary approval hearing on the Settlement, the proposed form of which is attached hereto as “**Exhibit E**.”

AA. “**Released Claims**” means all claims to be released pursuant to Section III.D of this Agreement.

BB. “**Settlement Administrator**” means the third-party agent or administrator agreed to by the Parties and appointed by the Court. The Parties agree that, subject to the Court’s approval, an independent entity shall be retained to implement the Class Notice and Claims administration requirements of this Agreement.

CC. “**Settlement Award**” means a Credit Benefit or Cash Benefit provided to an eligible Settlement Class Member pursuant to Section III.E. of this Agreement.

DD. “**Settlement Class**” means:

1. all persons who, while in the state of California, purchased one or more products advertised as being subject to a purported discount on Defendant’s website RugsUSA.com from May 17, 2020 to October 12, 2023 (“California Settlement Subclass”); and

2. all persons who, while in the State of Washington, purchased one or more products advertised as being subject to a purported discount on Defendant's website RugsUSA.com from June 30, 2019 to October 12, 2023 ("Washington Settlement Subclass"); and

3. all persons who, while in the State of Oregon purchased one or more products advertised as being subject to a purported discount on Defendant's website RugsUSA.com from July 13, 2022 to October 12, 2023 ("Oregon Settlement Subclass"); and

4. all persons who, while in the State of Missouri purchased one or more products advertised as being subject to a purported discount on Defendant's website RugsUSA.com from August 11, 2018 to October 12, 2023 ("Missouri Settlement Subclass").

Excluded from the Settlement Class are all persons who validly opt out of the Settlement in a timely manner; governmental entities; counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, independent service providers and all of its respective employees, officers, and directors; the presiding judge in the Actions or judicial officer presiding over the matter, and all of their immediate families and judicial staff; and any natural person or entity that entered into a release with Defendant prior to the Effective Date arising from the same representations, advertising, marketing and/or sales on the Defendant's website, www.RugsUSA.com, underlying the claims in the operative complaint in the Actions.

EE. **"Settlement Class Member(s)"** means any member of the Settlement Class.

FF. **"Settlement Common Fund"** means the non-reversionary common fund created by Defendant in the amount equal to 14.25% of Defendant's revenue from sales of products to Settlement Class Members during the Class Period. This amounts to approximately \$14,268,403. Defendant has agreed to pay this amount in exchange for a full release and dismissal of the Actions with prejudice. The Settlement Common Fund will be used to fund Settlement Awards (Cash and Credit Benefits) and Administration Costs, as well as attorneys' fees and costs to Plaintiffs' counsel, and incentive awards to Plaintiffs as awarded by the Court. The Settlement Common Fund represents the total extent of Defendant's monetary obligations under the Agreement, and

Defendant shall not have any other monetary obligation related to or arising out of the Actions or the Agreement.

GG. “**Settlement Website**” means the website to be established by the Settlement Administrator for purpose of providing notice, Claim Forms, and other information regarding this Agreement, as described in Section IV.C.

HH. “**Website Notice**” means the notice made available on the Settlement Website pursuant to Section IV.C. of this Agreement, including the Long Form Notice.

## **II. LITIGATION BACKGROUND**

A. Plaintiffs allege that, during the Class Period, Defendant deceptively advertised various discounts of its products on its website. Based on these allegations, the Actions were filed in California, Washington, Oregon, and Missouri on May 17, June 30, July 13, and August 11, 2023, respectively. The Actions allege violations of certain California, Washington, Oregon, and Missouri consumer protection statutes, and claims for breach of contract, breach of express warranty, and unjust enrichment. Plaintiffs seek injunctive relief, compensatory damages, and restitution in amounts by which Defendant was allegedly unjustly enriched based on its product sales.

B. Defendant expressly denies any liability or wrongdoing of any kind or that Plaintiffs or any putative class member has been damaged in any amount or at all in connection with the claims alleged in the Actions, and further contends that, for any purpose other than Settlement, the Actions are not appropriate for class treatment. Defendant does not admit or concede any actual or potential fault, wrongdoing, or liability against it in the Actions or any other actions. Defendant maintained during the entire pendency of the Actions, and continues to maintain, that the challenged advertising practices are not deceptive or misleading as a matter of law.

C. The Parties engaged in negotiations over a seven-month period relating to the facts and legal issues in the Actions. Although the Parties agreed to stay formal discovery and case deadlines, the Parties exchanged informal discovery, including detailed financial and sales records

relevant to the claims and alleged damages. Plaintiffs' counsel represents that they spent significant time and effort analyzing these detailed records, and enlisted the help of an expert witness to assist them in doing so. The Parties also prepared and exchanged comprehensive mediation briefs that discussed the claims, defenses, and alleged damages in detail, followed by an in-person mediation in Los Angeles on November 10, 2023, with the Honorable Louis Meisinger (Retired) of Signature Resolution. The Parties reached a tentative agreement on most issues but continued to engage in extensive and contentious negotiations over the following three weeks, until a settlement was finally reached. A term sheet was executed on December 1, 2023. As a result of these lengthy, substantive, and good faith negotiations, Class Counsel was able to assess thoroughly the claims of the Settlement Class Members, Defendant's marketing practices, and Defendant's defenses.

