AMENDED AND RESTATED SETTLEMENT AGREEMENT AND RELEASE

This Amended and Restated Settlement Agreement and Release (the "Agreement") is made and entered into by and between Plaintiff Eden Guitron ("Settlement Class Representative" or "Plaintiff"), individually and on behalf of the Settlement Class Members (as defined below), on the one hand, and Defendants Serta, Inc. and Serta Simmons Bedding, LLC (collectively "SSB" or "Defendants"), on the other hand. The Settlement Class Representative and SSB are referred to collectively as the "Parties" or individually as a "Party."

RECITALS

This Agreement is made for the following purposes and with reference to the following facts:

WHEREAS, on or about October 24, 2024, the Settlement Class Representative, on behalf of herself and similarly situated individuals, filed a class action complaint against SSB in the Superior Court of California, Los Angeles County, Case No. 24STCV27855, alleging SSB recorded its customers' communications without the knowledge or consent of all of the parties to the telephone communication in violation of California Penal Code § 632.7 (the "Complaint").

WHEREAS, SSB removed the case to United States District Court in the Central District of California, Case No: 2:25-cv-00409-MEMF-MAR on January 15, 2025 (collectively, along with LASC Case No. 24STCV27855, the "Action"), and filed its answer to the Complaint on February 21, 2025.

WHEREAS, the Parties engaged in an informal exchange of information under Evid. Code § 1152, as well as an all-day mediation session on July 9, 2025, with respected mediator Hon. Suzanne Segal (Ret.). After intensive negotiations, the Parties arrived at an agreement in principle on a class-wide settlement of the Action with the understanding that the settlement would be formally documented in a long-form settlement agreement.

WHEREAS, the Parties documented their settlement in a written Settlement Agreement and Release, as fully executed as of December 8, 2025. This Agreement is intended to and shall fully supersede and replace that writing in its entirety.

WHEREAS, SSB denies all allegations of wrongdoing. SSB also denies that the Settlement Class Representative, or the class she seeks to represent, are entitled to any form of damages or relief based on the conduct alleged in the Action. In addition, SSB maintains that it has meritorious defenses to all the claims alleged in and throughout this litigation, including but not limited to defenses SSB alleged in its answer and during mediation.

WHEREAS, Settlement Class Counsel (as defined below) and the Settlement Class Representative believe that the Action has merit and have examined and considered the benefits to be obtained under this Agreement, the risks associated with the continued prosecution of this complex and potentially time-consuming litigation, and the likelihood of class certification and success on the merits. Taking all the above into account, Settlement Class Counsel and the Settlement Class Representative have concluded based upon their independent investigation and

information provided by SSB that this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members (as defined below).

WHEREAS, as a result of the Parties' investigation and consideration of the facts underlying the Action, and to avoid the expense, inconvenience, and burden of further litigation, the Parties have agreed to a settlement of their dispute as set forth herein with no admission of liability whatsoever by any Party. The Parties intend this Agreement to bind the Parties and all Settlement Class Members who are not excluded from the Settlement Class (as defined below).

WHEREAS, SSB estimates based upon its records that there are approximately 2846 Settlement Class Members (as defined below).

WHEREAS, as part of the settlement, the Parties agreed that the Action would be remanded back to the Superior Court of California, Los Angeles County, Case No. 24STCV27855 (hereinafter the "State Court"), which was completed on August 15, 2025.

AGREEMENT

NOW, THEREFORE, in light of the foregoing, and in consideration of the terms and conditions set forth herein, which the Parties acknowledge are good and valuable consideration for this Agreement, the Parties hereby agree and stipulate, by and through their respective counsel of record, subject to approval by the State Court, as follows:

1. Additional Definitions

As used in this Agreement and its incorporated exhibits, the following terms have the following meanings:

(a) "Authorized Claimants" means those Settlement Class Members who submit a valid and timely Claim Form (as defined below), as well as Settlement Class Members who cure their invalid or deficient Claim Form, and who are entitled to a Settlement Payment (as defined below) from the Net Settlement Fund (as defined below).

(b) "Claim Form" is the hard-copy or electronic form, substantially in the form of **Exhibit A** hereto, that Settlement Class Members must submit to the Claims Administrator (as defined below), certifying that they are entitled to recovery under this Agreement, in order to receive a portion of the Net Settlement Fund.

(c) "Claims Administrator" refers to Epiq, which the Parties have agreed will be engaged by Plaintiff's counsel and responsible for the administration of this class action settlement as described herein. As a condition of its appointment as Claims Administrator, Epiq shall use any Settlement Class Member information provided by either Settlement Class Counsel or SSB solely to carry out its duties as Claims Administrator under this Settlement Agreement.

(d) "Claims Period" refers to the time period an Authorized Claimant may submit a Claim Form. The period shall last ninety (90) calendar days, or a different period if ordered by the Court, and begin on the day the Claims Administrator sends the Settlement Class Notice.

(e) "Class Period" means September 11, 2023, through July 9, 2025, inclusive.

(f) "Class Action Settlement" refers to the settlement of the claims brought by the Settlement Class Representative and Settlement Class Members in this Action which is embodied in this Agreement.

(g) A "Class Member Contact List" will be created by SSB that compiles (i) the unique telephone numbers bearing a California prefix for all Settlement Class Members, and (ii) for such telephone numbers, any other identifying information reasonably available in its systems that can be associated with such Settlement Class Members, including, if applicable, the name(s) of the caller(s), billing and/or mailing address, email address(es), and/or other telephone numbers. The Parties understand and acknowledge that, for some Settlement Class Members, the Class Member Contact List may only contain the unique telephone number.

(h) "Defense Counsel" refers to Holland & Knight LLP.

(i) "Electronic Payment Services" are services such as PayPal, Venmo, and other similar services agreed to by the Parties and Claims Administrator, that Settlement Class Members may elect to use to receive their Settlement Payment.

(j) "Final Approval Order" shall mean the final order entered by the State Court in this Action upon final approval of this Class Action Settlement (as defined below). The Final Approval Order shall not be entered if any Party terminates this Agreement under the terms set forth herein. The settlement embodied in this Agreement shall become effective on the Settlement Effective Date (as defined below).

(k) "Gross Settlement Amount" shall equal $942,500.00 and is the amount SSB agrees to fund in order to pay all claims, settlement administration costs, attorneys' fees and costs, and any other expenses associated with the Class Action Settlement. In no event will SSB be required to pay more than $942,500.00.

(l) "Material Modification" is a modification or addition that a reasonable person in that Party's position would find to constitute a substantive change that, if known at the time the Agreement was entered into, would have affected that Party's decision regarding whether to enter into the Agreement. By way of a non-exclusive example, such modification includes, but is not limited to, any change in the amount that will be paid by SSB.

