CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

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

1. DEFINITIONS.

1.1. "Action" means the Plaintiffs' lawsuit currently captioned as *Todd v. Ashley Furniture Industries, LLC*, initiated on August 30, 2024, and pending in the United States District Court for the Western District of Wisconsin, as Case No. 3:24-cv-00615.

1.2. "Administrator" means a reputable vendor of the Parties' choosing, weighing both the expense and the efficacy, to ensure that Administrator's pricing is competitive, and any successors to that entity, who shall be appointed to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement, and subject to the Court's approval and award in the Final Approval Order. The Administration Expenses Payment shall be paid separately by Defendants.

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

1.5. "Claim" means a request made by a Class Member to receive a Voucher pursuant to the procedures stated in Paragraph 7.4.

1.6. "Claimant" means any Participating Class Member who timely submits a valid Claim Form under this Agreement.

1.7. "Claim Form" means the form a Class Member must complete and submit to receive a Voucher pursuant to the requirements and procedures set forth in Paragraph 7.4. The Claim Form must be substantially similar to the form attached to the Administrator's declaration accompanying the Motion for Preliminary Approval.

1.8. "Class" or "Settlement Class" means all individual end consumers who purchased an Affected Mattress in the United States during the Class Period which was designed, manufactured, produced, distributed, sold, or marketed by Defendants and contained fiberglass.

1.9. "Class Counsel" means D.G. Pantazis, Jr., Brian M. Clark, and Eric Sheffer from Wiggins Childs Pantazis Fisher Goldfarb LLC; Daniel B. Snyder, Gregory A. Cade, Kevin B. McKie, Gary Anderson, and Jordan Cade from Environmental Litigation Group, P.C.; Christopher Cueto from the Law Office of Christopher Cueto, Ltd.; and Lloyd M. Cueto from the Law Office of Lloyd M. Cueto, P.C.

1.10. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts approved and allocated by the Court to Class Counsel for, respectively, reasonable attorneys' fees, and reimbursement of reasonable expenses incurred to prosecute the Action, as further described in and pursuant to the requirements and procedures set forth in Paragraph 3.3 below.

1.11. "Class Data" means Class Member identifying information in Defendants' possession, including email addresses of Class Members.

1.12. "Class Member" or "Settlement Class Member" means a member of the Class as defined above. Excluded from the Class are: (1) the judges presiding over this Action, and members of their immediate families; and (2) Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest, and their current or former officers and directors.

1.13. "Class Notice" means the Court-approved Notice of Class Action Settlement and Hearing Date for Final Court Approval to be provided to Class Members in the manner further provide in Paragraph 7.3, below. The Class Notice must be in the form, without material variation, attached hereto as **Exhibits A and B.**

1.14. "Class Period" means the period from October 1, 2017 to June 30, 2024.

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

1.16. "Class Representative Service Payment" means the payment, if any, approved and awarded by the Court to the Class Representatives for initiating the Action and providing services in support of the Action.

1.17. "Common Voucher Fund" means the total value of all Vouchers that will be available by Defendants for distribution to Participating Class Members who submit a valid and timely Claim.

1.18. "Contingent Cash Fund" means the amount of money that may be available for distribution to Participating Class Members who timely submit a valid claim in the event the Court awards less than Three Million Dollars ($3,000,000.00) collectively to Class Counsel as Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and any other attorney fees or costs, as further described in and pursuant to the requirements and procedures set forth in Paragraphs 3.3.5 and 4.3.1 below.

1.19. "Court" means the United States District Court for the Western District of Wisconsin.

1.20. "Defense Counsel" means Edward C. Barnidge, Teresa M. Wogoman, and Ikenna N. Ugboaja of Williams & Connolly LLP, and Matthew Splitek of Quarles & Brady LLP.

1.21. "Effective Date" means thirty (30) days after the date when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; or (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment if no appeal is filed; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.22. "Final Approval" means the Court's Order granting Final Approval of the Settlement. The proposed Order granting Final Approval to be submitted to the Court must be substantially similar to the form attached here to as **Exhibit D.**

1.23. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.24. "Final Judgment" means the Judgment entered by the Court upon granting Final Approval of the Settlement. The proposed Final Judgment to be submitted to the Court must be substantially similar to the form attached hereto as **Exhibit D.**

1.25. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.26. "Participating Class Member" means any Class Member who has not timely and validly opted out of the Class.

1.27. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.28. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval of the Settlement (a copy of which is attached hereto as **Exhibit C**).

1.29. "Released Class Claims" means the claims being released as described in Paragraph 5.3, below.

1.30. "Released Parties" means Defendants Ashley Global Retail, LLC, Ashley Furniture Industries, LLC, and/or Resident Home LLC, and each of Defendants' parents, subsidiaries, affiliates (including Ashley-owned stores), predecessors, successors, assigns, and any of Defendants' present or former directors, officers, employees, shareholders, attorneys, accountants, and insurers, and all persons acting by, through, under or in concert with any of them.

1.31. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.32. "Response Deadline" means one hundred twenty (120) days after the entry of the Preliminary Approval Order.

1.33. "Settlement" or "Class Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.34. "Voucher" or "Vouchers" means a voucher good for use off a single purchase at ashleyfurniture.com, nectarsleep.com, dreamcloudsleep.com, or sienasleep.com. No minimum purchase shall be required for use of the Voucher. Every Participating Class Member who timely makes a valid Claim shall be entitled to one Voucher per Affected Mattress purchased. The Vouchers will apply to the purchase prices offered to the general public and will be fully transferable to others without restriction so long as they are not sold or offered for sale in connection with any transfer.