D. Based on the above-outlined investigation and litigation, the current state of the law, the expense, burden, and time necessary to prosecute the Actions through trial and possible appeals, the risks and uncertainty of further prosecution of the Actions considering the defenses at issue, the sharply contested legal and factual issues involved, and the relative benefits to be conferred upon the Settlement Class Members pursuant to this Agreement, Plaintiffs and Class Counsel have concluded that a Settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of all known facts and circumstances.

E. Defendant and Defendant's counsel recognize the expense and length of continued proceedings necessary to continue the Actions through trial and through possible appeals. Defendant also recognizes that the expense and time spent pursuing the Actions has and will further detract from resources that may otherwise be used to run Defendant's business. While Defendant denies any wrongdoing or liability arising out of any of the facts or conduct alleged in the Actions and believes that it has valid defenses to Plaintiffs' claims, Defendant has determined that the Settlement is fair, adequate, and reasonable.

F. Based on the foregoing, which the Parties expressly incorporate as material terms of the Agreement, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Actions which exist between the Parties. Therefore, it is the intention of Plaintiffs and the Settlement Class that this Agreement shall constitute a full and complete Settlement and release of the Released Claims against Defendant.

### **III. TERMS OF SETTLEMENT**

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

A. Consolidation of the Actions for Settlement Purposes: To promote efficiency and conserve judicial and party resources, Plaintiffs shall dismiss the *Lee*, *Briggs*, and *Korda* cases without prejudice and shall file a consolidated complaint in the *Wiley* case naming each of the Class Representatives as named Plaintiffs. The Parties shall seek approval of the Settlement in the *Wiley* case. Defendant will not contest personal jurisdiction or venue in the *Wiley* case as to any Class Representative or Class Member for settlement purposes only. The claims dismissed without prejudice in *Lee*, *Briggs*, and *Korda* and added to *Wiley* in accordance with this provision shall be treated for all purposes as though they were filed as of the date of the *Lee*, *Briggs*, and *Korda* complaints, respectively, for settlement purposes.

B. Conditional Certification of Class. For settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant, and solely pursuant to the terms of this Agreement, the Parties consent to and agree to the establishment of a conditional certification of the Settlement Class, pursuant to Federal Rule of Civil Procedure 23(b)(3).

C. Certification is Conditional. This certification is conditional on the Court's approval of this Agreement. In the event the Court does not approve all terms of the Agreement, or if the Agreement is voluntarily or involuntarily terminated for any reason, then certification of the Settlement Class shall be void and this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall



become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Actions or in any other case or controversy. And, in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement, and Defendant has not and shall not be deemed to have waived any opposition or defenses it has to any aspect of the claims asserted herein or to whether those claims are amenable to class-based treatment. In addition, in such an event, Plaintiffs may re-file the *Lee*, *Briggs*, and *Korda* actions within 30 days, and, if Plaintiffs do so, the Parties agree that those re-filed actions shall be treated as though they were filed as of the initial filing date of the *Lee*, *Briggs*, and *Korda* actions respectively for all purposes, including for purposes of any statute of limitation defense as to Plaintiffs' claims and as to the claims of any unnamed putative class members. Defendant supports certification of the Settlement Class for settlement purposes only. In the event the Settlement is not preliminarily approved, the Parties agree to resume settlement discussions in good faith for at least 14 days. If after 14 days the Parties have not agreed to amended settlement terms, then all pre-trial and trial deadlines and dates shall be reset by the Court. The Parties agree to provide the Court with a proposed schedule within 14 days after an order of the Court denying preliminary approval.

D. Settlement Class Member Information. Defendant will provide the Claims Administrator a customer list of Settlement Class members, including name, email address, the shipping address associated with each Settlement Class Member's most recent purchase to a California, Washington, Oregon, and Missouri address, and a list of all purchases (including the amount paid) by the Settlement Class Members on [www.RugsUSA.com](http://www.RugsUSA.com) during the Class Period, for the purpose of administering the Settlement reached pursuant to this Agreement.

E. Releases.

1. Release of Defendant. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Plaintiffs and the Settlement Class shall fully release and discharge

Defendant and all its present and former parent companies, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, affiliates, successors, personal representatives, heirs and assigns, retailers, suppliers, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels, but only in their capacity as such (together, the “Discharged Parties”) from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, arising under federal, state, or local law, that Plaintiffs or Settlement Class Members ever had, now have, or may have against the Discharged Parties in any other court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of or arising from the Discharged Parties’ representations, advertising, marketing and/or sales on the Defendant’s website, [www.RugsUSA.com](http://www.RugsUSA.com), during the Class Period, which were alleged in the operative complaint, or which arise from the same facts and claims alleged in the operative complaint in the Actions. This is notwithstanding that Plaintiffs and the Settlement Class acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Released Claims herein. The Released Claims shall include, but are not necessarily limited to, all claims that have or could have been asserted by any or on behalf of any Settlement Class Member in the Actions and that are based on or arise out of the same factual predicate as the Actions.