(m) "Net Settlement Fund" are the funds allocated to pay the claims of Authorized Claimants and excludes the amounts outlined in Section 3.4.

(n) "Payment Void Date" is the deadline Settlement Payments sent via check or Electronic Payment Services must be cashed, deposited, or transferred to a valid electronic account, which is one-hundred and eighty (180) calendar days after the Claims Administrator issues Settlement Payments to Authorized Claimants.

(o) "Settlement Class" or "Settlement Class Members" means the 2,846 unique callers with a telephone number bearing a California prefix who SSB's records identified as having had a telephone conversation with SSB on a line that may have been recorded without an automated call

recording disclosure during the period September 11, 2023 through July 9, 2025. Excluded from the Settlement Class are all attorneys and employees of Settlement Class Counsel, any judicial officer to whom this case is assigned, and persons who validly opt out of the settlement by following the procedures set forth herein.[1]

(p) "Settlement Class Counsel" refers to Greenstone Law APC and Glancy Prongay & Murray LLP.

(q) "Settlement Class Notice" means the notice of the Class Action Settlement that will be emailed to the Settlement Class Members for whom an email address is located in substantially the same form and content as **Exhibit B** (or "Email Notice") and the post-card notice of the Class Action Settlement that will be mailed to the Settlement Class Members for whom a mailing address is located in substantially the same form and content as **Exhibit C** (or the "Postcard Notice").

(r) "Settlement Effective Date" means the later of entry of the Final Approval Order and (a) the expiration of the prescribed time for commencing any appeal and no appeal has been filed; or (b) if an appeal has been filed, either (i) the appeal has been dismissed and the prescribed time, if any, for commencing any further appeal has expired, or (ii) the Final Approval Order has been affirmed in its entirety and the prescribed time, if any, for commencing any further appeal has expired. For purposes of this Agreement, an "appeal" includes appeals as of right, discretionary appeals, interlocutory appeals, proceedings involving writs of certiorari or mandamus, and any other proceedings of like kind.

(s) "Settlement Payment" means the portion of the Net Settlement Fund paid to each Authorized Claimant in order settle his or her claim made against SSB.

(t) "Settlement Website" means the website created by the Claims Administrator that sets forth, in English and Spanish, a summary of the terms of the settlement; the means by which Settlement Class Members may communicate with the Claims Administrator (including but not limited to the Claims Administrator's business name, address, a toll-free telephone number, and e-mail address); a set of Frequently Asked Questions and corresponding answers; instructions on how to submit a Claim Form (both electronically and by mail) and the deadline to do so; and instructions on how to object to and opt out of the Class Action Settlement and the deadline to do so.

(u) "Supplemental Payment" refers to the amount distributed to each Authorized Claimant if sufficient money remains in the Net Settlement Fund after the Payment Void Date. A Supplemental Payment shall be made provided if there are sufficient funds such that each Authorized Claimant entitled to receive a Supplemental Payment will receive at least $10.00.

[1] The Settlement Class definition is agreed to for settlement purposes only and does not represent an agreement or concession by the parties as to the requirements of California Penal Code Section 632.7 at certification, trial or otherwise.

2. Certification of Settlement Class and Approval of the Settlement

2.1 As soon as practicable after this Agreement is signed, the Settlement Class Representative shall move the State Court for an order provisionally certifying the Settlement Class (for settlement purposes only) and preliminarily approving the settlement embodied by this Agreement. The motion shall request that the State Court (a) preliminarily approve this Agreement as being fair, adequate and reasonable, and falling within the range of possible final approval; (b) stay all proceedings in the Action until the State Court renders a final decision on approval of the Class Action Settlement; (c) appoint the named Plaintiff as Settlement Class Representative for settlement purposes only; (d) appoint Settlement Class Counsel as Class Counsel for settlement purposes only; and (e) set a mutually agreeable date and time for the final approval hearing. The Parties agree that the State Court may make preliminary findings and enter an order conditionally certifying the Settlement Class subject to final findings, final approval of the Class Action Settlement, and entry of the Final Approval Order.

2.2 No later than forty-five (45) calendar days after the Claims Administrator has sent Settlement Class Notice, or a date otherwise ordered by the State Court, Settlement Class Counsel shall file their motion for final approval of the Class Action Settlement and entry of a Final Approval Order and motion for an award of attorneys' fees, litigation costs, administration costs, and the Settlement Class Representative's service award. Settlement Class Counsel shall file with their final approval motion papers a complete list of all Settlement Class Members who validly and timely have excluded themselves as of the filing date from the Settlement Class, if any. Settlement Class Counsel shall prepare initial drafts of the motion for final approval and supporting documents and provide those drafts to Defense Counsel at least five (5) business days before filing, or a date otherwise ordered by the State Court. SSB may file its own brief statement of non-opposition in support. Class Counsel's motion for final approval and attorneys' fees, as well as all supporting papers shall be provided to Settlement Class Members upon request.

2.3 The Parties shall take all necessary and reasonable steps to achieve certification of the Settlement Class, preliminary and final approval of the Class Action Settlement, and entry of a Final Approval Order and Judgment, including, without limitation, responding to objections and obtaining any further orders from the State Court as may be necessary. At the time of the final approval hearing by the State Court, and if the State Court provides final approval of the settlement, the Parties shall request that the State Court immediately execute and enter a Final Approval Order and Judgment resolving all claims asserted in the Action and retaining continuing jurisdiction over the parties to enforce the terms of the settlement in accordance with Cal. Rule of Court 3.769(h). The Parties shall execute and deliver any additional papers, documents and other assurances, and shall do any other acts reasonably necessary to perform their obligations under this Agreement and to carry out the Agreement's expressed intent.

2.4 SSB does not consent to certification of any class for any purpose other than effectuating this Class Action Settlement and disputes that any class should or could be certified for any other purpose. If the State Court does not approve this Class Action Settlement, either preliminarily or finally, or the Agreement otherwise terminates, and the Parties cannot otherwise reach an amended agreement that satisfies the State Court, (i) the Mediator's Proposal and this Agreement shall be automatically of no force or effect; (ii) any Preliminary Approval Order and all of its provisions will be vacated; (iii) any documents or information exchanged during the

settlement discussions shall be returned, deleted or destroyed; and (iv) no term or draft of the Mediator's Proposal or of this Agreement, or any part or aspect of the Parties' settlement discussions, negotiations, or documentation (including without limitation any declarations and briefs filed in support of the motions for preliminary or final approval) will have any effect or be admissible into evidence for any purpose in this Action or any other proceeding. If the State Court proposes Material Modifications of, or additions to, this Agreement or its exhibits, the Parties each agree to exercise their judgment in good faith to reach agreement on the State Court's proposed modifications of, or additions to, this Agreement or its exhibits.