2. RECITALS.

2.1. On or around May 2021, attorneys from the Environmental Litigation Group, P.C. ("ELG") sent letters to Ashley and Resident Home, providing notice of allegations pertaining to the use of fiberglass as a fire-retardant barrier in their mattresses. Following this correspondence, the parties discussed a potential pre-suit resolution and exchanged information pertinent to those discussions. Ashley and Resident Home entered tolling agreements with certain Class Members represented by ELG.

2.2. ELG and Ashley participated in a pre-suit mediation on February 28, 2024 before experienced mediator Rod Max of Upchurch, Watson, White, & Max. This pre-suit mediation followed informal exchanges of information.

2.3. As of no later than the end of 2023, Defendants discontinued the use of fiberglass as a fire-retardant material in their manufacture of mattresses. Prior to that discontinuation, Defendants modified the labels on their mattresses to include warnings that the mattresses contained fiberglass and/or that consumers should not remove the outer cover of the mattress to expose the inner fire-retardant sock. Prior to that discontinuation, Defendants also made available information on their websites about the use of fiberglass as a fire-retardant material in certain mattresses.

2.4. On August 30, 2024, plaintiffs Jamie Todd, Andrew Todd, G.T., Allen McClure, Angel McClure, Logan McClure, Jacob McClure, and Killian McClure commenced this Action by filing a Complaint in the United States District Court for the Western District of Wisconsin, styled as *Todd v. Ashley Furniture Industries, LLC*, Case No. 3:24-cv-00615 (the "Original Complaint"). The Original Complaint alleged one federal cause of action under 15 U.S.C. § 2073 to enforce a consumer product safety rule, and stated causes of action for failure to warn, design defect, negligence, violations of state consumer protection statutes, breach of implied warranty of merchantability/fitness for particular use, breach of express warranty, and unjust enrichment.

2.5. On September 10, 2025, Plaintiffs filed a First Amended Complaint that amended the Action to name thirty-eight additional plaintiffs from twenty-three additional states. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint").

2.6. The Operative Complaint includes allegations that Defendants failed to warn or provide adequate information to consumers about the potential risks associated with the use of fiberglass material as a fire retardant in the inner sock covering their mattresses. Plaintiffs allege that the fibers may pass through the outer cover of the mattresses or may be released from the mattress if the outer cover is removed.

2.7. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged and/or the damages claimed in the Operative Complaint.

2.8. On November 26, 2024, Defendants moved to dismiss the Original Complaint. After Plaintiffs filed the Operative Complaint, that motion was extended to the Operative Complaint by stipulation of both Parties. That motion was not resolved by the Court before the Parties entered into this Agreement.

2.9. Over the pendency of this Action, the Parties have engaged in extensive written discovery and exchange of documents and data. On November 25, 2025, Plaintiffs served reports of five experts in support of their anticipated motion for class certification. The parties commenced depositions of the Plaintiffs in January 2026. Defendants were due to serve their responsive reports on January 28, 2026. Plaintiffs' motion for class certification was due to be filed on February 20, 2026.

2.10. The Parties agree that, based on discovery produced during the Action, the apportioned potential damages as between Resident Home and Ashley are in the ratio of 83:17.

2.11. The Parties participated in a second mediation on December 17, 2025 before experienced mediator James B. Baldinger (the "Mediator"). The Parties continued their efforts to resolve this matter with the assistance of the Mediator. On January 21, 2026, the Parties agreed to a settlement in principle of this matter.

2.12. The Parties agree that they were fully informed of the potential risks of litigation having conducted extensive analysis of the facts, law, and damages issues.

2.13. The Parties are unaware of any similar actions involving the Affected Mattresses, except for *Adam Aldrich v. Resident Home, LLC et al.*, Case No. 5:25-cv-01791-SSS-PVCx, filed in the United States District Court for the Central District of California on July 15, 2025 (the "*Aldrich* Action"). The *Aldrich* Action is a later-filed putative class action complaint involving the Affected Mattresses. At the outset of *Aldrich*, based on the court's finding that it "presents substantially similar issues and parties" to those of this Action, the court ordered that case to be stayed until the first of (a) the resolution of the class certification motion in this Action; or (b) the end of this Action.

3. MONETARY TERMS.

3.1. Voucher Awards to Participating Class Members.

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

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

3.2. Voucher Expiration. Vouchers will expire after three hundred sixty-five (365) days from distribution, will not be replaced if lost or stolen, must be used in a single purchase, and will have no residual value if the amount redeemed is less than the Voucher amount.

3.3. Attorneys' Fees and Costs.

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

3.3.2. In support of Plaintiffs' motion for an award of attorneys' fees and costs, Plaintiffs contend that they are the prevailing party in this action, that this action has resulted in the enforcement of an important right affecting the public interest, that a significant benefit has been conferred on the general public and a large class of persons, that the necessity and financial burden of private enforcement are such as to make an award of fees and costs appropriate, and that such fees should not in the interest of justice be paid out of the recovery. This Agreement does not constitute an admission by Defendants that Plaintiffs are the prevailing party in the Action.

3.3.3. Class Counsel will not seek or accept an award in excess of Three Million Dollars ($3,000,000.00) for the combined total of the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment. The Parties agree that a cap of attorneys' fees and costs in the amount of Three Million Dollars ($3,000,000.00) is a material term of this Agreement. The class benefits were fully negotiated before any fee structure was agreed upon.