2. Class Representatives’ Release of Unknown Claims. Plaintiffs expressly understand and acknowledge that certain principles of law, including but not limited to Section 1542 of the Civil Code of the State of California, provide that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs hereby agree that the provisions of all such principles of law or similar federal or state laws, rights, rules or legal principles, are hereby knowingly and voluntarily waived, relinquished and released by Plaintiffs.

F. Compensation to the Settlement Class.

1. Benefits to Settlement Class Members: Subject to the rights, terms, and conditions of this Agreement, after distribution and payment of Administration Costs, attorneys' fees and costs, and incentive awards, all money in the Settlement Common Fund will be distributed to Settlement Class Members in proportion to their total purchases made on RugsUSA.com during the Class Period. Accordingly, payment to each Class Member will amount to 14.25% of their past purchases, minus that Class Member's proportional share of Administration Costs, attorneys' fees and costs, and incentive awards. Defendant will make a payment to each Settlement Class Member in either cash (Cash Benefit) or RugsUSA credit (Credit Benefit).

2. Credit Benefit Delivery: Unless a Settlement Class Member submits a valid Claim Form electing to receive payment in the form of a Cash Benefit, the appropriate Credit Benefit amount will automatically be provided to Settlement Class Members without any requirement to fill out a claim form or take any other affirmative action. Credit Benefits will be automatically applied to Settlement Class Members' RugsUSA accounts and the Settlement Administrator shall send the Settlement Class Member an email to the email address associated with the account informing the Settlement Class Member that the credit has been applied to the account and providing instructions on how to use it. That email sent by the Settlement Administrator will also contain instructions to access the account to which the Credit Benefit has been applied. If the email to a Settlement Class Member giving notice of the Credit Benefit bounces back, the Settlement Administrator will send notice of the Credit Benefit via first class mail to the shipping address provided by Defendant for that Settlement Class Member with instructions on how to claim the Credit Benefit.

3. Use of Credit Benefits: Credit Benefits can be used toward any purchase by the Settlement Class Member made on RugsUSA.com (including any shipping and handling fees

or taxes that may apply), can be combined with any other discount or offer, do not expire, and will be tied to the account to which they are applied. If Credit Benefits used in connection with an order exceed the total amount of the order (including any shipping and handling fees or taxes that may apply), then any unused Credit Benefit will remain in the Settlement Class Member's account and can be applied toward future purchases. If a Credit Benefit used in connection with an order is less than the total amount of the order, then the Settlement Class Member using the Credit Benefit is responsible for the balance of the purchase amount that exceeds the Credit Benefit amount, including any shipping and handling fees and taxes that may apply.

4. Cash Benefit Election and Delivery: If a Settlement Class Member submits a valid Claim Form and elects to receive Cash Benefits, the Settlement Class Member will receive the payment they are due under this Agreement in the form of Cash Benefits rather than Credit Benefits.

G. Settlement Administration and Notice.

1. All notice, publication, and claims administration activities shall be carried out exclusively by the Settlement Administrator.

2. Claim Process. Settlement Class Members may elect to receive a Cash Benefit instead of a Credit Benefit by submitting a valid Claim Form to the Settlement Administrator via a web form on the Settlement Website during the Claim Period and choosing to receive a Cash Benefit. Settlement Class Members may, at their option, submit a paper Claim Form, which will be accepted upon receipt as valid by the Settlement Claims Administrator if the claim is otherwise valid. Settlement Class Members who do not submit a Claim Form electing to receive payment in the form of a Cash Benefit shall receive payment in the form of Credit Benefit as the default option.

The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims. This may include measures such as using a class member identifier to access and file claims and/or validating claims against Defendant's records. The Settlement Administrator shall have the right to audit Claims, and the Settlement

Administrator may request additional information from Settlement Class Members submitting Claims. If any Settlement Class Member submits a Claim Form and elects to receive the Cash Benefit but fails to attest under penalty of perjury that they were a California, Washington, Oregon, or Missouri resident who purchased one or more products from RugsUSA.com during the Class Period and the claim is otherwise valid, the Cash Benefit election shall be denied, and such Settlement Class Member shall instead receive payment in the form of Credit Benefit. The Settlement Administrator shall maintain records of all Claim Forms until one hundred and twenty (120) days after all valid Claims have been finally resolved and the Settlement Administrator has issued payment to those Settlement Class Members who submitted valid Claims and elected to receive a Cash Benefit, and such records will be made available upon request to Class Counsel and Defendant's counsel at the end of the one hundred twenty (120) day period. The Settlement Administrator also shall provide such reports, declarations, and such other information to the Court as the Court may require or as Class Counsel or Defendant's counsel requests.

3. Final Tally. The Settlement Administrator shall provide weekly reports to counsel for Defendant and Plaintiffs stating the number of Claims received, the number of Claims electing the Cash Benefit option, the number of any Claims electing the Cash Benefit option that have been denied, the name of any class member(s) that have submitted a valid opt-out request, and the name of any class member(s) that submitted an invalid opt-out request. Within **seven (7) calendar** days after the close of the Claim Period, the Settlement Administrator shall provide the Parties with the total number of valid and timely Claims received and approved electing the Cash Benefit option. The Settlement Administrator shall separately provide to Defendant, but not Class Counsel, the identities of each such Settlement Class Member and those that have excluded themselves from the Settlement Class.