3. Settlement Payments and Procedures

3.1 SSB agrees to fund the Gross Settlement Amount as follows:

3.1.1 No later than fourteen (14) calendar days after the State Court enters the order granting preliminary approval, or a date otherwise ordered by the State Court, SSB shall deposit with the Claims Administrator the estimated administration costs (no more than $80,000.00) necessary to pay for the notice program described below in Section 6. Payment of the administration costs to the Claims Administrator shall not precede payment to Class Members.

3.1.2 Within twenty-one (21) calendar days of the Settlement Effective Date, or a date otherwise ordered by the State Court, SSB shall fund the remainder of the Gross Settlement Amount (i.e., $942,500 less the amount previously paid for notice-related costs) by depositing that amount with the Claims Administrator.

3.1.3 No interest shall accrue on said sum, or any part thereof. All notice and administration costs and expenses, any attorneys' fees and expenses awarded to Settlement Class Counsel, and any service award to the Settlement Class Representative shall be paid from the Gross Settlement Amount. In no event shall SSB or any of the other Released Parties be required to make any payment in excess of the Gross Settlement Amount for any cause or reason whatsoever.

3.1.4 The Gross Settlement Amount, and any parts thereof, shall be deposited by the Claims Administrator into one or more FDIC-insured institutions in a segregated non-interest-bearing account or accounts to be opened and maintained by the Claims Administrator at banks that have passed the most recent Dodd-Frank Act Stress Test. The Claims Administrator shall maintain those accounts and allow withdrawals from those accounts only if those withdrawals are consistent with the terms of this Agreement and any orders of the State Court. The Claims Administrator may use the funds deposited after preliminary approval is granted to cover the preparation, mailing, and emailing of the Settlement Class Notice (including performing address searches, updates and verifications prior to the first mailing and a single address follow up on any returned mail), and setting up the Settlement Website.

3.2 Settlement Class Counsel shall have the right to make a motion for attorneys' fees of no more than one-third of the of the Gross Settlement Amount ($314,166.00) and actual out-of-pocket costs, currently estimated not to exceed $20,000.00, to be paid from the Gross Settlement Amount. Settlement Class Counsel's motion shall indicate how fees are to be shared among Class Counsels' two law firms. SSB will not oppose any motion by Settlement Class

Counsel for an award of attorneys' fees and costs provided it does not exceed $334,166.00. SSB agrees that it has no right to appeal the amount of any award of attorneys' fees or costs so long as the amounts awarded do not exceed a total of $334,166. SSB shall not be liable for any payment to Settlement Class Counsel other than the above-described award for attorneys' fees and costs to be paid out of the Gross Settlement Amount regardless of any potential objection or appeal. A reduction by the State Court or by an appellate court of the attorneys' fees and costs awarded to Settlement Class Counsel will not be considered a Material Modification of this Agreement and shall not affect any of the Parties' rights and obligations under this Agreement. No later than forty-five (45) calendar days after the Settlement Effective Date, forty-five (45) calendar days after the deadline for submission of claims, whichever is later, or a different date otherwise ordered by the State Court, the Claims Administrator shall pay attorneys' fees and costs to Settlement Class Counsel. Payment of attorneys' fees and costs shall not precede payment to Class Members.

3.3 Settlement Class Representative may seek a service award of $5,000.00 as consideration for her efforts in prosecuting the Action to date and through entry of the Final Approval Order and Judgment. SSB will not oppose this request so long as it does not exceed the above amount. SSB agrees that it has no right to appeal the amount of any service award so long as the amount awarded does not exceed $5,000.00. Other than the value of her individual claim as a Settlement Class Member, the amount ultimately ordered by the State Court shall be the only consideration paid to the Settlement Class Representative under this Agreement or in connection with the Action and shall be paid out of the Gross Settlement Amount, and SSB shall not otherwise be liable for any payment to the Settlement Class Representative. A reduction by the State Court or by an appellate court of any service award will not be considered a Material Modification of this Agreement and shall not affect any of the Parties' rights and obligations under this Agreement and shall serve only to reduce the amount of the service award payable to the Settlement Class Representative and increase the Net Settlement Fund (as defined below) payable to Authorized Claimants. No later than forty-five (45) calendar days after the Settlement Effective Date, forty-five (45) calendar days after the deadline for submission of claims, whichever is later, or a different date otherwise ordered by the State Court, the Claims Administrator shall pay the service award to the Settlement Class Representative. Payment of the Settlement Class Representative's service award shall not precede payment to Class Members.

3.4 The following amounts shall be subtracted from the Gross Settlement Amount to arrive at the amount of the "Net Settlement Fund": Notice and administrative costs (estimated at no more than $80,000.00, which includes the amount deposited by SSB as described in Section 3.1 for the notice program); attorneys' fees as awarded to Settlement Class Counsel up to a maximum of $314,166.00; costs as awarded by the State Court to Settlement Class Counsel and estimated not to exceed $20,000; and the service award to the Settlement Class Representative of up to $5,000.00, all totaling an estimated $419,166 and leaving an estimated $523,334 Net Settlement Fund. The entire Net Settlement Fund shall be allocated to pay the approved claims of Authorized Claimants. Each approved claim shall be entitled to a pro rata share of the Net Settlement Fund, subject to a per person cap of $5,000.00. To receive a Settlement Payment of $2,000.00 or more, an Authorized Claimant must timely provide his/her Tax Identification Number ("TIN") to the Claims Administrator, pursuant to the instructions on the Claim Form and the Settlement Website. If an Authorized Claimant's pro rata share of the Net Settlement Fund is $2,000.00 or greater and the Claimant does not timely provide his/her TIN to the Claims Administrator, that Authorized Claimant's Settlement Payment shall be reduced to $1,999.00.

3.5 No later than forty-five (45) calendar days after the Settlement Effective Date, forty-five (45) calendar days after the deadline for submission of claims, whichever is later, or a different date otherwise ordered by the State Court, the Claims Administrator shall issue Settlement Payments to Authorized Claimants in the method requested by each claimant (via check or Electronic Payment Service). All Settlement Payments must be cashed, deposited, or transferred to a valid Electronic Payment Service account by the Payment Void Date.

3.6 Supplemental Payments and Cy Pres Beneficiary:

3.6.1 Supplemental Payments: If any funds remain in the Net Settlement Fund after Authorized Claimants have been paid, or from Settlement Payments not cashed, deposited, or transferred to a valid Electronic Payment Service account by the Payment Void Date, any remaining amount of the Net Settlement Fund shall be used to make a Supplemental Payment to each Authorized Claimant within 15-days of the last outstanding Payment Void Date, or a date otherwise ordered by the State Court, so long as (i) such Authorized Claimants are not paid more than $5,000 in total and (ii) there is enough funds to pay each Authorized Claimant entitled to a Supplemental Payment at least $10.00 (or there is still money left in the Net Settlement Fund after the Supplemental Payment is made).