3.3.4. The Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment include, without limitation, all time and expenses expended and to be expended by Class Counsel (including through final judgment and distribution, and any appeals therein). There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendants for any additional work by Class Counsel.

3.3.5. In the event the Court approves awards of a Class Counsel Fees Payment, a Class Counsel Litigation Expenses Payment, and any other attorney's fee or cost award in the combined amount that is less than Three Million Dollars ($3,000,000.00), then the difference between Three Million Dollars ($3,000,000.00) and the amount approved by the Court shall be allocated to a Contingent Cash Fund and distributed on a *pro rata* basis to Participating Class Members who timely submit a valid Claim, as opposed to reverting to Defendants.

3.3.6. Upon the Settlement reaching the Effective Date, and in accordance with the disbursement schedule set forth in Paragraph 4.6 below, the amounts approved and awarded by the Court as the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be paid by Defendants, separate from the Common Voucher Fund.

3.4. Reduction in Class Counsel's Attorneys' Fees. As detailed further in Paragraph 3.3 above, the Class Counsel Fees Payment and a Class Counsel Litigation Expenses Payment are to be paid separately from the award to the Class. In the event the Court or an appellate court reduces either the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment, the Parties shall remain bound by the Settlement Agreement, and their other rights and obligations shall remain intact

3.5. Class Representative Service Payment to Plaintiffs. The Parties acknowledge that Plaintiffs must petition the Court for approval of any incentive award for providing services as the Class Representatives in the Action (the "Class Representatives Service Payment"). Plaintiffs agree to apply to the Court for a Class Representative Service Payment not to exceed Eighty-Five Thousand Dollars ($85,000.00) collectively for all Class Representatives. Defendants agree not to object to Plaintiffs' request for a Class Representatives Service Payment not to exceed Eighty-Five Thousand Dollars ($85,000.00) collectively for all Class Representatives. Any Class Representative Service Payment shall be made separately from the Common Voucher Fund, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

3.6. Settlement Implementation Costs. Defendants shall bear the Class Notice costs and other costs and fees reasonably incurred by the Administrator (and approved by the Court) in connection with the implementation of the Settlement, and shall pay such costs (*i.e.*, the Administration Expenses Payment as defined in Paragraph 1.3, above) separate and apart from the award to the Class. The Administrator will not seek more than Three-Hundred-Eighty Thousand Dollars ($380,000.00) in total Administration Expenses Payment(s) (inclusive of the Class Notice costs), except upon a showing of good cause and as approved by the Court.

4. TRANSFER OF CLASS DATA AND VOUCHER DISTRIBUTION.

4.1. Class Data. Based on review of records to date, Defendants and Plaintiffs estimate that there are approximately 6.2 million Class Members. Defendants shall cooperate in good faith in providing records or data reasonably necessary for Class Counsel to seek settlement approval and/or for the administration of the terms of the Settlement.

4.2. Delivery of Class Data. Not later than twenty-one (21) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet or other similar readable file format. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to promptly notify Class Counsel if it discovers that the Class Data materially omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Calculation of Pro Rata Voucher Amount. Unless the Court orders a different timetable, within fourteen (14) days after the Effective Date, the Administrator shall calculate, based on the *pro rata* formula set forth in Paragraph 3.1.2, the amount of the Voucher to be distributed to each Participating Class Member who has timely

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

4.3.1 Calculation of *Pro Rata* Contingent Cash Fund Distribution. If, as described in Paragraphs 3.3.5, the Court approves awards of a Class Counsel Fees Payment, a Class Counsel Litigation Expenses Payment, and any other award of attorney's fees or costs in a combined amount that is less than Three Million Dollars ($3,000,000.00), then within fourteen (14) days after the Effective Date, the Administrator shall also calculate the *pro rata* amount of the Contingent Cash Fund that shall be distributed to each Participating Class Member who has timely submitted a valid Claim.

4.4. Transfer of Vouchers by Defendants to Administrator. Unless the Court orders a different timetable, within Twenty-one (21) days after the Administrator informs Class Counsel and Defense Counsel in writing of its calculation of the *pro rata* Voucher amount and, if applicable, the *pro rata* Contingent Cash Fund Distribution amount, Defendants shall supply to the Administrator Vouchers to be distributed to Participating Claim Members who have timely submitted a valid Claim.

4.5. Disbursement of Vouchers to Participating Class Members. Unless the Court orders a different timetable, within sixty (60) days after receipt of Vouchers from the Defendants, the Administrator shall send the Vouchers by electronic mail to the email address supplied by the Participating Class Member on the Claim Form. Participating Class Members are responsible for providing current contact information on their Claim Form and for updating the Administrator in the event their contact information changes. Only if the email transmission is returned as undeliverable will the Administrator attempt to send a physical Voucher to the mailing address provided on the Claim Form. If a Participating Class Member who timely submitted a valid claim has not received a Voucher, then the Participating Class Member must contact the Administrator within one-hundred-eighty (180) days of the Effective Date to provide updated contact information. The Administrator shall make reasonable efforts to re-issue the Voucher, after verifying that the Voucher allocated to that Participating Class Member had not previously been redeemed.