4. Calculation of Cash Benefit Fund and Credit Benefit Amounts. Within **fourteen (14) calendar** days after the close of the Claim Period, the Settlement Administrator shall provide Defendant with (a) a schedule of the Cash Benefit amounts to be paid to each Settlement Class Member who submitted a valid and timely Claim electing the Cash Benefit

option, including the total amount of such Cash Benefit payments, which shall establish the amount of the Cash Benefit Fund; and (b) for each Settlement Class Member not receiving a Cash Benefit, a schedule of the Credit Benefit amounts payable to that Settlement Class Member under this Agreement. The Settlement Administrator shall separately provide to Class Counsel anonymized versions of the above-referenced schedules after removing identifying information of the Settlement Class Members from such schedules.

H. Payment Schedule. In settlement of the claims of Plaintiffs and the Settlement Class Members, Defendant shall remit payment on the following schedule:

1. Within **fourteen (14) calendar days** of Preliminary Approval, Defendant shall pay sums to cover the reasonable Administration Expenses (the Administration Fund) into an escrow account established by the Settlement Administrator. The Administration Fund comprises part of the Settlement Common Fund. The Administration Fund shall serve as an advance payment towards the costs of Class Notice and the Claims Process, including exclusions and objections. Defendant shall pay sums to cover any additional reasonable Administration Expenses to the Settlement Administrator out of the Settlement Common Fund as they become due. Any additional payments owed to the Settlement Administrator are also part of the Settlement Common Fund.

2. Within **thirty (30) calendar days** of the Effective Date, Defendant shall pay or cause to be paid as directed by the Settlement Administrator an amount equal to the Cash Benefit Fund, and shall pay or cause to be paid the award of reasonable attorneys' fees and costs as approved by the District Court, plus any incentive awards as approved by the District Court, to Dovel & Luner, LLP by wire transfer.

3. Within **forty-five (45) calendar days** of the Effective Date, or by September 16, 2024, whichever occurs last, the Settlement Administrator shall provide notice of the Credit Benefit to the Class and Defendant shall provide the Credit Benefit to the account of each Settlement Class Member not receiving the Cash Benefit in the manner described above in Section III.E.3 above.

4. Within **forty-five (45) calendar days** of the Effective Date, the Settlement Administrator shall disperse the Cash Benefit Fund by providing the Cash Benefit to those Settlement Class Members that validly selected the Cash Benefit.

5. If an appeal is filed, which delays the Effective Date, then within **thirty (30) calendar days** of the filing of the notice of appeal, Defendant shall pay into an interest bearing escrow account an amount equal to the Cash Benefit Fund, plus the award of reasonable attorneys' fees and costs as approved by the District Court, plus any incentive awards as approved by the District Court. The Parties, along with the Settlement Administrator, will mutually agree upon an appropriate escrow agent and all fees and costs associated with setting up the escrow account shall be deemed Administration Costs. On the Effective Date, the Parties, along with the Settlement Administrator shall request that the escrow agent disperse the funds in a manner consistent with this Agreement, with any interest generated by the escrow account being paid to Defendant.

I. Attorneys' Fees/Costs and Class Representative Enhancement.

1. After the Court preliminarily approves the Settlement, Class Counsel may move the Court for an award of attorneys' fees and reasonable costs and expenses of up to \$2,853,680 (i.e., 20% of the Settlement Common Fund). The actual amount of attorneys' fees, costs, and expenses to be awarded is in the discretion of the Court. Defendant may challenge or oppose the amount of fees requested by Class Counsel (i.e., may ask the Court to award Class Counsel less than the amount requested). Class Counsel shall be entitled to payment of any attorneys' fees and reasonable costs and expenses awarded by the Court out of the Settlement Common Fund. Class Counsel shall not be entitled to interest on any amount sought at any time. Court approval of attorneys' fees, costs, and expenses, or their amount, will not be a condition of the Settlement. In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees, expenses, and costs in the amounts requested, the remaining amounts shall not revert to Defendant, and shall stay in the Settlement Common Fund for proportional distribution to the Class in the form of Cash Benefits and Credit Benefits, and the remaining provisions of this Agreement shall remain in full force and effect.

2. Named Plaintiffs Christina Wiley, Alexandria Lee, Tawney Briggs, and Christopher Korda may also apply to the Court for incentive awards each in an amount not to exceed \$2,500 each, for their participation as Class Representatives, to be paid from the Settlement Common Fund. Court approval of the incentive awards, or their amount, will not be a condition of the Settlement.

3. Plaintiffs and Class Counsel agree to provide Defendant all identification information necessary to effectuate the payment of the fees and costs including, but not limited to, Taxpayer Identification Number(s), and completed Internal Revenue Service Form(s) W-9. Attorneys' fees and incentive awards shall be paid to Class Counsel and Plaintiffs Christina Wiley, Alexandria Lee, Tawney Briggs, and Christopher Korda in accordance with Section H above.

