

**AMY EVERETT, DAVID SHATTUCK, and DAVID JACKSON, et al. v. MATTRESS
FIRM INC.
(San Diego Superior Court, Case No. 37-2023-0041586-CU-OE-CTL)**

**CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AGREEMENT AND CLASS NOTICE**

This Class and Representative Action Settlement Agreement (“Agreement”) is made by and between the Plaintiffs Amy Everett, David Shattuck, and David Jackson (collectively, “Plaintiffs”) on behalf of themselves and the putative class and Defendant Mattress Firm, Inc. (“Defendant” or “Mattress Firm”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or to one of them individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means AMY EVERETT, DAVID SHATTUCK, and DAVID JACKSON, et al. v. MATTRESS FIRM, INC. (San Diego Superior Court, Case No. 37-2023-0041586-CU-OE-CTL).
- 1.2 “Administrator” means the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount 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.
- 1.4 “Aggrieved Employees” means all nonexempt individuals employed by Defendant in the State of California from April 2, 2023 through December 2, 2025.
- 1.5 “Class Members” means all nonexempt individuals employed by Defendant in the State of California between September 25, 2019 through December 2, 2025.
- 1.6 “Class Counsel” means Workman Law Firm, PC.
- 1.7 “Class Counsel Fees Payment” means the amount allocated to Class Counsel for attorneys’ fees.
- 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable litigation expenses.
- 1.9 “Class Data” means personally identifying information in Defendant’s possession, including Class Member names, last-known mailing addresses, Social Security numbers, and the numbers of qualifying Workweeks and pay periods worked. The Class Data shall be provided to the Administrator confidentially. It shall not be provided to Plaintiffs or Class Counsel.
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for

current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11 “Class Notice” means the Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” or “Settlement Period” means the period from September 25, 2019, through December 2, 2025.
- 1.13 “Class Representatives” means the Plaintiffs Amy Everett, David Jackson, and David Shattuck.
- 1.14 “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.
- 1.15 “Court” means the Superior Court of California, County of San Diego.
- 1.16 “Defendant” means Mattress Firm, Inc.
- 1.17 “Defense Counsel” means Ogletree, Deakins, Nash, Smoak & Stewart, P.C., acting through attorneys Alexander M. Chemers and Macy Valdes.
- 1.18 “Effective Date” means the later of (a) the Court’s Final Approval of the Settlement, if no objections have been filed, (b) the time of appeal has expired if an objection has been filed, or (c) the final resolution of any appeal that has been filed.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Gross Settlement Amount” or “GSA” means \$4,675,000, which is the total amount Defendant agrees to pay under the Settlement. The GSA will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administrator’s Expenses Payment.
- 1.22 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked by that Participating Class Member during the relevant period.
- 1.23 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods worked by that

Aggrieved Employee during the PAGA Period.

- 1.24 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i), to 75% of the civil penalties recovered in connection with PAGA actions filed before June 20, 2024.
- 1.26 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.27 “Net Settlement Amount” or “NSA” means the GSA, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is the NSA to be paid to Participating Class Members and Aggrieved Employees as Individual Class Payments and Individual PAGA Payments (which may be combined into a single payment).
- 1.28 “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. There will be no opportunity to opt out of the PAGA portion of the settlement.
- 1.29 “Operative Complaint” means the Second Amended Complaint that Plaintiffs will ask the Court to be deemed filed in order to effectuate this Settlement. Defendant will not need to respond to the Second Amended Complaint, since their prior Answer to the First Amended Complaint will remain on file. In the event that the Settlement does not achieve Final Approval and Judgment, the Second Amended Complaint will be withdrawn and the First Amended Complaint will again be the operative complaint.
- 1.30 “PAGA Period” means the period from April 2, 2023 through December 2, 2025.
- 1.31 “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Lab. Code, § 2698 *et seq.*).
- 1.32 “PAGA Penalties” means \$200,000, the total amount of PAGA civil penalties to be paid from the GSA, allocated 25% to Aggrieved Employees and 75% to the LWDA, in settlement of PAGA claims.
- 1.33 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.34 “Plaintiffs” means Amy Everett, David Shattuck, and David Jackson.
- 1.35 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.36 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval

and Approval of the Settlement.