4.6. Disbursement of Class Counsel Fees and Expenses Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment (if and to the extent approved and awarded by the Court) by Defendants shall occur no later than thirty (30) days after the Effective Date. Class Counsel must provide the relevant W-9 forms for Class Counsel to Defendants within ten (10) days after the Effective Date. Class Counsel shall be responsible for distributing any Class Representative Service Payment to the Plaintiffs upon receipt from Defendants.

5. RELEASE BY PLAINTIFFS AND CLASS MEMBERS.

5.1. Plaintiffs' Release. Upon the Effective Date, Plaintiffs, their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns generally, and their present spouses, agree to waive, release and discharge from the Released Parties from all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, from the beginning of the world to the date of the Final Judgment ("Plaintiffs' Release").

5.2. Different or Additional Facts or Law. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.3. Release by Participating Class Members. Upon the Effective Date, all Participating Class Members, on behalf of themselves, their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, and their current spouses, agree to waive, release and discharge Released Parties from all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent that Participating Class Members have or may have, whether or not alleged or otherwise referred to, in the Operative Complaint, arising out of, or relating to, any acts, omissions or other conduct by Defendants relating to the design, manufacture, distribution, sale, or marketing of the Affected Mattresses containing fiberglass that were manufactured, produced, distributed, or sold by Defendants during the Class Period ("Released Class Claims").

6. PRELIMINARY APPROVAL.

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

7. SETTLEMENT ADMINISTRATION.

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

7.2. **Receipt of Class Data**. No later than fourteen (14) days after receipt of the Class Data, the Administrator shall notify Class Counsel that the data has been received and state the number of Class Members.

7.3. **Notice to Class Members.** Subject to and following the Court's entering the Preliminary Approval Order, the Parties agree that Defendants and the Administrator will provide the Class with Notice of the proposed Settlement in accordance with the following:

7.3.1. **Email Notice.** Using information available to it, Defendants shall provide last known valid email addresses to the Administrator for Defendants' customers who may be Class Members. The Administrator will send to each of the listed email addresses the legal notice summarizing the proposed Settlement terms, in a form substantially similar to that attached hereto as **Exhibit A**, as approved by Class Counsel, Defense Counsel and the Court ("Email Notice"), and will provide therein the web address of the Settlement Website and an email and mailing address to contact the Administrator. The Administrator will send the Email Notice on or before thirty (30) days after the receipt of the Class Data. Thirty (30) days prior to the Response Deadline, the Administrator will send a second round of Email Notice to Class Members who have not yet submitted a Claim or Request for Exclusion.

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

7.3.3. **Publication Notice.** In addition to the Email Notice described in Paragraph 7.3.1, the Administrator shall provide notice pursuant to the Notice Plan described in the Administrator Declaration submitted with the Motion for Preliminary Approval, which will include notice to Class Members through digital and social media.

7.3.4. **Settlement Website**. Unless otherwise ordered by the Court, within thirty (30) days after the Administrator's receipt of Class Data, the Administrator will establish and create an internet website specifically for the Settlement of this Action (the "Settlement Website") and post thereon the legal notice summarizing the proposed Settlement terms, in the form substantially similar to that attached hereto as **Exhibit B**, as approved by Class Counsel, Defense Counsel and the Court (the "Long Form Notice"). The Long Form Notice and Settlement Website will meet the further conditions set forth in Paragraph 7.7.1, below.

7.3.5. **Class Member Contact.** If the Administrator, Defendants, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice,

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

7.4. Claims Process.

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

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

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

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

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

7.5. Requests for Exclusion (Opt-Outs).

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

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

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified herein. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.3, above, regardless whether the Participating Class Member actually receives the Class Notice or is opposed or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive a Voucher (or, if applicable, a Contingent Cash Fund distribution), and shall not have the right to object to the Settlement.

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

7.6. Objections to Settlement.

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

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

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

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

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

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

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

7.7.3. Weekly Reports. The Administrator may provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received, and objections received ("Weekly Report").

7.7.4. Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its distribution of Class Notice, the number of Class Notices returned as undelivered, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.7.5. Final Report by Settlement Administrator. Within fourteen (14) days after the Administrator disburses all Vouchers, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing all disbursements and/or payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all Vouchers required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. DEFENDANTS' RIGHT TO WITHDRAW AND TERMINATE.

8.1. If the number of timely and valid Requests for Exclusion identified in the Exclusion List exceeds two thousand (2,000) Class Members, Defendants may, but are not obligated to, elect to terminate and withdraw from the Settlement. Defendants must notify Class Counsel and the Court of their election to withdraw not later than fourteen (14) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

8.2. Defendants may elect, but are not obligated to elect, to terminate and withdraw from the Settlement if: (a) the Court makes an order inconsistent with the terms of this Settlement Agreement, including awarding in excess of Three Million Dollars ($3,000,000.00) in total for the Class Counsel Fees Payment and the Class Counsel

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

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

9. MOTION FOR FINAL APPROVAL

9.1. **Plaintiffs' Obligation.** Not later than twenty-one (21) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement, and an award of costs and fees consistent with paragraph 3.3 above, that includes a Proposed Order Granting Final Approval and a proposed Judgment, (collectively "Motion for Final Approval").

9.2. **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than seven (7) days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.3. **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph, and in such case the Parties shall remain bound by the Settlement Agreement and no duty to revise shall arise.