4. Except for the fees and costs to be paid to Class Counsel and Plaintiffs as specifically provided in this Agreement as part of the Settlement Common Fund, Defendant does not agree to pay and shall not be responsible or liable for the payment of any attorneys' fees and expenses of Class Counsel, Plaintiffs, the Settlement Class, and Settlement Class Members, any person or entity that may object to the Agreement, or any attorney who may represent any person or entity that may object to the Agreement, in connection with the Actions or any Released Claim.

#### **IV. NOTICE TO THE SETTLEMENT CLASS**

The Settlement Administrator shall provide Class Notice in the forms approved by the Court, as detailed below, no later than the Notice Deadline.

A. Email Notice. The Settlement Administrator shall provide for Email Notice by sending an email substantially in the form of **Exhibit A** to the email addresses for Settlement Class Members identified by Defendant. Defendant is in possession of approximately 332,475 such email addresses. This contact information will be shared with the Settlement Administrator but not Class Counsel.

B. Mail Notice. If an original Email Notice is returned as undeliverable, the Settlement Administrator will send a postcard notice in substantially the same form as **Exhibit D** via first class U.S. mail, postage pre-paid to the shipping address provided by Defendant and



associated with the Settlement Class Member's most recent purchase on RugsUSA.com. Mail Notices will instruct Settlement Class Members to provide the Claims Administrator with a current email address for settlement purposes only.

C. Website Notice. The Settlement Administrator will establish and maintain the Settlement Website. The Settlement Website will be dedicated to the Settlement. On the Settlement Website will be posted the Long Form Notice, the Claim Form, a copy of this Agreement, the Preliminary Approval Order, and any other materials the Parties agree to include. The Settlement Website shall also provide for the straightforward and user-friendly online submission of Claim Forms, and instructions as to how to access the case docket via PACER or in person at any of the Court's locations. The Settlement Website will also explain Settlement Class Members' right to opt out of or object to the Settlement, and provide the dates to opt out of or object to the Settlement. The Settlement Website shall also state the date of the Fairness Hearing, that the date may change without further notice, and that Settlement Class Members should be advised to check the Settlement Website or the Court's PACER site to confirm that the date has not been changed. These documents and information shall be available on the Settlement Website no later than the Notice Deadline and remain until 30 days after distribution of all Settlement Awards. The Settlement Website shall not include any advertising and shall not bear or include Defendant's logo or trademarks.

D. Toll-Free Number. The Settlement Administrator shall establish and host an automated case-specific toll-free number to allow Class Members to learn more and to request further information about the Actions.

E. CAFA Notice. The Settlement Administrator shall be responsible for timely compliance with all CAFA notice requirements. The Settlement Administrator and the Parties shall work together in good faith to come to agreement regarding the form and content of, and secure any necessary court approval of, the CAFA Notice. All costs associated with effectuating CAFA Notice, including but not limited to postage and printing, shall be deemed Administration Costs and paid exclusively from the Settlement Common Fund.

F. Defendant agrees to cooperate with Class Counsel and the Settlement Administrator in an effort to reasonably manage and reduce Administration Costs.

**V. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT**

A. Objections. Only Settlement Class Members may object to the Settlement. A Settlement Class Member who wishes to object to the Settlement must do so in writing by the Objection/Exclusion Deadline. All written objections and supporting papers must (a) contain and clearly identify the case name and number; and (b) be submitted to the Court either by mailing them to the Clerk of Court using the following address: United States District Court for the Western District of Missouri, *Wiley, et al. v. RugsUSA, LLC*, Case No. 6:23-cv-03250-SRB, 400 East Ninth Street, Kansas City, Missouri 64106, or by filing them in person with the Clerk of Court at that same address. Written objections must also contain: (1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by legal support for the objection (if any); (3) any papers, briefs or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; (6) proof of membership in the Class, or a signed statement attesting, under penalty of perjury, that they were a California, Washington, Oregon, or Missouri resident who purchased one or more products from Defendant during the Class Period; (7) a list of all objections filed by the objector and his or her counsel to class action settlements in the last three years; and (8) the signature of the Settlement Class Member and her or his counsel, if any. No Settlement Class Member shall be heard at the Fairness Hearing (whether individually or through separate counsel) unless written notice of the Settlement Class Member's intention to appear at the Fairness Hearing, and copies of any written objections or briefs, have been timely submitted to the Court. The date of the postmark on the mailing envelope or a legal proof of service accompanied by a file-stamped copy of the submission shall be the exclusive means used to determine whether an objection and/or notice of intention to appear has been timely filed and served. In the event

that the postmark is illegible, the objection and/or notice to appear shall be deemed untimely unless it is received by the Court within **two (2) calendar days** of the Objection/Exclusion Deadline. Settlement Class Members who fail to timely submit a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Class Counsel shall, at least **fourteen (14) calendar days** (or such other number of days as the Court shall specify) before the Fairness Hearing, file any responses to any written objections submitted to the Court by Settlement Class Members in accordance with this Agreement.