3.6.2 No later than 30-days after all Settlement Payments to Authorized Claimants has been made, or a date otherwise ordered by the State Court, including all Supplemental Payments under Section 3.6.1, the Parties shall file a report with the Court setting forth the total amount that was actually paid to the class members and identifying any amounts remaining in accordance with Cal. Code of Civil Procedure section 384.

(a) After the report is received, the Parties shall jointly request that the State Court amend the judgment to direct the Claims Administrator to pay the remaining amount of the Net Settlement Fund to the Consumer Federation of California Education Foundation (the "Cy Pres Beneficiary") for non-litigation use by that organization, or as otherwise ordered by the State Court.

(b) The Parties agree and acknowledge that payment to the Cy Pres Beneficiary shall further the purposes of the underlying Action, which is based on privacy claims by California consumers.

(c) Both SSB and the Class Representative warrant and declare that they have no interest in the proposed Cy Pres Beneficiary, the Consumer Federation of California Education Foundation.

3.7 The Gross Settlement Amount is a compromise of the Settlement Class Representative's claims that she and the Settlement Class Members have been injured and that they are entitled to recover statutory damages. SSB denies the validity of the Settlement Class Members' claims and that they have been injured or are entitled to recover any statutory or other damages. Thus, the Gross Settlement Amount is not, and cannot be characterized as, a penalty or a fine.

3.8 If final approval is granted and not reversed by writ or appeal, SSB has no reversionary interest in any amount of the Gross Settlement Amount, and the entire Net Settlement

Fund must be paid out to Authorized Claimants and, if required by Section 3.6 above, to the Cy Pres Beneficiary, or as otherwise ordered by the State Court.

4. Claims Administration

4.1 The Claims Administrator shall administer the process of notifying the Settlement Class; receiving, processing and paying claims, Settlement Class Counsel's approved attorneys' fees and costs, and the Settlement Class Representative's approved service award; opening and maintaining bank accounts and maintaining the Gross Settlement Amount and Net Settlement Fund; complying with all tax-reporting obligations such as issuing and mailing to Settlement Class Members any necessary United States Internal Revenue Service 1099 Forms; obtaining any necessary information from Settlement Class Counsel, the Settlement Class Representative and Authorized Claimants for tax reporting purposes; and carrying out any other duties necessary to administer the Class Action Settlement and/or to which the Parties otherwise agree in writing. The Claims Administrator shall ensure that the information that it receives from the Parties, their Counsel and/or Settlement Class Members is secured and managed in such a way as to protect the security and confidentiality of that information from third parties.

4.2 The Claims Administrator shall provide a declaration to Settlement Class Counsel and Defense Counsel confirming that the Claims Administrator provided the Settlement Class with notice in accordance with the State Court's preliminary approval order and any subsequent orders the State Court might make as to the notice to be provided the Settlement Class, along with a list of all Settlement Class Members who submitted timely and valid requests for exclusion, as described in Section 10 of this Agreement.

5. Nullification & Severability

5.1 If any immaterial provision of this Agreement is declared by the State Court to be invalid, void, or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

5.2 In the event that, for any reason, final distribution of the settlement amounts does not occur (for example, because this Agreement and/or the Final Approval Order and Judgment is modified or reversed on appeal) (a "Triggering Event"), the entire Gross Settlement Amount, less any costs and expenses incurred by the Claims Administrator for work performed in connection with this Agreement up through the termination date, shall be returned to SSB within 10 business days of the Triggering Event.

6. Settlement Class Notice

6.1 The Class Member Contact List shall be compiled and provided to the Claims Administrator no later than fourteen (14) calendar days after entry of the State Court's order preliminarily approving the Class Action Settlement, or a later date to be ordered by the State Court.

6.2 Before Settlement Class Notice is sent the Claims Administrator shall do the following: (1) run database searches in an effort to obtain the names, mailing addresses and email addresses associated with each telephone number provided by SSB; and (2) run all mailing

addresses through the United States Postal Service National Change of Address (or comparable) database to update the information.

6.3 No later than forty-five (45) calendar days after entry of the State court's order preliminarily approving the Class Action Settlement, or a date otherwise ordered by the State Court, the Claims Administrator shall send notice, as follows:

6.3.1 Email Notice: For each person on the Class Member Contact List for whom an email address was provided by SSB or otherwise located by the Claims Administrator, the Claims Administrator shall send the Email Notice (substantially in the form of **Exhibit B)**. The Email Notice will contain a GUID link to the Claim Form on the Settlement Website. For any invalid email addresses or other bounce backs, the Claims Administrator shall employ reasonable efforts to resend the Notice in accordance with the timeline in Section 6.3.4.

6.3.2 Post-Card Notice: For each person on the Class Member Contact List for whom a mailing address can be located, either as provided by SSB or otherwise located by the Claims Administrator, the Claims Administrator shall also send the Postcard Notice (substantially in the form of **Exhibit C**) by regular mail. The Postcard Notice will consist of a double post card with a tear off claim form included and a QR code that Class Settlement Members can scan to link directly to the Claim Form on the Settlement Website. If any Postcard Notice is returned as undeliverable, the Claims Administrator will perform a skip-trace and/or other customary address searches in an attempt to locate a valid address and, if a new mailing address is obtained, re-mail the Postcard Notice to that updated mailing address in accordance with the timeline in Section 6.3.4.

6.3.3 Text-Message Notice: For each person on the Class Member Contact List for whom a phone number is provided by SSB, the Claims Administrator shall also send the Text Message Notice (substantially in the form of **Exhibit D**).

6.3.4 Re-Sent Email and Post-Card Notices: If the Claims Administrator determines that it is necessary and appropriate to resend any email or post-card notices in accordance with Sections 6.3.1 or 6.3.2 above, such notices shall be sent no later than forty-five (45) calendar days before the close of the Claims Period, or upon a date otherwise ordered by the State Court.

6.4 Not later than forty-five (45) calendar days before the close of the Claims Period, or a date otherwise ordered by the State Court, the Claims Administrator shall contact Settlement Class Counsel and Defense Counsel with the number of claims that have been submitted for their joint determination of whether sending a reminder notice to the Settlement Class Members will be beneficial. If Settlement Class Counsel and Defense Counsel jointly determine that sending a reminder notice will be beneficial, the Parties will meet and confer on the appropriate language and direct the Claims Administrator to send the reminder once to Settlement Class Members who have not yet submitted a claim or requested exclusion from the Settlement Class.