- 1.37 “Qualifying Workweeks” or “Workweeks” means any week in which a Class Member performed work for Defendant. Where possible based on the available records, Defendant may exclude weeks where a Class Member was employed by Defendant but did not perform any work due to a leave of absence, vacation, etc.
- 1.38 “Released Class Claims” means the claims being released as described in Paragraph 5.1 below.
- 1.39 “Released PAGA Claims” means the claims being released or precluded as described in Paragraph 5.2 below.
- 1.40 “Released Parties” means Defendant and its present, former, and/or future parent companies, subsidiaries, sister companies, and affiliates and all of its and their respective officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with Defendant.
- 1.41 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the class portion of the Settlement signed by the Class Member. There will be no opportunity to opt out of the PAGA portion of the settlement.
- 1.42 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees (attached hereto as Exhibit A) (“Class Notices”), and shall be the last date on which Class Members may (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail objections to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline.
- 1.43 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.
- 1.44 “Settlement Class Members” means Class Members who do not timely exclude themselves from the Settlement.

2. RECITALS.

- 2.1 On September 25, 2023, Plaintiffs initiated an action against Defendant in San Diego County Superior Court. On April 2, 2024, Plaintiffs filed an amended complaint adding a PAGA claim. As a condition of this Settlement, Plaintiffs will submit a proposed Second Amended Complaint, which once deemed filed by the Court, will become the Operative Complaint.
- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending a PAGA notice.

- 2.3 On February 25, 2025, and May 7, 2025, the Parties participated in mediations with mediator Brandon McKelvey, Esq. Although the Parties did not reach a settlement at these mediations, through the continued efforts of the Parties and Mr. McKelvey, the Parties reached this Agreement to settle the Action.
- 2.4 Prior to mediation, Plaintiffs served discovery and received information and data from Defendant, including Defendant's applicable policies and procedures, and data, regarding the number of employees and Workweeks at issue. Plaintiffs' investigation satisfies the criteria for court approval set forth in *Dunk v. Ford Motor Company*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-30 (2008) ("*Dunk/Kullar*").
- 2.5 Class certification has not been adjudicated in this Action.

3. MONETARY TERMS.

- 3.1 *Gross Settlement Amount.* Defendant promises to pay \$4,675,000, and no more, as the GSA. In addition to the GSA, Defendant shall pay its share of any payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant need not pay the GSA (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire GSA without requiring any claim as a condition of payment. None of the GSA will revert to Defendant.
- 3.2 *Payments from the Gross Settlement Amount.* The Administrator will make and deduct the following payments from the GSA, in the amounts specified by the Court in the Final Approval:
 - 3.2.1 *To Plaintiffs:* Class Representative Service Payments to the Class Representatives of not more than \$20,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive), for a total of \$60,000. Defendant will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payment. If the Court approves a Class Representative Service Payment less than the amount requested, then the Administrator will retain the remainder in the NSA. The Administrator will issue IRS Form 1099s for the Class Representative Service Payments. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
 - 3.2.2 *To Class Counsel:* A Class Counsel Fees Payment of not more than \$1,542,750, and a Class Counsel Litigation Expenses Payment of not more than \$51,000.00. Defendant will not oppose requests for these payments, provided that they do not exceed these amounts. Class Counsel will file a motion for Class Counsel Fees Payment and for Class Litigation Expenses Payment. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment in less than the amounts requested, then the Administrator will retain the remainder as part of the NSA. The Released Parties shall have no liability to Class Counsel

arising from any claim to any portion of any Class Counsel Fee Payment or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for any taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

- 3.2.3 *To the Administrator:* An Administrator Expenses Payment will be paid from the GSA, including, if necessary, any such costs in excess of the amount represented by the Administrator as being the maximum costs necessary to administer the Settlement. The Administration Expenses Payment is currently estimated to not exceed \$20,000. To the extent actual Administration Expenses Payment is greater than \$20,000, such excess amount will be deducted from the GSA, subject to the Court's approval. Any portion of the Administration Expenses Payment allocated but not paid to the Administrator will be distributed to the Settlement Class pro rata.
- 3.2.4 *To Each Participating Class Member:* The Individual Class Payment shall be calculated as follows: Each Participating Class Member will be entitled to receive an amount, subject to any applicable employee payroll taxes, equal to a proportionate share of the NSA, calculated by (i) the number of the Participating Class Member's weeks worked during the Class Period, divided by (ii) the total weeks worked of all Participating Class Members during the Class Period. Determination of the number of weeks that a Participating Class Member worked shall be based on Defendant's time records. The Parties will consider in good faith any challenge to the weeks worked supplied by Defendant to the Administrator. The Administrator shall examine all evidence submitted and make a decision regarding the challenge. The determination of the Administrator shall be final.
- 3.2.4.1 *Tax Allocation of Individual Class Payments.* A total of one-third of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining two-thirds of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Interest and Penalties Portion"). The Interest and Penalties Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.4.2 *Effect of Non-Participating Class Members on Calculation of Individual Class Payments.* Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the NSA for distribution to Participating Class Members on a pro rata basis.
- 3.2.5 *To the LWDA and Aggrieved Employees:* PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 75% (\$37,500)

allocated to the LWDA PAGA Payment and 25% (\$12,000) allocated to the Individual PAGA Payments.