9.4. **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.5. **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the appellate court vacates, reverses, or modifies the Judgment in a manner that requires

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

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

11. **ADDITIONAL PROVISIONS.**

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

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

11.3. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (i) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (ii) counsel in a related matter; (iii) to the extent necessary to report income to appropriate taxing authorities; (iv) in response to a court order or subpoena; (v) in response to an inquiry or subpoena issued by a state or federal government agency; or (vi) to vendors necessary to obtain settlement administration quotes. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees will support the Settlement and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary

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

11.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.9. No Tax Advice or Liability. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. Released Parties shall have no responsibility or liability for the withholding of, or payment of, any taxes or amounts that may be owed as taxes, federal, state, or otherwise, by any Claimant as a result of accepting any Voucher hereunder, by Plaintiff as a result of accepting a Class Representative Service Payment hereunder (if and to the extent approved and awarded by the Court), or by Class Counsel as a result of accepting the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment hereunder; any and all such tax liabilities and/or obligations, if any, shall be the sole and exclusive responsibility of the recipients of such payments.

11.10. Class Action Fairness Act. The Settlement Administrator shall provide, as applicable, notice of this proposed class settlement to the appropriate state and federal authorities in compliance with the Class Action Fairness Act ("CAFA").

11.11. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

11.12. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.13. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of Wisconsin, without regard to conflict of law principles.

11.14. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.15. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.16. Use and Return of Class Data. Information provided to Class Counsel pursuant to Fed. R. Evid. 408, and all copies and summaries of the Class Data provided to Class

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A: Email Notice

Exhibit B: Long Form Notice

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

Exhibit D: [Proposed] Final Approval Order and Judgment

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

Jamie Todd — 02/23/2026
Date

Andrew Todd — Date

G.T. — Date

Allen McClure — Date

Angel McClure — Date

Logan McClure — Date

Jacob McClure — Date

Killian McClure — Date

Frances Burkowske — Date

Malinda Gipson — Date

Kevin Douthard — Date

Jamie Todd	Date
Andrew Todd (Feb 24, 2026 09:08:39 CST) Andrew Todd	02/24/2026 Date
G.T.	Date
Allen McClure	Date
Angel McClure	Date
Logan McClure	Date
Jacob McClure	Date
Killian McClure	Date
Frances Burkowske	Date
Malinda Gipson	Date
Kevin Douthard	Date

Jamie Todd	Date
Andrew Todd	Date
G.T. (Feb 23, 2026 14:36:51 CST)	02/23/2026
G.T.	Date
Allen McClure	Date
Angel McClure	Date
Logan McClure	Date
Jacob McClure	Date
Killian McClure	Date
Frances Burkowske	Date
Malinda Gipson	Date
Kevin Douthard	Date

Jamie Todd	Date
Andrew Todd	Date
G.T.	Date
Allen McClure Allen McClure (Feb 24, 2026 17:08:45 EST) Allen McClure	02/24/2026 Date
Angel McClure	Date
Logan McClure	Date
Jacob McClure	Date
Killian McClure	Date
Frances Burkowske	Date
Malinda Gipson	Date
Kevin Douthard	Date

Jamie Todd	Date
Andrew Todd	Date
G.T.	Date
Allen McClure	Date
Angel McClure Angel McClure (Feb 24, 2026 17:06:49 EST)	02/24/2026
Angel McClure	Date
Logan McClure	Date
Jacob McClure	Date
Killian McClure	Date
Frances Burkowske	Date
Malinda Gipson	Date
Kevin Douthard	Date

Jamie Todd	Date
Andrew Todd	Date
G.T.	Date
Allen McClure	Date
Angel McClure	Date
Logan McClure Logan McClure (Feb 24, 2026 17:09:51 EST) Logan McClure	02/24/2026 Date
Jacob McClure	Date
Killian McClure	Date
Frances Burkowske	Date
Malinda Gipson	Date
Kevin Douthard	Date

Jamie Todd	Date
Andrew Todd	Date
G.T.	Date
Allen McClure	Date
Angel McClure	Date
Logan McClure	Date
Jacob McClure Jacob McClure (Feb 24, 2026 17:07:37 EST) Jacob McClure	02/24/2026 Date
Killian McClure	Date
Frances Burkowske	Date
Malinda Gipson	Date
Kevin Douthard	Date

Jamie Todd	Date
Andrew Todd	Date
G.T.	Date
Allen McClure	Date
Angel McClure	Date
Logan McClure	Date
Jacob McClure	Date
Killian McClure Killian McClure (Feb 24, 2026 17:11:08 EST)	02/24/2026
Killian McClure	Date
Frances Burkowske	Date
Malinda Gipson	Date
Kevin Douthard	Date

Jamie Todd	Date
Andrew Todd	Date
G.T.	Date
Allen McClure	Date
Angel McClure	Date
Logan McClure	Date
Jacob McClure	Date
Killian McClure	Date
Rene Burkowske	02/23/2026
Frances Burkowske	Date
Malinda Gipson	Date
Kevin Douthard	Date

Jamie Todd	Date
Andrew Todd	Date
G.T.	Date
Allen McClure	Date
Angel McClure	Date
Logan McClure	Date
Jacob McClure	Date
Killian McClure	Date
Frances Burkowske	Date
Malinda Gipson	Date
Kevin Douthard (Feb 25, 2026 11:04:18 CST) Kevin Douthard	02/25/2026 Date

Diana Angus (Feb 23, 2026 12:58:24 PST)