6.5 By the time Notice is sent, the Claims Administrator shall publish the Settlement Website. At the time of publication, Settlement Website shall provide, free of charge,

a viewable, printable and downloadable copy, in PDF file format, of each of the following documents: this Agreement; the Complaint; the Answer to the Complaint; the State Court's order preliminarily approving the Class Action Settlement; the Claim Form (**Exhibit A**) in English and Spanish; and the long-form Settlement Class Notice (substantially in the form of **Exhibit E**) in English and Spanish. The Settlement Website shall be updated to include Plaintiff's motion for final approval and motion for attorneys' fees, costs and class representative service award, and all supporting papers. The Settlement Website shall remain active for seven (7) calendar days after the Payment Void Date and shall be made non-operational on the 8th day after the Payment Void Date. Defense Counsel and Settlement Class Counsel shall have the right to review and approve the Settlement Website, including its content, not less than seven (7) calendar days before it goes live.

6.6 Unless otherwise required by the State Court, nothing else shall be required of the Parties, Settlement Class Counsel, Defense Counsel or the Claims Administrator to provide notice of the proposed settlement and the final approval hearing as described herein.

6.7 The Parties agree that the Settlement Class Notice program described herein fairly informs the Settlement Class Members of the nature of the litigation, the financial and other terms of the Agreement that are particularly significant for the Settlement Class Members, the procedure for and consequences of making a claim, opting-out and objecting to this Agreement, and the date of the final approval hearing as set by the State Court.

7. Data Protection

7.1 The Parties affirm that the above-described identifying Settlement Class Member information shall not be used for any purpose other than identifying and providing notice to Settlement Class Members pursuant to this Agreement and for communications with Settlement Class Members concerning their claims and/or other aspects of the settlement and their interest in the settlement. The Claims Administrator shall ensure that the information that it receives from SSB, Defense Counsel, and/or Class Members is secured and managed in such a way as to protect the security and confidentiality of the information, consistent with the privacy policies of SSB as well as applicable law. Except as specifically provided in this Agreement and as necessary for Settlement Class Counsel to meet its duties to Settlement Class Members, the Claims Administrator shall not disclose or disseminate any information that it receives from SSB, including but not limited to SSB's customer information, to anyone without the prior written consent of SSB.

8. Submission of Claims

8.1 In order to receive a share of the Net Settlement Fund, a Settlement Class Member must complete and timely submit a Claim Form, and that Claim Form must be validated by the Claims Administrator. Claim Forms must be postmarked or received electronically no later than ninety (90) calendar days after the Claims Administrator sends the Settlement Class Notice, or by a different date ordered by the State Court. Unless otherwise ordered by the State Court or agreed upon by the Parties, any Claim Form that is postmarked or received electronically after the end of the Claim Period shall be rejected.

8.2 The Claim Form shall require Settlement Class Members to certify that their telephone number, the last four digits of which shall be pre-populated on the online Claim Form and the Postcard Notice tear off Claim Form, belongs to the Settlement Class Member and was used to communicate with SSB during the Class Period. Each Settlement Class Member who submits an approved Claim Form shall receive a pro-rata share of the Net Settlement Fund, subject to a per person cap of $5,000.00 provided the Authorized Claimant timely submits his/her TIN to the Claims Administrator, pursuant to the instructions on the Claim Form and the Settlement Website. If an Authorized Claimant's pro rata share of the Net Settlement Fund is $2,000.00 or greater and the Claimant does not timely provide his/her TIN to the Claims Administrator, that Authorized Claimant's Settlement Payment shall be reduced to no more than $1,999.00.

8.3 To help prevent against fraudulent claims, the GUID link to the Claim Form contained in the Email Notice and the QR code to the Claim Form contained in the Postcard Notice will be unique for each Class Member. Settlement Class Members who submit an online Claim Form without clicking through the GUID link or scanning the QR code (i.e., by visiting the settlement website) will be required to provide a unique code, which shall appear on their Email Notice and Postcard Notice, and which shall also be pre-populated on the Postcard Notice tear off Claim Form. Settlement Class Members also may obtain their required code by contacting the Claims Administrator by telephone or email, as described in the notices and as posted on the Settlement Website.

8.4 The Claims Administrator will develop and post an online version of the Claim Form that may be "certified" and submitted electronically. If a Settlement Class Member fails to properly complete or electronically sign the Claim Form, they will be automatically notified that they need to complete that portion before they can submit the Claim Form. Upon completion of the electronic Claim Form, the Settlement Class Member will be asked whether they want their Settlement Payment via Electronic Payment Services or mailed check and to verify or provide such information as is reasonably necessary in order process the Settlement Payment accordingly.

8.5 The Claims Administrator will use adequate and customary procedures and standards to determine whether a Claim Form meets the requirements set forth in this Settlement Agreement, to prevent the payment of duplicate or fraudulent claims, and to pay only valid and eligible clams. Each Claim Form shall be submitted to, and reviewed by, the Claims Administrator, who shall determine if each claim shall be allowed. The Claims Administrator will use all reasonable efforts and means to pay only valid and eligible claims, and to prevent the payment of duplicative or fraudulent claims, including, without limitation, indexing all payments to be made to Settlement Class Members, and meeting and conferring with Class Counsel and Defense Counsel as necessary.

8.6 If any Settlement Class Member submits a deficient Claim Form, the Claims Administrator shall promptly provide a notice to that Settlement Class Member informing him or her of the deficiency and that he or she has thirty (30) calendar days from the date of notice (which shall be the date the notice is sent), or a date otherwise ordered by the State Court, to cure the deficiency. A Claim Form is deficient if it deviates from the instructions embodied in the Claim Form, or if it is submitted from two or more individuals asserting entitlement to payment arising from the same telephone call. In the case of a dispute between claimants (and prior to sending notice of deficiency), the Claims Administrator shall make a reasonable investigation of the

discrepancy (which may include contacting the claimants) to determine whether a Claim Form is valid. The Claims Administrator shall keep Settlement Class Counsel and Defense Counsel apprised of invalid Claims and those that have been timely cured as well as any disputes that arise, which Settlement Class Counsel and Defense Counsel shall work in good faith to resolve. If, after attempting in good faith to resolve a disputed claim counsel are unable to do so, either Party may bring the matter to the Claims Administrator for resolution. If a deficiency is not timely cured, the Settlement Class Member who submitted the deficient Claim Form shall not receive any portion of the Net Settlement Fund but shall remain a member of the Settlement Class whose rights and claims with respect to the issues raised in the Action are determined by the State Court's Final Approval Order and Judgment and by the other rulings in the Action. Thus, that Settlement Class Member's rights to pursue any claims covered by the Action shall be extinguished.