3.2.5.1 The Individual PAGA Payments shall be paid to all Aggrieved Employees (regardless of whether they opt out of the Settlement Class) who worked for Defendant at any time during the PAGA Period, based on their proportional number of pay periods worked for Defendant during the PAGA Period. The Administrator will calculate each Individual PAGA Payment as follows: The amount of the payment will be calculated on a pro rata basis by the Administrator based on an Aggrieved Employee's individual pay periods worked during the PAGA Period in relation to the total pay periods worked by all Aggrieved Employees during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, then the Administrator will retain the remainder in the NSA. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 *Class Data.* Not later than 15 days after Preliminary Approval, Defendant will deliver the Class Data to the Administrator, in the form of a spreadsheet. 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 perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data has omitted identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. 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.

4.2 *Funding of Gross Settlement Amount.* Within 5 days of the Effective Date, the Administrator shall provide Defendant with the documents and information necessary for Defendant to fund the settlement, including the information that Defendant will need in order to pay their share of the payroll taxes owed. Defendant shall fully fund the GSA, and also fund the amounts necessary to fully pay their share of payroll taxes, by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

4.3 *Payments from the Gross Settlement Amount.* Within 35 days of the Effective Date, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.3.1 The Administrator will issue checks to cover the Individual Class Payments and Individual PAGA Payments and will send them to the Class Members/Aggrieved Employees via First Class U.S. Mail, postage prepaid (including those for whom Class Notice was returned undelivered). The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. (including those for whom Class Notice was returned undelivered). The Administrator may send a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. For any Class Member who opts out, the Administrator will send a check for only the Individual PAGA Payment.
 - 4.3.2 The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within seven days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
 - 4.3.3 The Administrator will mail postcards to Class Members who have not cashed or negotiated their checks 30 days before those checks expire reminding them of the expiration deadline. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Unclaimed Property Fund in the name of the Participating Class Member, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).
 - 4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
5. **RELEASES AND PRECLUSION OF CLAIMS.** Upon the date that Defendant fully funds the Settlement, and except as to the right to enforce the terms and conditions of the Settlement:
 - 5.1 *Release by Participating Class Members:* All Participating Class Members fully release Defendant and its present and former parent companies, subsidiaries, sister companies, and affiliates and all of its and their respective officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with Defendant ("Releasees"), from any and all claims, debts, liabilities, demands, obligations, penalties, premium

pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, alleged in the Operative Complaint under any legal theory under federal and state law for any alleged failure to pay wages due, failure to pay minimum wages, failure to pay all overtime wages earned, failure to provide rest or meal periods or proper compensation for rest periods and missed rest and meal periods, failure to maintain accurate payroll records, failure to reimburse all necessary business expenses, failure to pay wages for accrued sick days at the regular rate, failure to provide signed commission plans, failure to provide accurate wage statements, failure to timely pay wages during employment, failure to timely pay final wages upon separation of employment, and violations of the Unfair Competition Law for the Class Period. This Release shall include all claims and theories regarding the claims alleged, including under the California Labor Code, the California Business and Professions Code, the applicable Wage Orders, and the applicable regulations, including claims, to the extent they exist under California Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 1194, 2751 and 2802, claims under Business and Professions Code section 17200 *et seq.*, and claims for related penalties, interest, and attorneys' fees based on alleged violations of the above Labor Code provisions.

- 5.2 *Release by Aggrieved Employees:* All Aggrieved Employees fully release and discharge the Releasees from any and all claims under the PAGA premised on the facts and/or allegations in the Operative Complaint that arose during the PAGA Period (the "PAGA Release"), including any alleged failure to pay wages due, failure to pay minimum wages, failure to pay all overtime wages earned, failure to provide rest or meal periods or proper compensation for rest periods and missed rest and meal periods, failure to maintain accurate payroll records, failure to reimburse all necessary business expenses, failure to pay wages for accrued sick days at the regular rate, failure to provide signed commission plans, failure to provide accurate wage statements, failure to timely pay wages during employment, and failure to timely pay final wages upon separation of employment. It is understood and acknowledged that Aggrieved Employees entitled to a share of the PAGA Penalties will be issued payment for their share of the PAGA Penalties and will not have the opportunity to opt out of, or object to, the PAGA Release as set forth in this Paragraph. The PAGA Release is binding upon all Aggrieved Employees upon Court approval and payment of the PAGA Penalties. Further, the Aggrieved Employees are bound by the PAGA Release regardless of whether they cash the check with their PAGA Payment.
- 5.3 *Plaintiffs' General Release.* Plaintiffs and the Plaintiffs' former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Releasees from all claims, transactions or occurrences that occurred during the Settlement Period ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences after the Class Period. 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 agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.3.1 *Plaintiffs' Waiver of Rights Under Civil Code Section 1542.* For purposes of Plaintiffs' General Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of Civil Code section 1542, which reads:

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.