Diana Angus — Date: 02/23/2026

Gabrielle Puyat — Date

Brian Klowas — Date

Lisa Jenkins — Date

Judy Hughes — Date

Heather Orgeron — Date

Stacey Kemp — Date

Eric Young — Date

Paula Mills — Date

Odessa Adams — Date

Kimberly Adams — Date

Erin Stavi — Date

Diana Angus — Date

Gabrielle Puyat — 02/23/2026
Gabrielle Puyat (Feb 23, 2026 13:40:58 PST)
Gabrielle Puyat — Date

Brian Klowas — Date

Lisa Jenkins — Date

Judy Hughes — Date

Heather Orgeron — Date

Stacey Kemp — Date

Eric Young — Date

Paula Mills — Date

Odessa Adams — Date

Kimberly Adams — Date

Erin Stavi — Date

Diana Angus _____ Date _____

Gabrielle Puyat _____ Date _____

Brian Klowas (Feb 23, 2026 13:40:54 MST)
Brian Klowas _____ Date 02/23/2026

Lisa Jenkins _____ Date _____

Judy Hughes _____ Date _____

Heather Orgeron _____ Date _____

Stacey Kemp _____ Date _____

Eric Young _____ Date _____

Paula Mills _____ Date _____

Odessa Adams _____ Date _____

Kimberly Adams _____ Date _____

Erin Stavi _____ Date _____

Diana Angus	Date
Gabrielle Puyat	Date
Brian Klowas	Date
Lisa Jenkins Lisa Jenkins (Feb 23, 2026 12:39:49 PST) Lisa Jenkins	02/23/2026 Date
Judy Hughes	Date
Heather Orgeron	Date
Stacey Kemp	Date
Eric Young	Date
Paula Mills	Date
Odessa Adams	Date
Kimberly Adams	Date
Erin Stavi	Date

Diana Angus — Date

Gabrielle Puyat — Date

Brian Klowas — Date

Lisa Jenkins — Date

Judy Hughes (Feb 24, 2026 18:58:09 EST) — 02/24/2026

Judy Hughes — Date

Heather Orgeron — Date

Stacey Kemp — Date

Eric Young — Date

Paula Mills — Date

Odessa Adams — Date

Kimberly Adams — Date

Erin Stavi — Date

Diana Angus	Date
Gabrielle Puyat	Date
Brian Klowas	Date
Lisa Jenkins	Date
Judy Hughes	Date
Heather Orgeron (Feb 23, 2026 15:35:23 EST) Heather Orgeron	02/23/2026 Date
Stacey Kemp	Date
Eric Young	Date
Paula Mills	Date
Odessa Adams	Date
Kimberly Adams	Date
Erin Stavi	Date

Diana Angus _____ Date

Gabrielle Puyat _____ Date

Brian Klowas _____ Date

Lisa Jenkins _____ Date

Judy Hughes _____ Date

Heather Orgeron _____ Date

Stacey Kemp (Feb 23, 2026 16:09:10 EST)
Stacey Kemp 02/23/2026 Date

Eric Young _____ Date

Paula Mills _____ Date

Odessa Adams _____ Date

Kimberly Adams _____ Date

Erin Stavi _____ Date

Diana Angus _____ Date

Gabrielle Puyat _____ Date

Brian Klowas _____ Date

Lisa Jenkins _____ Date

Judy Hughes _____ Date

Heather Orgeron _____ Date

Stacey Kemp _____ Date

Eric Young (Feb 23, 2026 15:34:29 EST)
Eric Young 02/23/2026 Date

Paula Mills _____ Date

Odessa Adams _____ Date

Kimberly Adams _____ Date

Erin Stavi _____ Date

Diana Angus	Date
Gabrielle Puyat	Date
Brian Klowas	Date
Lisa Jenkins	Date
Judy Hughes	Date
Heather Orgeron	Date
Stacey Kemp	Date
Eric Young	Date
Paula Mills (Feb 23, 2026 18:03:21 EST) Paula Mills	02/23/2026 Date
Odessa Adams	Date
Kimberly Adams	Date
Erin Stavi	Date

Diana Angus _____ Date _____

Gabrielle Puyat _____ Date _____

Brian Klowas _____ Date _____

Lisa Jenkins _____ Date _____

Judy Hughes _____ Date _____

Heather Orgeron _____ Date _____

Stacey Kemp _____ Date _____

Eric Young _____ Date _____

Paula Mills _____ Date _____

Odessa Adams (Feb 23, 2026 17:51:06 CST)
Odessa Adams _____ Date 02/23/2026

Kimberly Adams _____ Date _____

Erin Stavi _____ Date _____

Diana Angus	Date
Gabrielle Puyat	Date
Brian Klowas	Date
Lisa Jenkins	Date
Judy Hughes	Date
Heather Orgeron	Date
Stacey Kemp	Date
Eric Young	Date
Paula Mills	Date
Odessa Adams	Date
Kimberly Adams (Feb 23, 2026 19:47:48 CST) Kimberly Adams	02/23/2026 Date
Erin Stavi	Date

Diana Angus	Date
Gabrielle Puyat	Date
Brian Klowas	Date
Lisa Jenkins	Date
Judy Hughes	Date
Heather Orgeron	Date
Stacey Kemp	Date
Eric Young	Date
Paula Mills	Date
Odessa Adams	Date
Kimberly Adams	Date
Erin Stavi (Feb 23, 2026 19:09:28 CST) Erin Stavi	02/23/2026 Date