8.7 Unless the Parties otherwise agree or the State Court directs, only Authorized Claimants will receive a Settlement Payment under this Agreement.

8.8 Any Settlement Class Member who fails to submit a timely and valid Claim Form or fails to submit in writing a timely request for exclusion per Section 10 shall automatically be deemed a Settlement Class Member whose rights and claims with respect to the issues raised in the Action will be finally adjudicated by the State Court's order approving the Class Action Settlement, the Final Approval Order and Judgment, and any other relevant rulings in the Action. That Settlement Class Member's rights to pursue recovery from the Net Settlement Fund, SSB, or otherwise will be extinguished.

9. Objections to the Settlement

9.1 Settlement Class Members shall be given an opportunity to object to the Settlement. Such objections may be made orally at the Final Approval Hearing and/or in writing. Oral objections may be made at the Final Approval Hearing regardless of whether a written objection was also made.

9.2 Settlement Class members will have until sixty (60) calendar days after the Claims Administrator has sent Settlement Class Notice, or until a different date ordered by the State Court, to object to the Settlement in writing. Each written objection must include: (1) a heading containing the name and case number of the Action; (2) the Settlement Class Member's name and postal address; (3) the telephone number(s) with which the Settlement Class Member communicated with SSB; (4) a detailed statement of each objection, including, if available, the factual and legal basis for each objection; and (5) a statement of whether the Settlement Class Member intends to appear, either in person or through counsel, at the final approval hearing, and, if through counsel, a statement identifying the counsel's name, postal address, telephone number, and email address.

9.3 Written objections may be sent to either the Claims Administrator or Class Counsel and should be sent no later than sixty (60) calendar days after the Claims Administrator has sent Settlement Class Notice, or by a different date ordered by the State Court.

9.4 Settlement Class Counsel shall report all written objections received by either the Claims Administrator or Class Counsel to the Court no later than fourteen (14) calendar

days before the final approval hearing; such report may include, at Class Counsel's discretion, a response to any objections.

10. Exclusion from the Settlement Class

10.1 Settlement Class Members will have until sixty (60) calendar days after the Claims Administrator has sent Settlement Class Notice, or by a different date ordered by the State Court, to exclude themselves from the Settlement Class by sending a signed letter by first class mail to the Claims Administrator containing (1) the title of the Action; (2) the full name, address, and telephone number of the person requesting exclusion; (3) a statement that he or she requests exclusion from the Settlement Class; and (4) the telephone number(s) with which the Settlement Class Member communicated with SSB.

10.2 Settlement Class Members who timely opt out of the Class Action Settlement shall: (a) have no right to receive any benefits from the Class Action Settlement; (b) not be bound by the terms of the Class Action Settlement; and (c) have no right to object to the terms of the Class Action Settlement or to be heard at the final fairness hearing. Opt-out letters must be submitted individually and cannot be made on behalf of a group of Settlement Class Members. Each letter must be signed by the Settlement Class Member who is opting out. Any such opt-out request must be made in accordance with the terms set forth in this Agreement and the Settlement Class Notice and will be timely only if postmarked no later than sixty (60) calendar days after the Claims Administrator has sent Settlement Class Notice, or by a different date ordered by the State Court (the "Exclusion Period"). The delivery date is deemed to be the date the request for exclusion is deposited in the U.S. Mail as evidenced by the postmark.

10.3 No later than ten (10) calendar days after the end of the Exclusion Period, the Claims Administrator shall provide Settlement Class Counsel and Defense Counsel with a list of the Settlement Class Members who have validly opted out of the Settlement Class. Settlement Class Members cannot both object to and opt out of this settlement. Any Settlement Class Member who attempts to both object to and opt out of this settlement will be deemed to have opted out and will forfeit the right to object to the settlement set forth in this Agreement or any of its terms. If a Class Member returns both a valid and timely Claim Form and an opt-out request, the opt-out request shall be deemed void and of no force and effect, and the Claim Form shall be processed under the terms of this Agreement.

10.4 Notwithstanding anything else in this Agreement, if more than 10% of the Settlement Class Members opt out, SSB shall have the unilateral option to terminate this Agreement at their sole discretion and this Agreement shall be null and void and this settlement of no force and effect as described in Section 2.4 above. If SSB elects, it shall give notice of such termination in writing to Settlement Class Counsel no later than ten (10) calendar days after receiving the list of Settlement Class Members who have requested exclusion from the Settlement Class as described above. If SSB terminates the Agreement under this provision, SSB shall be obligated to pay the Claims Administrator for all costs and expenses incurred by the Claims Administrator to that date for work performed in connection with this Agreement.

11. Compensating Authorized Claimants

11.1 No later than forty-five (45) calendar days after the Settlement Effective Date or forty-five (45) calendar days after the deadline for submission of claims, whichever is later, or by a different date ordered by the State Court, the Claims Administrator shall distribute proceeds from the Net Settlement Fund to each Authorized Claimant by way of a check or Electronic Payment Services. No Authorized Claimant shall have any ownership right to the funds represented by the Settlement Payment unless and until it is cashed, negotiated, deposited, or transferred to a valid financial institution or Electronic Payment Service account.

11.2 The Claims Administrator will advise Authorized Claimants that they should consult their own tax advisors regarding the tax consequences of the Settlement Payment.

11.3 If any check or Electronic Payment is returned to the Claims Administrator as undeliverable, the Claims Administrator will attempt to contact the Authorized Claimant by telephone or perform a skip trace to locate a current address and re-mail the check (if applicable). Any Settlement Payment not cashed, deposited, negotiated, or transferred to a valid financial institution or Electronic Payment Service account before the Payment Void Date shall be deemed void, and Authorized Claimants with void Settlement Payments shall not be entitled to receive any payment under this Agreement. Any Authorized Claimant whose Settlement Payment is deemed void nonetheless will have released any claims as provided in Section 13 of this Agreement. The funds represented by the face value (money amount) of all Settlement Payments that are deemed void shall be distributed as outlined in Section 3.6, or as otherwise ordered by the State Court.

11.4 The Parties expect that the Claims Administrator shall make all disbursements from the Gross Settlement Amount and otherwise manage the Gross Settlement Amount. The Claims Administrator shall establish an email address and a toll-free telephone number for prospective Settlement Class Members to call to ask questions about the settlement or their potential claims. Additionally, the Claims Administrator will communicate with Settlement Class Counsel and Defense Counsel on a regular basis regarding distributions and any issues arising from those distributions.