6. **MOTION FOR PRELIMINARY APPROVAL.** Upon full execution of the Agreement, Class Counsel will draft and file a Motion for Preliminary Approval of a class action settlement within 90 calendar days.

7. **SETTLEMENT ADMINISTRATION.**

7.1 *Selection of Administrator.* The Parties jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. 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 *Employer Identification Number.* The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 *Qualified Settlement Fund.* The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 *Notice to Class Members.*

7.4.1 Using best efforts to perform as soon as possible, and in no event later than 25 days after preliminary approval of the Agreement, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the total dollar amount of any Individual Class Payment and Individual PAGA Payment payable to the Class Member, and the number of Workweeks and, where appropriate, pay periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.2 Not later than five days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member

Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 7.4.3 The deadlines for Class Members' written objections, challenges to workdays, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.4 If the Administrator, Defendant, or Class Counsel are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously confer, in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, then such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5 *Requests for Exclusion (Opt Outs).*

- 7.5.1 Class Members who wish to exclude themselves (opt out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, 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 by the Class Notice. 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, then 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' Release under Paragraph 5.1 of this

Agreement, regardless of whether the Participating Class Member actually receives the Class Notice 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 an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for and will receive an Individual PAGA Payment.
- 7.6 *Challenges to Calculation of Pay Periods and/or Workweeks.* Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of pay periods and/or Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any convincing contrary documentation, the Administrator is entitled to presume that the number of pay periods and/or Workweeks contained in the Class Notice is correct so long as it is consistent with the Class Data. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of pay periods and/or Workweeks to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
- 7.7 *Objections to Settlement.*
- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement or this Agreement, including contesting the fairness of the Settlement, the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.
- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8 *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.
- 7.8.1 *Website, Email Address, and Toll-Free Number.* The Administrator will establish

and maintain an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, the Preliminary Approval Order, the Class Notice, the Final Approval Order and the Judgment. The Administrator will include on the website page an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. The Administrator will maintain the website and both monitor and respond to emails and calls from Class Members after disclosure to the attorneys from both sides and after consultation with the attorneys from both sides.

- 7.8.2 *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 five 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”); and (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion.
- 7.8.3 *Weekly Reports.* The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or pay periods received or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports will provide the Administrator’s assessment of the validity of Requests for Exclusion.
- 7.8.4 *Workweek and/or Pay Period Challenges.* The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Qualifying Workweeks and/or pay periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 *Administrator’s Declaration.* Not later than 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 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), and the number of written objections, and will attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 *Final Report by Administrator.* Within 10 days after the Administrator disburses

all funds in the GSA, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 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 payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **ESCALATOR CLAUSE.** The parties recognize that the GSA is predicated upon the number of Workweeks being not greater than 10 percent more than 230,000 for the period of September 25, 2019 through December 2, 2025. If the actual number Workweeks worked by Class Members during the Class Period is greater than 10% more than 253,000, then Defendant will have the option of either (1) shortening the Class Period and PAGA Period to avoid exceeding the 253,000 Workweeks or (2) increasing the GSA on a pro rata basis for the amount above the 253,000. By way of examples, if the overage is reached, then if the excess is 11% then the increase in the GSA will be 1%; if the excess is 12% then the increase will be 2%, etc.
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, then Defendant may, but need not, elect to withdraw from the Settlement. The Parties agree that if Defendant withdraws, the Settlement shall be void ab initio, having no force or effect whatsoever, and that no Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of their election to withdraw not later than 5 days after expiration of the opt-out period; late elections will have no effect on Defendant's right to withdraw.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (I), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval").
 - 10.1 *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 five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2 *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. Any decision by the Court to award less than the amounts requested for the Class Representative Service Payments, for Class Counsel Fees Payment, for Class Counsel Litigation Expenses Payment, or for Administrator Expenses Payment shall not constitute a material modification to the Agreement within

the meaning of this paragraph.