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

James Wilson — Date: 02/23/2026

Victor Cavano — Date

Conner Petropoulos — Date

Julie Bartlett — Date

Raven Fowlkes-Witten — Date

Lena Bailey — Date

Dylan Weber — Date

Mercedes Rosato — Date

Sandra Melendez — Date

Joseph Ataganian — Date

Geraldina Perez — Date

Donald Watson — Date

James Wilson _____ Date _____

Victor Cavano (Feb 23, 2026 16:24:06 EST)
Victor Cavano _____ Date 02/23/2026

Conner Petropoulos _____ Date _____

Julie Bartlett _____ Date _____

Raven Fowlkes-Witten _____ Date _____

Lena Bailey _____ Date _____

Dylan Weber _____ Date _____

Mercedes Rosato _____ Date _____

Sandra Melendez _____ Date _____

Joseph Ataganian _____ Date _____

Geraldina Perez _____ Date _____

Donald Watson _____ Date _____

James Wilson _____ Date _____

Victor Cavano _____ Date _____

Conner Petropoulos (Feb 23, 2026 15:38:11 EST)
Conner Petropoulos _____ Date 02/23/2026

Julie Bartlett _____ Date _____

Raven Fowlkes-Witten _____ Date _____

Lena Bailey _____ Date _____

Dylan Weber _____ Date _____

Mercedes Rosato _____ Date _____

Sandra Melendez _____ Date _____

Joseph Ataganian _____ Date _____

Geraldina Perez _____ Date _____

Donald Watson _____ Date _____

James Wilson — Date

Victor Cavano — Date

Conner Petropoulos — Date

Julie Bartlett (Feb 25, 2026 00:33:40 EST)
Julie Bartlett — Date 02/24/2026

Raven Fowlkes-Witten — Date

Lena Bailey — Date

Dylan Weber — Date

Mercedes Rosato — Date

Sandra Melendez — Date

Joseph Ataganian — Date

Geraldina Perez — Date

Donald Watson — Date

James Wilson — Date

Victor Cavano — Date

Conner Petropoulos — Date

Julie Bartlett — Date

Raven Fowlkes-Witten (Feb 23, 2026 16:19:07 EST) — 02/23/2026

Raven Fowlkes-Witten — Date

Lena Bailey — Date

Dylan Weber — Date

Mercedes Rosato — Date

Sandra Melendez — Date

Joseph Ataganian — Date

Geraldina Perez — Date

Donald Watson — Date

James Wilson — Date

Victor Cavano — Date

Conner Petropoulos — Date

Julie Bartlett — Date

Raven Fowlkes-Witten — Date

Lena Bailey (Feb 23, 2026 15:17:39 EST) — 02/23/2026

Lena Bailey — Date

Dylan Weber — Date

Mercedes Rosato — Date

Sandra Melendez — Date

Joseph Ataganian — Date

Geraldina Perez — Date

Donald Watson — Date

James Wilson _____ Date _____

Victor Cavano _____ Date _____

Conner Petropoulos _____ Date _____

Julie Bartlett _____ Date _____

Raven Fowlkes-Witten _____ Date _____

Lena Bailey _____ Date _____

Dylan Weber
Dylan Weber (Feb 23, 2026 18:02:18 EST)
Dylan Weber _____ Date 02/23/2026

Mercedes Rosato _____ Date _____

Sandra Melendez _____ Date _____

Joseph Ataganian _____ Date _____

Geraldina Perez _____ Date _____

Donald Watson _____ Date _____

James Wilson _____ Date _____

Victor Cavano _____ Date _____

Conner Petropoulos _____ Date _____

Julie Bartlett _____ Date _____

Raven Fowlkes-Witten _____ Date _____

Lena Bailey _____ Date _____

Dylan Weber _____ Date _____

Mercedes Rosato (Feb 23, 2026 22:41:30 EST) 02/23/2026

Mercedes Rosato _____ Date _____

Sandra Melendez _____ Date _____

Joseph Ataganian _____ Date _____

Geraldina Perez _____ Date _____

Donald Watson _____ Date _____

James Wilson _____ Date _____

Victor Cavano _____ Date _____

Conner Petropoulos _____ Date _____

Julie Bartlett _____ Date _____

Raven Fowlkes-Witten _____ Date _____

Lena Bailey _____ Date _____

Dylan Weber _____ Date _____

Mercedes Rosato _____ Date _____

Sandra Melendez (Feb 23, 2026 15:39:19 EST)
Sandra Melendez _____ Date 02/23/2026

Joseph Ataganian _____ Date _____

Geraldina Perez _____ Date _____

Donald Watson _____ Date _____

James Wilson — Date

Victor Cavano — Date

Conner Petropoulos — Date

Julie Bartlett — Date

Raven Fowlkes-Witten — Date

Lena Bailey — Date

Dylan Weber — Date

Mercedes Rosato — Date

Sandra Melendez — Date

Joseph Ataganian
Joseph Ataganian (Feb 23, 2026 17:09:12 MST)
Joseph Ataganian — 02/23/2026 Date

