NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Eden Guitron v. Serta, Inc. and Serta Simmons Bedding, LLC,
Case No. 24STCV27855
California Superior Court, County of Los Angeles

READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED

A Court authorized this summary notice. It is not from a lawyer, and you are not being sued.

(Una copia de este aviso en español se encuentra a continuación inmediatamente después de la versión en inglés.)

All natural persons listed in Serta, Inc.'s and Serta Simmons Bedding, LLC's ("SSB" or "Defendant") records with a telephone number bearing a California prefix who had one or more telephone conversations with SSB's representatives at any time during the period from and including September 11, 2023 through July 9, 2025, on a line that may have been recorded without an automated call recording disclosure may be entitled to up to $5,000.00 from a class action settlement (the "Settlement") in the above-titled lawsuit ("Action"), depending on the number and validity of claims received. 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. This Settlement covers those calls. Please read the rest of this Notice to find out more.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Participate in the Settlement	If you wish to receive a Settlement Payment, read this Notice for information on how to file a claim. If you do not file a Claim Form by **January 7, 2027**, you will not receive a Settlement Payment.
Exclude Yourself from the Settlement	If you do not want to participate in the Settlement, you must send a letter requesting exclusion postmarked no later than **December 8, 2026** or else you will be bound by the Settlement and release any claims you may have against Defendant relating to the conduct alleged in the Action.
Object to the Settlement	If you wish to object to the Settlement, you must follow the directions in this Notice. The deadline to submit a written objection is **December 8, 2026**. If you submit a timely written objection, you may also indicate in the objection whether you wish to appear in court and be heard at the time of the final fairness hearing. You may object at the hearing regardless of whether you submit a written objection.
Do Nothing	If you do nothing with respect to this Notice, you will not receive any Settlement Payment and you will be bound by the terms of the Settlement, including the release of claims described below.

THESE RIGHTS AND OPTIONS, INCLUDING THE DEADLINES BY WHICH YOU MUST EXERCISE THEM, ARE EXPLAINED BELOW

1. What is the Case About?

This Action alleges that SSB violated California Penal Code Section 632.7 prohibiting the recording of telephone calls without notice to or consent of callers. **The case covers calls between persons listed in Defendant's records with a telephone number bearing a California prefix who had a telephone conversation with SSB on a line that may have been recorded without an automated call recording disclosure at any time during the period from and including September 11, 2023 through July 9, 2025 ("Class Period").**

2. What is a Class Action?

In a class action, one or more people called Class Representatives sue on behalf of people who have claims like their own.

3. Am I a Class Member?

You are a Class Member if you are a person with a telephone number bearing a California prefix who had a telephone conversation with one or more of Defendant's representatives during the Class Period on a line that may have been recorded without an automated call recording disclosure.

Defendant has a record of individuals with telephone numbers bearing a California prefix who engaged in one or more telephone conversations with Defendant's representatives during the Class Period on a line that may have been recorded without an automated call recording disclosure. If you received notice of this proposed Settlement by U.S. mail, email or otherwise, there are records indicating that you may be a member of the Class entitled to submit a Claim Form. You may be a Class Member even if you did not receive a mailed or emailed notice of this proposed Settlement if you had one or more conversations with Defendant's sales representatives as described in the highlighted language in the "What Is This Case About" section above. If you are not sure whether you qualify, you can contact the Claims Administrator by calling 1-877-709-4277 or by email at info@SertaCIPASettlement.com to ask whether your telephone number or numbers appear on the list of qualifying calls.

4. Why is There a Settlement?

Defendant denies that it is liable for the claims alleged in the Action, and the Court has not decided in favor of either side. But both sides agreed to a settlement to avoid the uncertainty and cost of further litigation and a trial, and to provide benefits to Class Members promptly. The terms of the Settlement are spelled out in the Settlement Agreement and Release, which you may access through the Settlement Website, www.SertaCIPASettlement.com, by calling 1-877-709-4277, or by writing to the Claims Administrator at:

Serta Settlement Administrator
P.O. Box 2956
Portland OR 97208-2956

5. What Can I Get From The Settlement?

Defendants have agreed to create a Settlement Fund of $942,500.00. Following the final approval of the Settlement, class action notice and administration fees and costs, a service payment to the Class Representative, and Class Counsel's attorneys' fees and costs will be deducted from the Settlement Fund. The remaining Net Settlement Fund will be paid out to Class Members that submit a valid and

timely Claim in an amount that shall be calculated pro rata based on the number of valid Claim Forms that are submitted, subject to a per person cap of $5,000.00.