- 10.3 *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 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law.
- 10.4 *Waiver of Right to Appeal.* Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all rights to appeal from the Judgment, including all rights to post judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. This waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, then the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the NSA.
- 10.5 *Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment.* If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be voidable. If a reviewing Court vacates, reverses or modifies the Judgment in a matter that requires a material modification of this Agreement, the Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the GSA remains unchanged.
11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.
12. **ADDITIONAL PROVISIONS.**
 - 12.1 *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 Defendant that any allegation in the Operative Complaint has merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all

available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. 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 (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2 *Confidentiality Prior to Preliminary Approval.* Plaintiffs, Class Counsel, Defendant, 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, 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: (1) the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, 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.
- 12.3 *No Undue Publicity.* Neither Plaintiffs nor Class Counsel shall cause to be publicized, directly or indirectly, any discussion resulting in or the existence of this Agreement or its terms in any type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts, newspapers, website postings, messages on the Internet, Facebook, Twitter/X or any other social media. After the Effective Date, Class Counsel may state on their website that the case has been settled and provide a short and plain description of the claims that were settled, subject to Defendant's approval, which shall not be unreasonably withheld. This provision does not apply to any publications ordered by the Court.
- 12.4 *No Solicitation.* The Parties separately agree that they and their respective counsel and employees 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.
- 12.5 *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.
- 12.6 *Attorney Authorization.* Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, 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.

- 12.7 *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 or the Court for resolution.
- 12.8 *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.
- 12.9 *No Tax Advice.* Neither Plaintiffs, Class Counsel, Defendant, 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.
- 12.10 *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.
- 12.11 *Agreement Binding on Successors.* This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12 *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 California, without regard to conflict of law principles.
- 12.13 *Cooperation in Drafting.* The Parties 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.
- 12.14 *Headings.* The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.15 *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.

- 12.16 *Notice.* All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Robin G. Workman
robin@workmanlawpc.com
2325 3rd Street, Suite 329
San Francisco, CA 94107
Telephone: (415) 782-3660

To Defendant:

OGLETREE DEAKINS
Alexander M. Chemers
zander.chemers@ogletree
.com
Macy Valdes
macy.valdes@ogletreed.c
om
400 S. Hope St., Suite 1200
Los Angeles, California 90071
Telephone: (213) 330-0802

- 12.17 *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.
- 12.18 *Stay of Litigation.* The Parties agree that upon the execution of this Agreement the Actions shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, the Parties agree to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IT IS SO AGREED:

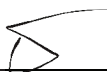
FOR PLAINTIFFS AND THE PUTATIVE CLASS AND AGGRIEVED EMPLOYEES

Dated: 02 / 09 / 2026



Plaintiff/Class Representative Amy Everett

Dated: 02 / 02 / 2026



Plaintiff/Class Representative David Shattuck

Dated: _____

Plaintiff/Class Representative David Jackson

Dated: February 2, 2026



Class Counsel Workman Law Firm, PC (as to form)

FOR DEFENDANT:

Dated: _____

For Defendant Mattress Firm, Inc.

Dated: _____

Defendant's Counsel Alexander Chemers (as to form)

Dated: _____

Plaintiff/Class Representative David Shattuck

Dated: 02 / 05 / 2026



Plaintiff/Class Representative David Jackson

Dated: February 2, 2026



Class Counsel Workman Law Firm, PC (as to form)

FOR DEFENDANT:

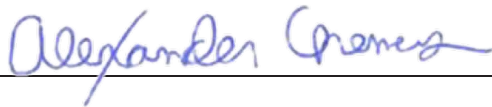
Dated: 13-Feb-2026

DocuSigned by:

6B24F486169F46E... _____

For Defendant Mattress Firm, Inc.

Dated: February 13, 2026



Defendant's Counsel Alexander Chemers (as to form)

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR
FINAL COURT APPROVAL**

*Amy Everett, David Shattuck, and David Jackson, et al. v. Mattress Firm Inc.
(San Diego Superior Court, Case No. 37-2023-0041586-CU-OE-CTL)*

[CLASS MEMBER NAME and ADDRESS]

Because your employment records show you were employed by Mattress Firm Inc. (hereafter “Defendant”) as a nonexempt individual in the State of California between September 25, 2019 through December 2, 2025, you are eligible to receive money from a class action settlement.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. The San Diego County Superior Court authorized this notice in the matter of *Amy Everett, David Shattuck, and David Jackson, et al. v. Mattress Firm Inc. (San Diego Superior Court, Case No. 37-2023-0041586-CU-OE-CTL)* (the “Lawsuit”). This is not a solicitation from a lawyer.

- You are receiving this Notice because Defendant’s records show that you worked for Defendant, as defined below, for some period of time for Defendants during the Class Period. Your estimated net settlement share is **[INSERT ESTIMATED AWARD]**.
- The parties have negotiated a proposed settlement (the “Settlement”) of the Lawsuit in the amount of \$4,675,000.00. The Settlement resolves claims against Defendant in the Lawsuit arising under any legal theory for any alleged failure to pay wages due, including minimum wage and overtime compensation, failure to provide rest or meal periods or proper compensation for rest periods and missed rest and meal periods, failure to provide signed commission plans, failure to reimburse business expenses, failure to pay paid sick leave, failure to timely pay wages during employment and at separation of employment, failure to pay for non-productive time, and/or failure to provide accurate wage statements, for the Class Period, as more fully explained in the Release section of this Notice, and for penalties under the Private Attorneys General Act (“PAGA”).
- Defendant denies all of the allegations in the Lawsuit and expressly and specifically denies violating any laws.
- Your legal rights may be affected by this Settlement whether you act, or do not act. Your options are explained in this notice. Thus, please read this notice carefully and in its entirety. To request to be excluded from, or object to, this Settlement, you must act before **[45 days from date notice is mailed]**.
- The Court still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals are resolved.