12. Distribution of Remainder

12.1 After all authorized payments to the Claims Administrator, Authorized Claimants, Settlement Class Counsel, and the Settlement Class Representative have been made as described herein, and by a date to be set by the Court, any remaining portion of the Gross Settlement Amount shall be delivered by the Claims Administrator to the Cy Pres Beneficiary set forth in Section Three herein, if so provided in the Final Approval Order; or, if not so provided, otherwise distributed according to the State Court's order in accordance with the Final Approval Order.

13. Release

13.1 Upon SSB's funding of the full Gross Settlement Amount in accordance with Sections 1(k) and Section 3.1 of this Agreement, the Settlement Class Representative and

each Settlement Class Member, and their respective heirs, assigns, successors, agents, attorneys, executors, and representatives, shall be deemed to have and by operation of this Agreement and the Final Approval Order shall have, fully, finally, irrevocably, and forever, released SSB, and its past or present direct and indirect parents, affiliates and subsidiaries (whether or not wholly owned) and its respective present and former directors, officers, employees, agents, insurers, reinsurers, co-insurers, shareholders, members, attorneys, advisors, consultants, representatives, affiliates, third-party contractors or vendors, related companies, parents, subsidiaries (whether or not wholly owned), joint ventures, divisions, predecessors, successors, and assigns and each of them (collectively, the "Released Parties") from any and all liabilities, claims, causes of action, damages (whether actual, compensatory, statutory, punitive or of any other type), penalties, costs, attorneys' fees, losses, or demands, in law or equity, existing or suspected or unsuspected, that were or that could have reasonably been asserted based on the factual allegations contained in the Complaint and included in the Action relating to or arising out of the alleged recording, monitoring, or eavesdropping on telephone calls with SSB during the Class Period, from September 11, 2023 through July 9, 2025, inclusive (collectively, the "Released Claims"). Nothing herein shall be construed as a waiver or release by SSB of claims against any third parties.

13.2 By operation of this Agreement, upon Defendant's funding of the full Gross Settlement Amount, and with regard to the Released Claims only, the Settlement Class Representative and her respective heirs, assigns, successors, agents, attorneys, executors, and representatives, agree to and do waive, in connection with the Released Claims only, any and all provisions, rights and benefits, which she now has or in the future may be conferred to her by section 1542 of the California Civil Code ("Section 1542") or any comparable statutory or common law provision of any other jurisdiction. Section 1542 reads as follows:

> **Certain Claims Not Affected by General Release: A general release does not extend to claims which the creditor [or releasing party] does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor [or released party].**

Although the releases granted under this Agreement are not general releases, the Settlement Class Representative, nonetheless expressly acknowledges that, to the extent permitted by law, she is individually waiving, in connection with and relating only to the Released Claims, the protections of Section 1542. This Section 13.2 applies to the Settlement Class Representative only.

14. Retention of Jurisdiction

14.1 The Parties agree that should the State Court grant final approval of the Class Action Settlement and enter a Final Approval Order, the Final Approval Order shall include a provision for the retention of the State Court's jurisdiction over the Parties and all Settlement Class Members to enforce the terms of this Agreement and the Final Approval Order.

15. No Admission of Liability

15.1 The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with this Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, an acknowledgement or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever to any other party, or an acknowledgement or admission that the Action is appropriate for class treatment for any purpose other than this Agreement.

15.2 Neither this Agreement, nor any act performed or document executed under or in furtherance of this Agreement or the Class Action Settlement, is, may be deemed to be, or may be used as, an admission or evidence of the validity of any claim made by the Settlement Class Representative, Settlement Class Members, or Settlement Class Counsel.

16. Collateral Attack and Preclusive Effect

16.1 This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the Settlement Class Notice after the Final Approval Order is entered. Such prohibited collateral attacks shall include, but are not limited to, claims that the procedures for notice and/or claims administration were incorrect, claims that the Settlement Class Member failed for any reason to receive timely notice of the procedure for submitting a Claim Form, or claims disputing the calculation of any Settlement Class Member's individual settlement amount.

16.2 Except as provided herein, neither the Mediator's Proposal, this Agreement, nor any of its terms shall be offered or used as evidence by any of the Parties, Settlement Class Members, or their respective counsel in the Action or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in evidence in any proceedings to enforce, construe, or finalize the settlement and this Agreement, or from being used in defense of any claims released under the Agreement.

16.3 To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted, or attempted in breach of this Agreement or to bring claims released under the Agreement. Any of the Released Parties may file this Agreement and/or the Final Approval Order in any action that may be brought against it in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim or issue preclusion or similar defense or counterclaim in any court or administrative agency or other tribunal, and this Agreement shall be admissible for such purposes.

17. Summary of Timeline

The proposed order granting preliminary approval of the settlement shall include the following timeline regarding settlement administration. The Parties understand and acknowledge that these dates are subject to Court approval and may be altered by the State Court:

Description of Settlement Tasks	Expected Dates/Deadlines	Section of Settlement Agreement
Last day for SSB to provide the Claims Administrator with Class Member List	14 calendar days after the entry of the State Court's preliminary order approving the Class Action Settlement	6.1
Last day for SSB to deposit with the Claims Administrator the estimated amount (no more than $80,000) necessary to pay for the notice program	14 calendar days after the entry of the State Court's preliminary order approving the Class Action Settlement	3.1
Last day for Claims Administrator to publish Settlement Website	45 calendar days after the entry of the State Court's preliminary order approving the Class Action Settlement	6.5
Last day for Claims Administrator to send Settlement Class Notice to Settlement Class Members	45 calendar days after the entry of the State Court's preliminary order approving the Class Action Settlement	6.3
Last day for Settlement Class Counsel to file motion for final approval of settlement and motion for award of attorneys' fees, litigation costs, administration costs, and Settlement Class Representative's service award	45 calendar days after the Claims Administrator has sent Settlement Class Notice to Settlement Class Members	2.2
Last day for Settlement Class Members to postmark written objections to the settlement	60 calendar days after the Claims Administrator has sent Settlement Class Notice to Settlement Class Members, or as otherwise ordered by the Court.	9.2
Last day for requests for exclusion from the settlement to be postmarked by Settlement Class Members	60 calendar days after the Claims Administrator has sent Settlement Class Notice to Settlement Class Members	10.1
Last day for Settlement Class Counsel to file report with Court regarding any written objections	14 days before final approval hearing	9.4