The Claims Administrator can verify each telephone number used during the Class Period. If you would like information regarding your unique telephone number associated with your claim, you can contact the Claims Administrator by calling 1-877-709-4277 or by email at info@SertaCIPASettlement.com.

6. What Do I Need to Do To Receive a Settlement Payment?

You must complete a Claim Form and return it to the Claims Administrator on time. There are multiple ways to submit a Claim Form. You may submit a Claim Form online at the Settlement Website, www.SertaCIPASettlement.com. You may also obtain a hard copy Claim Form from the Settlement Website, by calling 1-877-709-4277, or by writing to the Claims Administrator at:

Serta Settlement Administrator
P.O. Box 2956
Portland OR 97208-2956

If you received an email notice, you may click the link within the notice to submit a claim online. If you received a postcard notice, you may scan the QR code on the postcard to submit a claim online, or mail in the tear-off Claim Form. Any Claim Form that is mailed must be postmarked no later than **January 7, 2027**.

To submit a Claim Form online at the Settlement Website, you MUST provide your 10-digit Claim ID#, which can be found on the postcard and/or email notice you may have received. You also may obtain the required Claim ID# by contacting the Claims Administrator by telephone 1-877-709-4277 or email info@SertaCIPASettlement.com. A Claim Form will not be considered timely unless it is submitted online or sent to the Claims Administrator by mail postmarked no later than **January 7, 2027**.

7. What Am I Giving Up to Get Settlement Benefits or Stay In the Class?

Unless you exclude yourself, as described below, you will remain in the Class and be bound by the terms of the Settlement and all the Court's orders regardless of whether you submit a Claim Form. This means that you can't sue or be part of any other lawsuit against the Defendant or other Released Parties (defined below) about the issues in this case. Staying in the Class also means that you agree to the following release of claims, which describes the legal claims that you give up:

Release by the Settlement Class. Upon Defendant's funding of the full Gross Settlement Amount, 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 and Judgment shall have, fully, finally, irrevocably, and forever, released Defendant, 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 relating to or arising out of the alleged recording, monitoring, or eavesdropping on telephone calls with Defendant from September 11, 2023 through

July 9, 2025, inclusive (collectively, the "Released Claims"). Nothing herein shall be construed as a waiver or release by Defendant of claims against any third parties.

8. When Should I Receive My Settlement Payment?

The Court will hold a hearing on **April 22, 2027** at **10:00 a.m. PT** to decide whether to give final approval to the Settlement. If the Settlement receives final approval, payments may be made as soon as **July 7, 2027** but, depending on what happens in the case, payments could be delayed. You can stay informed of the progress of the Settlement through the dedicated Settlement Website at www.SertaCIPASettlement.com. Please be patient. If the Court denies approval of the Settlement, no Settlement Payments will be sent out to anyone, and the lawsuit will continue.

9. Can I Exclude Myself From the Settlement?

If you want to keep the right to sue the Defendant or any of the Released Parties on your own and at your own expense about the issues in this case, then you must take steps to exclude yourself from the Settlement. This is also called "opting out" of the Settlement. To exclude yourself from the Settlement, you must send a letter by United States first class mail to the Claims Administrator, containing: (1) the title of the Action; (2) your full name, address, and telephone number; (3) a statement that you request to be excluded from the Settlement Class; and (4) the telephone number(s) that you claim to have used to communicate with Defendant. Be sure to include your name, address, telephone number and signature. If you decide to exclude yourself, your letter requesting exclusion from the Settlement must be postmarked no later than **December 8, 2026** and mailed to:

Serta Call Recording Settlement Exclusions
c/o Claims Administrator
P.O. Box 2956
Portland OR 97208-2956

If you request exclusion from the Settlement, you will not get any Settlement benefits, and you cannot object to the terms of the Settlement. And you will not be legally bound by anything that happens in this Action.

10. If I Don't Exclude Myself, Can I Sue the Defendant for the Same Thing Later?

No. Unless you exclude yourself, you give up any right to sue the Defendant and any of the Released Parties for the claims that this Settlement resolves. If you have a pending lawsuit covering these same claims, speak to your lawyer in that case immediately. You must exclude yourself from this Settlement to continue your own existing lawsuit.