B. Procedure for Requesting Exclusion. Settlement Class Members who wish to opt out of this Settlement must submit a written statement to the Settlement Administrator by the Objection/Exclusion Deadline. To be valid, each request for exclusion must: (a) state the Settlement Class Member's name, address, and phone number; (b) be personally signed by the Settlement Class Member and not the Settlement Class Member's attorney or anyone acting on the Settlement Class Member's behalf; and (c) include the statement "I/we request to be excluded from the class settlement in *Wiley v. RugsUSA, LLC*, 6:23-cv-03250-SRB (W.D. Mo.)." No "class" or "mass" exclusions shall be permitted. Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be null, void, and ineffective. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Settlement Class Member's opt-out/exclusion request has been timely submitted. In the event that the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Settlement Administrator within **two (2) calendar days** of the Objection/Exclusion Deadline. Any Settlement Class Member who properly opts out of the Settlement Class using this procedure will not be entitled to any Settlement Award, will not be bound by the Settlement, and will not have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement and any final

judgment entered in this litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement.

C. Termination Right. In its sole discretion and at its sole option, Defendant has the unconditional right, but not the obligation, to terminate this Agreement if the total number of opt-outs exceeds 5,000 persons in the Settlement Class.

The Parties agree that third-party discovery of any kind (formal or informal) shall not be propounded or pursued through the date the Final Approval Order is entered by the Court, unless otherwise agreed by all Parties.

Either Party may terminate the Settlement if the Court orders a notice program that deviates substantially from the notice program discussed in this Agreement, including without limitation a notice plan that requires additional third-party discovery or additional notice unduly burdensome to Defendant.

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

## **VI. PRELIMINARY APPROVAL OF SETTLEMENT**

Following full execution of this Agreement, the Parties will move the Court for entry of the Preliminary Approval Order, which shall specifically include provisions that: (a) preliminarily approve the Settlement as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for Settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for Settlement purposes only; (c) approve the forms of Class Notice and find that the notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (d) direct that notice be provided to the Settlement Class, in accordance with this

Agreement, by the Notice Deadline; (e) establish a procedure for persons in the Settlement Class to object to the Settlement or exclude themselves from the Settlement Class by the Objection/Exclusion Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene; (f) approve the Claim Form and the Claims Process described herein, and set a deadline for timely submission of claims; (g) pending final determination of whether the Settlement should be approved, bar all persons in the Settlement Class, directly, on a representative basis or in any other capacity, from commencing or prosecuting against any of the Discharged Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims; (h) pending final determination of whether the Settlement should be approved, stay all proceedings in the Actions except those related to effectuation of the Settlement; (i) schedule the Fairness Hearing on Final Approval of the Settlement, and rule on the Motion for Final Approval and Motion for Attorneys' Fees and Incentive Awards as soon as practicable; and (j) provide that, in the event the proposed Settlement set forth in this Agreement is not approved by the Court, or in the event that this Agreement becomes null and void pursuant to its terms, this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Actions or in any other case or controversy; and (k) that in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement. In the event the Court does not enter the Preliminary Approval Order described herein, or decides to do so only with modifications, then this entire Agreement shall become null and void, unless the Parties hereto agree in writing to proceed with this Agreement as modified.

## **VII. FINAL APPROVAL OF SETTLEMENT**

Not later than **seventy-five (75) calendar days** after Preliminary Approval, the Parties shall file a Motion for Final Approval of the Settlement. Plaintiffs shall request that the Court

enter the Final Approval Order, which shall specifically include provisions that: (a) finally approve the Settlement as fair, reasonable and adequate to the Settlement Class Members; (b) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (c) approve the plan of distribution of the Settlement Awards; (d) finally certify the Settlement Class; (e) confirm that Plaintiffs and the Settlement Class Members have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Released Claims against the Discharged Parties; and (f) dismiss the Actions with prejudice, without costs to any Party, except as provided in this Agreement, and subject to the Court's retaining continuing jurisdiction over the Parties for the purpose of enforcement of the terms of this Agreement.

#### **VIII. UNCASHED SETTLEMENT AWARDS**

To the extent Settlement Awards are provided by check instead of electronically, the expiration date for settlement checks will be 180 calendar days from the date the settlement checks are issued, unless otherwise extended by agreement of the Parties. Un-cashed settlement checks may be reissued where appropriate, including where the Settlement Class member states that he or she never received the check, in which case the Settlement Administrator will stop payment on the uncashed check and re-issue the check. Any funds remaining because of un-cashed checks shall will be sent by the Settlement Administrator to National Consumer Law Center and will not revert to Defendant.

#### **IX. PARTIES' AUTHORITY**

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

#### **X. MUTUAL FULL COOPERATION**

The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and the taking of such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to

this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the assistance and cooperation of Defendant and its counsel, shall take all necessary steps to secure the Court's final approval of this Agreement. Defendant agrees that Defendant will not attempt to discourage Settlement Class Members from filing claims.

#### **XI. NO ADMISSION**

This Agreement is not to be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all liability for claims asserted in the Actions. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a settlement document and shall, pursuant to Fed. R. Evid. 408 and related or corresponding state evidence laws, be inadmissible in evidence in any proceeding, action, arbitration, or hearing, including without limitation any litigation or regulatory proceeding or action, to establish liability. The preceding sentence shall not apply to an action or proceeding to approve or enforce this Agreement.