Your Legal Rights and Options in this Settlement

Do Nothing

Stay in the Lawsuit. Receive a share in the Settlement amount.

Ask To Be Excluded	Exclude yourself from the Settlement. You will receive no benefits (except for your share of the PAGA award) from the Settlement. You will not give up your rights to claims alleged in the Lawsuit. If you ask in writing to be excluded from the Settlement, you will not share in the settlement amount, except for your share of the PAGA award, and you will not give up any rights you may have with respect to the claims at issue in this lawsuit.
Object	Write to the Court about why you don't agree with the Settlement.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement.

1. Why did I get this notice?

Defendant's records show that you were employed by Defendant as a nonexempt individual in the State of California between September 25, 2019 through December 2, 2025. Employees who fall within this description are referred to as "Class Members."

The Court directed that you receive this notice because you have a right to know about the proposed Settlement, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after any objections and appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement provides.

This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the California Superior Court for the County of San Diego, and the Lawsuit is known as *Amy Everett, David Shattuck, and David Jackson, et al. v. Mattress Firm Inc. (San Diego Superior Court, Case No. 37-2023-0041586-CU-OE-CTL)*.

2. What is the lawsuit about?

The Lawsuit is for any alleged failure to pay wages due, including minimum wage and overtime compensation, failure to provide rest or meal periods or proper compensation for rest periods and missed rest and meal periods, failure to provide signed commission plans, failure to reimburse business expenses, failure to pay paid sick leave, failure to timely pay wages during employment and at separation of employment, failure to pay for non-productive time, and/or failure to provide accurate wage statements, and for penalties under PAGA.

Defendants expressly and specifically deny any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit. However, they have concluded that any further defense of the Lawsuit would be protracted and expensive for all Parties. They have, therefore, agreed to settle in the manner and upon the terms set forth in the Settlement Agreement to put to rest the claims as set forth in the Lawsuit.

3. Who are the plaintiffs in the lawsuit?

Amy Everett, David Shattuck, and David Jackson are the Plaintiffs and Class Representatives in the Lawsuit.

4. Why is there a settlement?

The Court did not decide in favor of the Class Representatives or Defendant. Instead, both sides agreed to the Settlement with the assistance of a professional mediator. That way, they can avoid the cost of a trial, and the people affected will get compensation as part of a compromise between the sides. Defendant did not admit any liability but settled the Lawsuit in order to avoid costly, disruptive, and time-consuming litigation. The Class Representatives and their attorneys think the Settlement is best for all Class Members.

5. What does the settlement provide?

Defendant will pay a Class Settlement Amount of \$4,675,000.00 (“Class Settlement Amount”) to cover: (1) Settlement payments to Settlement Class Members, including the Individual Class Payment and Individual PAGA Payment; (2) the costs of administering the Settlement; (3) Class Representative Enhancements to the Class Representatives; (4) payment to the California Labor and Workforce Development Agency (“LWDA”); and (5) the Class Counsel Award and costs. The Class Settlement Amount will be distributed in accordance with the terms of this Agreement. A description of how to “exclude” yourself is provided below, in Question 12 on page [REDACTED].

The Class Settlement Amount is based on Defendant’s estimate that there are approximately 230,000 Workweeks in the Class Period. Defendant agrees that if the actual number Workweeks worked by Class Members during the Class Period is greater than 10% more than 230,000, the Class Settlement Amount will be increased on a pro rata basis.

6. How much will my payment be?

Your share of the Settlement will depend on the number of Class Members who participate (*i.e.*, the number of Class Members who do not “exclude” themselves), how many Workweeks you worked for Defendant in California during the Class Period, and how many pay periods you worked for Defendant in California between April 2, 2023 through December 2, 2025. (“PAGA Period”). Each Class Member shall receive a pro rata portion of the Settlement subject to a distribution formula.