Geraldina Perez — Date

Donald Watson — Date

James Wilson _____ Date

Victor Cavano _____ Date

Conner Petropoulos _____ Date

Julie Bartlett _____ Date

Raven Fowlkes-Witten _____ Date

Lena Bailey _____ Date

Dylan Weber _____ Date

Mercedes Rosato _____ Date

Sandra Melendez _____ Date

Joseph Ataganian _____ Date

Geraldina Perez (Feb 25, 2026 15:59:04 EST)
Geraldina Perez 02/25/2026 Date

Donald Watson _____ Date

James Wilson — Date

Victor Cavano — Date

Conner Petropoulos — Date

Julie Bartlett — Date

Raven Fowlkes-Witten — Date

Lena Bailey — Date

Dylan Weber — Date

Mercedes Rosato — Date

Sandra Melendez — Date

Joseph Ataganian — Date

Geraldina Perez — Date

Donald Watson (Feb 23, 2026 15:36:52 EST)
Donald Watson — 02/23/2026
Date

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

Shelley Hicks — Date: 02/23/2026

John Palmer — Date

Felicia Anderson — Date

Alex Craig — Date

Carrie Dadamo — Date

Jessi Hardy — Date

Lorenzo Diaz — Date

Ashley Solis — Date

Stephanie Jarvis — Date

Melissa Anderson — Date

Nate Olsen — Date

Shelley Hicks _____ Date _____

John Palmer (Feb 23, 2026 14:01:09 CST)
John Palmer _____ Date 02/23/2026

Felicia Anderson _____ Date _____

Alex Craig _____ Date _____

Carrie Dadamo _____ Date _____

Jessi Hardy _____ Date _____

Lorenzo Diaz _____ Date _____

Ashley Solis _____ Date _____

Stephanie Jarvis _____ Date _____

Melissa Anderson _____ Date _____

Nate Olsen _____ Date _____

Shelley Hicks	Date
John Palmer	Date
Felicia Anderson (Feb 24, 2026 19:21:30 CST) Felicia Anderson	02/24/2026 Date
Alex Craig	Date
Carrie Dadamo	Date
Jessi Hardy	Date
Lorenzo Diaz	Date
Ashley Solis	Date
Stephanie Jarvis	Date
Melissa Anderson	Date
Nate Olsen	Date

Shelley Hicks	Date
John Palmer	Date
Felicia Anderson	Date
Alex Craig Alex Craig (Feb 23, 2026 16:43:53 EST) Alex Craig	02/23/2026 Date
Carrie Dadamo	Date
Jessi Hardy	Date
Lorenzo Diaz	Date
Ashley Solis	Date
Stephanie Jarvis	Date
Melissa Anderson	Date
Nate Olsen	Date

Shelley Hicks _____ Date

John Palmer _____ Date

Felicia Anderson _____ Date

Alex Craig _____ Date

Carrie Dadamo (Feb 23, 2026 15:50:26 EST) 02/23/2026
Carrie Dadamo Date

Jessi Hardy _____ Date

Lorenzo Diaz _____ Date

Ashley Solis _____ Date

Stephanie Jarvis _____ Date

Melissa Anderson _____ Date

Nate Olsen _____ Date

Shelley Hicks	Date
John Palmer	Date
Felicia Anderson	Date
Alex Craig	Date
Carrie Dadamo	Date
Jessi Hardy (Feb 23, 2026 14:18:07 CST) Jessi Hardy	02/23/2026 Date
Lorenzo Diaz	Date
Ashley Solis	Date
Stephanie Jarvis	Date
Melissa Anderson	Date
Nate Olsen	Date

Shelley Hicks	Date
John Palmer	Date
Felicia Anderson	Date
Alex Craig	Date
Carrie Dadamo	Date
Jessi Hardy	Date
Lorenzo Diaz (Feb 23, 2026 15:52:32 MST)	02/23/2026
Lorenzo Diaz	Date
Ashley Solis	Date
Stephanie Jarvis	Date
Melissa Anderson	Date
Nate Olsen	Date

Shelley Hicks	Date
John Palmer	Date
Felicia Anderson	Date
Alex Craig	Date
Carrie Dadamo	Date
Jessi Hardy	Date
Lorenzo Diaz	Date
Ashley Solis (Feb 23, 2026 14:04:06 PST) Ashley Solis	02/23/2026 Date
Stephanie Jarvis	Date
Melissa Anderson	Date
Nate Olsen	Date

Shelley Hicks	Date
John Palmer	Date
Felicia Anderson	Date
Alex Craig	Date
Carrie Dadamo	Date
Jessi Hardy	Date
Lorenzo Diaz	Date
Ashley Solis	Date
Stephanie Jarvis Patterson (Feb 23, 2026 12:01:48 PST) Stephanie Jarvis	02/23/2026 Date
Melissa Anderson	Date
Nate Olsen	Date

Shelley Hicks	Date
John Palmer	Date
Felicia Anderson	Date
Alex Craig	Date
Carrie Dadamo	Date
Jessi Hardy	Date
Lorenzo Diaz	Date
Ashley Solis	Date
Stephanie Jarvis	Date
Melissa Anderson (Feb 23, 2026 15:29:45 CST) Melissa Anderson	02/23/2026 Date
Nate Olsen	Date

Shelley Hicks	Date
John Palmer	Date
Felicia Anderson	Date
Alex Craig	Date
Carrie Dadamo	Date
Jessi Hardy	Date
Lorenzo Diaz	Date
Ashley Solis	Date
Stephanie Jarvis	Date
Melissa Anderson	Date
Nate Olsen (Feb 25, 2026 11:12:21 CST) Nate Olsen	02/25/2026 Date

Counsel for Plaintiffs — Date: 2/25/26

Ashley Furniture Industries, LLC — Date: 2/23/2026

Ashley Global Retail, LLC — Date: 2/23/2026

Resident Home LLC — Date: 2/23/2026

Counsel for Defendants — Date: 2/25/2026