#### **XII. NOTICES**

Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be in writing and shall be deemed served on the date of mailing by United States registered or certified mail, return receipt requested, addressed as follows:

<b><u>For The Class</u></b>	<b><u>For Defendant</u></b>
Simon Franzini DOVEL & LUNER, LLP 201 Santa Monica Blvd., Suite 600 Santa Monica, California 90401 simon@dovel.com	Thomas McCormick Vorys, Sater, Seymour and Pease, LLP 4675 MacArthur Court, Suite 700 Newport Beach, CA 92660 tnmccormick@vorys.com

**XIII. CONSTRUCTION**

The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations and drafting by and between the Parties, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement.

**XIV. MATERIAL TERMS; CAPTIONS**

Each term of this Agreement is a material term of the Agreement not merely a recital, and reflects not only the intent and objectives of the Parties but also the consideration to be exchanged by the Parties hereunder.

Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

**XV. INTEGRATION CLAUSE**

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

**XVI. PUBLIC STATEMENTS**

The Parties and their counsel shall make no comments to media or press with respect to the substance of the Agreement at any time (including but not limited to press releases), except as required by law. In addition, the Parties and their counsel shall not make, publish, circulate or cause to be made, published or circulated any statements that (i) disparage Plaintiffs, Defendant, or their counsel, or (ii) represent or suggest that this Agreement or any order by the Court regarding the Settlement or this Agreement represents or implies any wrongdoing by, or any admission of liability by, Defendant, or a finding by the Court of liability or wrongdoing.

**XVII. NON-EVIDENTIARY USE**

Neither this Agreement nor any of its terms shall be offered or received into evidence in the Actions, or in any other action or proceeding; provided, however, that nothing contained in



this section shall prevent this Agreement from being used, offered, or received in any proceeding to enforce, construe, or finalize this Agreement.

#### **XVIII. NO COLLATERAL ATTACK**

This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices to the Settlement Class after the judgment and dismissal is entered. Such prohibited collateral attacks shall include claims that a Settlement Class Member's Settlement Award was improperly calculated or adjusted or that a Settlement Class Member failed to receive timely notice of the procedure for disputing the calculation of the individual Settlement Award or failed to submit a timely dispute letter for any reason.

#### **XIX. AMENDMENTS**

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

#### **XX. ASSIGNMENTS**

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party or Settlement Class Member without the express written consent of each other Party hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and Settlement Class Members under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

#### **XXI. GOVERNING LAW**

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

#### **XXII. BINDING ASSIGNS**

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

**XXIII. CONFIDENTIALITY**

Class Counsel and Defendant's counsel of record in the Actions warrant and represent that they have not shared any information regarding the substance of this Settlement or confidential information learned in the Actions with any third party, beyond what was permitted under the Stipulated Protective Order in the Actions. Nothing in this Agreement changes the terms of the Stipulated Protective Order or the Parties' obligations thereunder, and the Parties and their counsel continue to be bound by the Stipulated Protective Order.

**XXIV. TAX CONSEQUENCES**

No opinion concerning the tax consequences of this Settlement to any Settlement Class Member is given or will be given by Defendant, Defendant's counsel, or Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. The Class Notice will direct Settlement Class Members to consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

**XXV. CLASS COUNSEL SIGNATORIES**

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

**XXVI. SETTLEMENT TIMELINE**

For the Court's and the Parties' convenience, the pertinent deadlines contained in this Agreement are listed below.

<b><u>Item</u></b>	<b><u>Deadline</u></b>
Filing of Consolidated Complaint	On or before February 5, 2024
Filing of Motion for Preliminary Approval	21 days after filing of Consolidated Complaint
Funding of Administration Fund	14 days after Preliminary Approval
Notice Deadline/Notice Date	30 days after Preliminary Approval
Plaintiffs' Motion for Attorneys' Fees and Incentive Awards	45 days after Preliminary Approval
Objection/Exclusion Deadline	60 days after Preliminary Approval
Motion for Final Approval	75 days after Preliminary Approval
Claim Deadline	90 days after Preliminary Approval
Final Tally	7 days after Claim Deadline
Fairness Hearing	The Parties shall request that the Court hold a Final Fairness Hearing and rule on the Motion for Final Approval and Motion for Attorneys' Fees and Incentive Awards as soon as practicable after filing.
Effective Date	The day after the date the Final Approval Order becomes a final, non-appealable judgment.
Payment of Cash Benefit Fund and award of attorneys' fees, costs, and incentive award (to the Settlement Administrator and Class Counsel if no appeal is filed, and into escrow account if an appeal is filed)	30 days after Effective Date (if no appeal is filed) or 30 days after Notice of Appeal is filed (if appeal is filed).