Description of Settlement Tasks	Expected Dates/Deadlines	Section of Settlement Agreement
received by either the Claims Administrator or Class Counsel and Class Counsel's response to same.		
Last day for Claims Administrator to resend any email or post-card notices deemed necessary in accordance with Sections 6.3.1 or 6.3.2	No later than forty-five (45) calendar days before the close of the Claims Period.	6.3.4
Claims Period: Last day for claims to be submitted electronically or postmarked by Settlement Class Members	Ninety (90) calendar days after the Claims Administrator has sent Settlement Class Notice to Settlement Class Members	8.1
Initial Payments: Claims Administrator shall issue initial Settlement Payments to Authorized Claimants in the method requested by each claimant (via check or Electronic Payment Service)	No later than forty-five (45) calendar days after the Settlement Effective Date, forty-five (45) calendar days after the deadline for submission of claims, whichever is later, or a different date otherwise ordered by the State Court.	3.5
Supplemental Payments: Claims Administrator shall issue supplemental Settlement Payments to Authorized Claimants if any funds remain in the Net Settlement Fund after initial payments have been paid, or from Settlement Payments not cashed, deposited, or transferred to a valid Electronic Payment Service account by the Payment Void Date, so long as (i) such Authorized Claimants are not paid more than $5,000 in total and (ii) there is enough funds to pay each Authorized Claimant entitled to a Supplemental Payment at least $10.00.	Within 15-days from the conclusion of latest 180-day void period.	3.6.1

Description of Settlement Tasks	Expected Dates/Deadlines	Section of Settlement Agreement
Parties to File Report to the Court in accordance with Cal. Code of Civil Procedure section 384.	No later than 30-days after all Settlement Payments to Authorized Claimants have been made, including all Supplemental Payments under Section 3.6.1, the Parties shall file a report with the Court setting forth the total amount that was actually paid to the class members and identifying any amounts remaining in accordance with Cal. Code of Civil Procedure section 384.	3.6.2

18. Taxes

18.1 Any person or entity that receives a distribution from the Gross Settlement Amount or Net Settlement Fund shall be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of that distribution. Such taxes and tax-related expenses shall not be paid from the Gross Settlement Amount or Net Settlement Fund. In no event shall SSB or any of the other Released Parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of the Gross Settlement Amount or Net Settlement Fund to the Settlement Class Representative, Settlement Class Members, Settlement Class Counsel or any other person or entity.

19. Extensions of Time

19.1 Unless otherwise ordered by the State Court, the Parties may jointly agree in writing to reasonable extensions of time to carry out any provisions of this Agreement.

20. Integration

20.1 This Agreement and its exhibits constitute a single, integrated written contract expressing the entire agreement of the Parties relating to the subject matter hereof, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any party hereto, except as provided herein. This Agreement may not be changed, altered or modified except in writing and signed by all Parties, and may not be discharged except by performance in accordance with its terms or by a writing signed by all Parties.

21. Construction and Intent

21.1 This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. This Agreement has been

negotiated at arms-length by parties of equal bargaining power, and drafted jointly by Settlement Class Counsel and Defense Counsel. Each of the Parties has had full opportunity to review and consider the contents of this Agreement, has read and fully understands the provisions of this Agreement, and has relied on the advice and representation of legal counsel of its own choosing. If a dispute arises with respect to this Agreement, no Party shall assert that any other Party is the drafter of this Agreement or any part hereof for purposes of resolving ambiguities that may be contained herein. If any provision of this Agreement shall be deemed ambiguous, that provision shall not be construed against any Party on the basis of the identity of the purported drafter of this Agreement or such provision hereof.

21.2 The Parties represent and agree that they have been advised to discuss this Agreement with an attorney, that they have carefully read and fully understand all provisions of this Agreement, that they are entering into this Agreement voluntarily and that they have the capacity to enter into this Agreement. Further, the Parties represent and acknowledge that, in executing this Agreement, they do not rely and have not relied upon any representation or statement not set forth herein made by any of the Parties or any of the Parties' agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement.

21.3 The various headings used in this Agreement are solely for the Parties' convenience and may not be used to interpret this Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Agreement.

21.4 The exhibits to this Agreement are integral parts of the Agreement and are incorporated into this Agreement as though fully set forth herein. Any inconsistency between this Agreement and the attached exhibits will be resolved in favor of the Agreement.

21.5 The Recitals are incorporated by this reference and are part of this Agreement.

22. Governing Law

22.1 The Agreement is entered into in California and shall be construed in accordance with, and be governed by, the law of the State of California, without regard to the principles thereof regarding choice of law.

23. Later Discovered Facts

23.1 The Parties acknowledge that they may later discover facts different from or in addition to those they now know or believe to be true regarding the matters released or described in this Agreement and, even so, they agree that the Agreement, including without limitation the releases, waivers and agreements contained herein, shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. The Parties assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Agreement or with regard to any facts now unknown to the Parties relating thereto.

24. Cooperation

24.1 The Parties acknowledge that it is their intent to consummate this Agreement and agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Agreement and to exercise their best efforts to obtain preliminary and final approval from the State Court of the Settlement, including doing all things reasonably necessary to protect and support the Agreement if an appeal is taken or any other form of judicial review is sought.

25. No Prior Assignments

25.1 The Parties hereto represent, covenant and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Agreement.

26. Binding on Successors and Assigns

26.1 This Settlement Agreement binds and benefits the Parties' respective successors, assigns, legatees, heirs, and personal representatives.

27. Confidentiality

27.1 The terms of this Settlement Agreement shall remain confidential until this Settlement Agreement is filed in connection with a motion for preliminary approval, unless otherwise ordered by the State Court. The Parties agree that both before and after entry of the Preliminary Approval Order, they shall not publish, issue, or cause to be issued any statement or press release including in print, electronic, on the internet, or in other outlets concerning the settlement without the prior written review and approval of all other Parties.

28. Signatories

28.1 Each person executing this Agreement in a representative capacity represents and warrants that he or she is empowered to do so.

28.2 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. The Agreement may be executed by facsimile, scanned, email or DocuSign signature.

The foregoing is agreed to by the following:

Dated: August ____, 2026	By: _____ Settlement Class Representative Eden Guitron

Dated: August ___, 2026	By: _____ Serta, Inc. Title:_____ Print Name: _____
Dated: August ___, 2026	By: Serta Simmons Bedding, LLC Title:_____ Print Name: _____
Approved as to form only: Dated: August __, 2026	By: _____ Greenstone Law APC Mark Greenstone Proposed Settlement Class Counsel
Dated: August _, 2026	By: _____ Holland & Knight LLP Kristina Azlin Counsel for Defendant

TABLE OF EXHIBITS

Exhibit A	Claim Form
Exhibit B	Email Settlement Class Notice
Exhibit C	Postcard Settlement Class Notice
Exhibit D	Text Message Class Notice
Exhibit E	Long-Form Settlement Class Notice

EXHIBIT A

CLAIM FORM

EXHIBIT B

EMAIL NOTICE

EXHIBIT C

POSTCARD NOTICE

EXHIBIT D
TEXT MESSAGE NOTICE

EXHIBIT E
LONG-FORM NOTICE