11. Do I Have a Lawyer in this Case?

The Court has appointed Marc L. Godino of Glancy Prongay & Murray LLP and Mark S. Greenstone and Benjamin N. Donahue of Greenstone Law APC to represent you and other class members as Settlement Class Counsel. Class Counsel will be paid from the Settlement Fund and you will not be charged separately for this. If you want to be represented by your own lawyer, you may hire one at your own expense. Settlement Class Counsel's contact information is:

Mark S. Greenstone
mgreenstone@greenstonelaw.com
Benjamin N. Donahue
bdonahue@greenstonelaw.com
Greenstone Law APC
1925 Century Park East, Suite 2100
Los Angeles, CA 90067
(310) 201-9156

Marc L. Godino
mgodino@glancylaw.com
Glancy Prongay & Murray LLP
1925 Century Part East, Suite 2100
Los Angeles, CA 90067
(310) 201-9150

12. How Will the Lawyers and the Class Representative Be Paid?

Class Counsel will ask the Court to approve payment of up to $314,166.00 (one-third of the Settlement Fund) in attorneys' fees and an additional amount for out-of-pocket costs, which are estimated not to exceed $20,000.00. The fees will pay Class Counsel for investigating the facts, litigating the case, negotiating the Settlement, and following through to make sure that its terms are carried out. Class Counsel also will ask the Court to approve a payment of $5,000.00 to the named plaintiff for her service as Class Representative. The Court may award less than these amounts. These amounts, along with the costs of Settlement notice and administration, which are in total estimated not to exceed $419,166, will be paid out of the Settlement Fund.

13. How Do I Object to Tell the Court That I Don't Like the Settlement?

If there is something you do not like about the Settlement, you can tell the Court by making an objection. Objections may be made orally at the fairness hearing or in writing. Oral objections may be made regardless of whether a written objection is submitted.

You have until **December 8, 2026** 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.

Written objections may be sent to either the Claims Administrator or Class Counsel no later than **December 8, 2026**. Whether or not an objection has been timely served shall be determined by the postmarked date.

14. What's the Difference Between Objecting and Excluding?

Objecting is telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. If you object, you still must submit a timely Claim Form if you want to receive the benefits of the Settlement if your objection is overruled and the Settlement is approved. 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 because the case no longer affects you. You cannot both object to and exclude yourself from the Settlement. Any persons who attempt both to object to and exclude themselves from the Settlement will be deemed to have excluded themselves and will forfeit the right to object to or participate in the Settlement or any of its terms. Similarly, you cannot both opt out and submit a Claim Form. If you submit a timely Claim Form and an opt-out request, the opt-out request shall be deemed void, and the Claim Form will be processed under the terms of the Settlement Agreement.

15. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a final fairness hearing regarding the Settlement at **10:00 a.m. PT** on **April 22, 2027** at the California Superior Court, County of Los Angeles, Department 11, 312 N. Spring Street, Los Angeles, CA 90012. At that hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court also will decide how much to pay to Class Counsel, the Class Representative, and the Claims Administrator. The Court also will determine whether it is appropriate to distribute any leftover Settlement Funds to a cy pres beneficiary. After the hearing, the Court will decide whether to approve the Settlement. Class Counsel do not know how long those decisions will take.

The final fairness hearing date or time may be changed without further notice. Any change to the final fairness hearing date or time will be posted on the Settlement Website, www.SertaCIPASettlement.com.

16. Do I Have to Come to the Hearing?

No. Class Counsel will answer questions that the Court may have. However, you are welcome to attend the hearing at your own expense. If you submit a written objection, you don't have to come to Court to talk about it. If you submit your written objection on time, the Court will consider it. You may also ask the Court for permission to address any objection you have to the Settlement at the final fairness hearing. You may make an oral objection at the final fairness hearing regardless of whether you previously submitted a written objection. You also may have your own lawyer attend at your own expense, but doing so is not necessary.

17. What Happens if I Do Nothing At All?

If you do nothing, you will remain in the Settlement Class and will be bound by the terms of the Settlement and all the Court's orders including the Release. But this also means that by not filing a Claim Form you will ***not*** receive any Settlement benefits and can't sue or be part of any other lawsuit against the Defendant or the Released Parties about the issues in this case.

18. Are There More Details About the Settlement?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement and Release. You can get a copy of the Settlement Agreement and Release and other case documents through the settlement website, www.SertaCIPASettlement.com, by calling 1-877-709-4277, or by writing to the Claims Administrator at:

Serta Settlement Administrator
P.O. Box 2956
Portland OR 97208-2956

You also can contact Settlement Class Counsel.

PLEASE DO NOT CALL THE COURT, THE COURT CLERK'S OFFICE, DEFENDANTS OR DEFENDANTS' COUNSEL WITH ANY QUESTIONS RELATED TO THE SETTLEMENT