Distribution of Settlement Awards to Class Members	45 days after Effective Date (but no earlier than September 16, 2024 for the Credit Benefit).
--	---

**XXVII. COUNTERPARTS**


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

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

*[Signatures on following pages.]*

**CLASS REPRESENTATIVES AND CLASS COUNSEL:**

Dated: 05/02/2024, 2024

By:   
Christina Wiley, individually and on  
behalf of the Settlement Class and the  
Missouri Settlement Subclass


Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Alexandria Lee, individually and on  
behalf of the Settlement Class and the  
California Settlement Subclass

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Tawney Briggs, individually and on  
behalf of the Settlement Class and the  
Washington Settlement Subclass

Dated: 05/02/2024, 2024

By:   
Christopher Korda, individually and on  
behalf of the Settlement Class and the Oregon  
Settlement Subclass

Dated: \_\_\_\_\_, 2024

DOVEL & LUNER, LLP

By: \_\_\_\_\_  
Simon Franzini

BURSOR & FISHER, P.A.

By: \_\_\_\_\_  
Neal Deckant

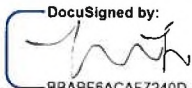
Attorneys for Plaintiffs and the Settlement  
Class and subclasses

**CLASS REPRESENTATIVES AND CLASS COUNSEL:**

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Christina Wiley, individually and on  
behalf of the Settlement Class and the  
Missouri Settlement Subclass

2/5/2024  
Dated: \_\_\_\_\_, 2024

By:  \_\_\_\_\_  
Alexandria Lee, individually and on  
behalf of the Settlement Class and the  
California Settlement Subclass

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Tawney Briggs, individually and on  
behalf of the Settlement Class and the  
Washington Settlement Subclass

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Christopher Korda, individually and on  
behalf of the Settlement Class and the Oregon  
Settlement Subclass

Dated: \_\_\_\_\_, 2024

DOVEL & LUNER, LLP  
By: \_\_\_\_\_  
Simon Franzini

BURSOR & FISHER, P.A.

By: \_\_\_\_\_  
Neal Deckant

Attorneys for Plaintiffs and the Settlement  
Class and subclasses

**CLASS REPRESENTATIVES AND CLASS COUNSEL:**

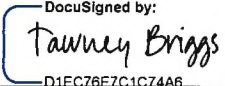
Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Christina Wiley, individually and on  
behalf of the Settlement Class and the  
Missouri Settlement Subclass

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Alexandria Lee, individually and on  
behalf of the Settlement Class and the  
California Settlement Subclass

Dated: 2/5/2024, 2024

By:   
D1EC76F7C1C74A6  
Tawney Briggs, individually and on  
behalf of the Settlement Class and the  
Washington Settlement Subclass

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Christopher Korda, individually and on  
behalf of the Settlement Class and the Oregon  
Settlement Subclass

Dated: \_\_\_\_\_, 2024

DOVEL & LUNER, LLP

By: \_\_\_\_\_  
Simon Franzini

BURSOR & FISHER, P.A.

By: \_\_\_\_\_  
Neal Deckant

Attorneys for Plaintiffs and the Settlement  
Class and subclasses

**CLASS REPRESENTATIVES AND CLASS COUNSEL:**

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Christina Wiley, individually and on  
behalf of the Settlement Class and the  
Missouri Settlement Subclass

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Alexandria Lee, individually and on  
behalf of the Settlement Class and the  
California Settlement Subclass

Dated: \_\_\_\_\_, 2024

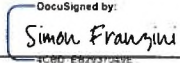
By: \_\_\_\_\_  
Tawney Briggs, individually and on  
behalf of the Settlement Class and the  
Washington Settlement Subclass

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Christopher Korda, individually and on  
behalf of the Settlement Class and the Oregon  
Settlement Subclass

Dated: 2/6/2024  
\_\_\_\_\_, 2024

DOVEL & LUNER, LLP

By:  \_\_\_\_\_  
Simon Franzini

BURSOR & FISHER, P.A.

By: \_\_\_\_\_  
Neal Deckant

Attorneys for Plaintiffs and the Settlement  
Class and subclasses



**CLASS REPRESENTATIVES AND CLASS COUNSEL:**

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Christina Wiley, individually and on  
behalf of the Settlement Class and the  
Missouri Settlement Subclass

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Alexandria Lee, individually and on  
behalf of the Settlement Class and the  
California Settlement Subclass

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Tawney Briggs, individually and on  
behalf of the Settlement Class and the  
Washington Settlement Subclass

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Christopher Korda, individually and on  
behalf of the Settlement Class and the Oregon  
Settlement Subclass

Dated: \_\_\_\_\_, 2024

DOVEL & LUNER, LLP

By: \_\_\_\_\_  
Simon Franzini

BURSOR & FISHER, P.A.

2/6/2024

By: DocuSigned by  
  
noted on PACCS11880  
Neal Deckant

Attorneys for Plaintiffs and the Settlement  
Class and subclasses

**DEFENDANT AND COUNSEL FOR DEFENDANT:**


Dated: Feb 6, 2024

RugsUSA, LLC

By: \_\_\_\_\_

John Martin

CFO

DocuSigned by:  
  
B5395AB789D442A...

Dated: February 6, 2024

VORYS SATER SEYMOUR AND PEASE, LLP

By: \_\_\_\_\_

Thomas McCormick  
Attorneys for Defendant