Defendant’s records show that you were employed in the State of California by Defendant as a nonexempt individual for some period of time during the Class Period, that you worked [NUMBER] of Workweeks for Defendant in California during the Class Period, and that you worked [NUMBER] of pay periods for Defendant in California during the PAGA Period. **Based on the preceding information, your estimated settlement payment for your Individual Class Payment is [REDACTED] and your estimated settlement payment for your Individual PAGA Payment is [REDACTED].**

If you feel that you were not credited with the correct number of Workweeks or pay periods that you worked in California during the Class Period or PAGA Period, you may submit evidence to the Administrator on or before [INSERT DATE OF RESPONSE DEADLINE] with documentation to establish the number of Workweeks and pay periods you claim to have actually worked during the relevant timeframes. DOCUMENTATION SENT TO THE ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS. The Administrator will promptly evaluate the evidence submitted and discuss in good faith with counsel for Defendant how many Workweeks and pay periods should be credited to you. The Administrator will make the final decision as to how many weeks and pay periods are credited, and report the outcome to you. If you are unsatisfied with the decision, you may submit an Objection, as discussed below, or you may opt out of the Settlement.

7. How can I get a payment?

You do not need to do anything to get your payment. If you are a Class Member (as defined above in Question #1), you received this notice, and the notice was addressed to you, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

8. What if my address changes?

If you move after receiving this notice or if it was misaddressed, please contact the Administrator:

[Insert Administrator address and phone number]

It is important that you advise the Administrator of any address changes so that future notices and/or the settlement payment can reach you.

9. When would I get my payment?

The Court will hold a hearing on **[INSERT FINAL APPROVAL HEARING DATE]** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can contact the attorneys for the Class, also known as “Class Counsel,” whose contact information is included in Question 13 for an update at any time.

10. What am I giving up to get a payment and by staying in the Class?

If the proposed Settlement is approved by the Court, a Judgment will be entered by the Court. The Judgment following approval of the Settlement by the Court will bind all Class Members who do not request exclusion from the Settlement. Any Class Member who does not request exclusion may, if they wish, enter an appearance, and may choose to be represented by the Class Member’s own lawyer, at the Class Member’s expense.

If the Settlement is approved and you choose not to exclude yourself from the Settlement, you will be forever barred from asserting any of the claims arising out of or relating to the Lawsuit against Defendant (“Released Claims”) and each of its present, former, and/or future parent companies, subsidiaries, sister companies and all of its and their respective officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them (“Releasees”).

The Released Claims include any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action of whatever kind or nature, alleged in the Operative Complaint under any legal theory under federal and state law for any alleged failure to pay wages due, failure to pay minimum wages, failure to pay all overtime wages earned, failure to provide rest or meal periods or proper compensation for rest periods and missed rest and meal periods, failure to maintain accurate payroll records, failure to reimburse all necessary business expenses, failure to pay wages for accrued sick days at the regular rate, failure to provide signed commission plans, failure to provide accurate wage statements, failure to timely pay wages during employment, failure to timely pay final wages upon separation of employment, and violations of the Unfair Competition Law for the Class Period. This Release shall include all claims and theories regarding the claims alleged, including under the California Labor Code, the California Business and Professions Code, the applicable Wage Orders, and the applicable regulations, including claims, to the extent they exist under California Labor Code sections 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 1194, 2751 and 2802, claims under Business and Professions Code section 17200 *et seq.*, and claims for related penalties, interest, and attorneys’ fees based on alleged violations of the above Labor Code provisions. .

If you were employed in the State of California by Defendant as a nonexempt individual for some period of time during the PAGA Period (“Aggrieved Employees”), the Released Claims include any and all claims under the PAGA premised on the facts and/or allegations in the Operative Complaint that arose during the PAGA Period (the “PAGA Release”), including any alleged failure to pay wages due, failure to pay minimum wages, failure to pay all overtime wages earned, failure to provide rest or meal periods or proper compensation for rest periods and

missed rest and meal periods, failure to maintain accurate payroll records, failure to reimburse all necessary business expenses, failure to pay wages for accrued sick days at the regular rate, failure to provide signed commission plans, failure to provide accurate wage statements, failure to timely pay wages during employment, and failure to timely pay final wages upon separation of employment.

11. Can I get a settlement payment if I still work for Defendant?

Yes. If you are still working for Defendant, you can receive a settlement payment. The Settlement will not affect your employment and Defendant will not retaliate against you in any manner for participating in the Settlement or choosing not to participate in the Settlement.

12. How do I get out of the Settlement?

If you **do not** want to take part in the Settlement, you can exclude yourself. To exclude yourself from the Settlement, you must send a letter or postcard postmarked no later than [insert response deadline] with your name, signature, and should state something to the effect of:

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN *AMY EVERETT, ET AL. V. MATTRESS FIRM, INC.*, SAN DIEGO SUPERIOR COURT, CASE NO. 37-2023-00041586-CU-OE-CTL.

Send the Request for Exclusion directly to the Administrator at the following address:

[Insert Administrator address]

The Request must be postmarked or faxed on or before [INSERT RESPONSE DEADLINE]. Any person who files a timely written request to be excluded from the Settlement will, upon receipt, no longer be a Class Member, will **not** receive any money from the Settlement, except for their share of the PAGA award because a Class Member who opts out is opting out of class relief only and is still an “aggrieved employee” under PAGA, and cannot object to the Settlement. You cannot both exclude yourself and object to the Settlement.

13. Who are the lawyers in this case?

CLASS COUNSEL:

Robin G. Workman
robin@workmanlawpc.com
2325 3rd Street, Suite 329 San Francisco,
CA 94107 Telephone: (415) 782-3660

COUNSEL FOR DEFENDANTS:

OGLETREE DEAKINS
Alexander M. Chemers
zander.chemers@ogletree.com
Macy Valdes
macy.valdes@ogletreedeakins.com
400 S. Hope St., Suite 1200
Los Angeles, California 90071
Telephone: (213) 330-0802

14. How will Class Counsel be paid?

All attorneys’ fees and costs awarded by the Court to Class Counsel will be paid out of the Class Settlement Amount. Class Counsel are asking the Court to award \$1,542,750 in attorneys’ fees, and litigation costs actually

incurred in representing the interests of the Class, supported by adequate documentation, in an amount not to exceed \$51,000.00. The Class Representatives and Class Counsel support this amount because of the substantial benefits obtained by Class Counsel for Class Members. The Court may award less than these amounts.

15. What other expenses are taken out of the total settlement amount?

Defendants have agreed to pay \$4,675,000.00 to resolve the claims that were brought in this lawsuit. Under the terms of the Settlement Agreement preliminarily approved by the Court, settlement administration costs will be paid from the Settlement amount [REDACTED] to act as the Administrator. As the Administrator, [REDACTED] is sending this notice to you, and will perform all the administrative duties related to this Settlement. The settlement administration costs are estimated to not exceed \$20,000.

Class Counsel will also ask the Court to award Class Representatives Amy Everett, David Shattuck, and David Jackson enhancement awards in the amount of \$20,000.00 each to compensate them for their service on behalf of the Class Members. The Class Representatives will also receive a share of the Settlement as class members.

Lastly, \$200,000.00 of the Settlement is allocated to the Private Attorneys General Act (“PAGA”) claims asserted in the Action (the “PAGA Settlement Amount”). Under PAGA, 75% of the PAGA penalties must be paid (here, \$150,000.00) to the LWDA. The remaining 25% (here, \$50,000.00) allocated to the PAGA claims will be included in the distribution to the Aggrieved Employees.

After making the deductions referenced in this section and in section 14, above, in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making individual payments to participating Class Members (“Individual Class Payments”) and individual payments to Aggrieved Employees (“Individual PAGA Payments”).

Plaintiffs and Defendants are asking the Court to approve an allocation of one-third of each Participating Class Member’s Individual Class Payment to be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining two-thirds of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Interest and Penalties Portion”). The Interest and Penalties Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

16. How do I tell the court that I do not agree with the Settlement?

If you are a Class Member, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. You can submit a written objection to the Administrator no later than [INSERT RESPONSE DEADLINE]. However, even if you do not submit a written objection you may appear at the Final Fairness Hearing in-person and present any objection that you wish for the Court to consider. The Final Fairness Hearing is presently scheduled for [INSERT FINAL APPROVAL HEARING DATE] at [INSERT TIME] in [INSERT HEARING LOCATION INFORMATION].

If you wish to submit a written objection please mail it to the Administrator at:

[Insert Administrator address]

Written objections should **not** be filed with and/or mailed/served on Class Counsel.

17. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object to the Settlement because the case no longer affects you, except that you will receive your share of the PAGA Settlement Amount.

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

The Court will hold a Final Settlement Approval Hearing, which is presently scheduled for [INSERT FINAL APPROVAL HEARING DATE] at [INSERT TIME] in [INSERT HEARING LOCATION INFORMATION]. The date and time of the Final Settlement Approval Hearing is subject to change. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide how much money to pay to Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will appear at the Final Settlement Approval Hearing. However, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. You may also pay your own lawyer to attend, but this is not required.

20. Are there more details about the Settlement and how do I get more information?

This notice summarizes the proposed Settlement. More details are in a Settlement Agreement and a website created by the Administrator accessible at: www.xxxxxxx.com. The pleadings and other records in this litigation are also available on the Alameda County Superior Court's website, at [INSERT LINK].

PLEASE DO NOT TELEPHONE THE COURT, THE OFFICE OF THE CLERK, DEFENDANTS OR DEFENSE COUNSEL FOR INFORMATION REGARDING THIS PROPOSED SETTLEMENT.