

If you purchased one or more products bearing the labeled brand name My Pillow between April 26, 2012 and October 13, 2016, you could get payment from a class action settlement

A court authorized this notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit regarding My Pillow products.
- In the lawsuit, plaintiffs raised questions regarding defendant’s advertising, packaging, and sale of My Pillow products. The parties reached an agreement in order to avoid the time and expense associated with litigation.
- The claims are strongly disputed. The Court has not ruled, one way or the other, on plaintiff’s claims.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to receive a payment.
EXCLUDE YOURSELF	Receive no payment. This is the only option that allows you to ever be part of any other lawsuit against the defendant or anyone else about the legal claims in this case.
OBJECT	Write to the Court about why you do not like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Receive no payment. Give up rights.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals are resolved. Please be patient.
- Any questions? Read on and visit www.mypillowsettlement.com.

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QUESTIONS? VISIT WWW.MYPILLOWSETTLEMENT.COM

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BASIC INFORMATION

1. Why should I read this notice?

If you purchased one or more products bearing the labeled brand name My Pillow between April 26, 2012 and October 13, 2016, you have a right to know about a proposed settlement of a class action lawsuit and your options. The San Bernardino County Superior Court of the State of California has preliminarily approved the proposed settlement.

If the Court grants final approval to the settlement, and after any appeals are resolved, an administrator appointed by the Court will distribute the benefits under the settlement. The settlement website will provide updates regarding the progress of the settlement.

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 case is known as *Armin Amiri v. My Pillow, Inc.*, Case No. CIVDS1606479. The person who sued is called the Plaintiff, and the company he sued is called the Defendant.

2. What is this lawsuit about?

This lawsuit is about whether the marketing, packaging, and sale of the My Pillow products was appropriate. The parties reached an agreement to avoid the time and expense associated with further litigation.

3. Why is this a class action?

In a class action, one or more people, called Class Representatives (in this case Armin Amiri) sue on behalf of people who have similar claims. All of these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. A judge in the San Bernardino County Superior Court in California is overseeing this class action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the time and expense of going to trial. The Class Representative and his attorneys think the settlement is best for everyone because it provides an appropriate recovery now while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals.

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the settlement?

The Court previously decided that everyone who fits the following description is a Class Member:

All people who purchased one or more products bearing the labeled brand name My Pillow between April 26, 2012 and October 13, 2016.

THE SETTLEMENT BENEFITS - WHAT YOU GET

6. What does the settlement provide?

If approved, the proposed settlement will provide for notice/administration costs, a class representative payment, cash benefits to class members who submit a claim, and fees and costs for the lawyers who represented the settlement class. More specifically:

- A Court-appointed administrator will receive compensation to implement a class notice program and to assist in the processing of claims submitted by Settlement Class members.
- Settlement Class members who submit a timely and complete claim form will receive \$5. Settlement Class members who purchased three or more My Pillow products during their initial purchase of My Pillow products can submit their original purchase receipt showing the purchase of three or more My Pillow products and seek an additional payment of up to \$5, based on the number of such Settlement Class Members who submit a claim form.
- Subject to Court approval, the Class Representative (Armin Amiri) may receive a service payment of up to \$2,500 for his time and effort acting as a class representative and for his willingness to bring this litigation on behalf of other consumers.

HOW YOU GET BENEFITS - SUBMITTING A CLAIM FORM

7. How can I get a payment?

To qualify for a payment under the settlement, you must submit a claim form. You can obtain a claim form on the Internet at www.mypillowsettlement.com. Read the instructions carefully and submit the claim form no later than **December 26, 2016**.

8. When will I receive my payment?

The Court will hold a hearing on **January 30, 2017**, 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 up to a year or more. The settlement website will keep you informed of the progress of the settlement. Please be patient.

9. What am I giving up if I stay in the Settlement Class?

Unless you exclude yourself, you will remain a member of the Settlement Class. This means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant (see question no. 11 below) or anyone else about the legal issues in this case. If you stay in the Settlement Class, all of the Court's orders will apply to you and legally bind you. The entirety of the release as set forth in the settlement agreement is as follows: "Settled Claims" means and refers to any and all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, including but not limited to unjust enrichment, theft by deception, fraud, breach of warranty express or implied, violation of California Civil Code 1750 et seq., violation of California Business and Professions Code Sections 17200 et seq. and 17500 et seq., and any related or similar state consumer protection statutes, claims for restitution, disgorgement of profits, injunctive and declaratory relief, arising out of or relating to the advertising, packaging, labeling, marketing, promotion, sale or distribution of the Covered Products, including all claims which were alleged or which could have been alleged by Plaintiff, Class Counsel, the Settlement Class and/or any Settlement Class Member against the Released Parties in the Action, or any other legal action, whether those claims are asserted individually or on a class-wide basis (the "Released Claims").

QUESTIONS? VISIT WWW.MYPILLOWSETTLEMENT.COM

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want any benefits from this settlement, but you want keep the right to sue or continue to sue the Defendant or anyone else, on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself – or is sometimes referred to as opting out of the Settlement Class. Defendant may withdraw from and terminate the Settlement if a certain number of putative Settlement Class members exclude themselves.

10. How do I exclude myself from the settlement?

To exclude yourself from the settlement, you must submit a letter by mail saying that you want to be excluded from the Settlement Class in *Armin Amiri v. My Pillow, Inc.* Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request so that it is postmarked no later than **December 26, 2016**, to:

My Pillow Settlement
P.O. Box 1561
West Palm Beach, FL 33402

You cannot exclude yourself by phone or by e-mail. If you mail an exclusion request by the deadline, you will not be able to request a settlement payment and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) the Defendant in the future.

11. If I do not exclude myself, can I sue the Defendant or anyone else for the same thing later?

No. Unless you exclude yourself, you give up the right to sue the Defendant or anyone else for the claims resolved by this settlement.

You must exclude yourself from the Settlement Class to participate in any litigation against the Defendant or anyone else regarding the claims resolved by this settlement. Remember, the exclusion deadline is **December 26, 2016**.

12. If I exclude myself, can I get benefits from this settlement?

No. If you exclude yourself, do not send in a claim form to ask for any benefits. But, you may sue, continue to sue, or be part of a different lawsuit.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Clarkson Law Firm, P.C. represents you and other Settlement Class members. The lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees up to \$100,000 and reimbursement of costs and expenses of up to \$5,000. The Court may award less than this amount.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

15. How do I tell the Court that I do not like the settlement?

If you are a Settlement Class member, you can object to the settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. (If you object, you can still participate in the settlement – and receive money if it is approved – notwithstanding your objection.)

To object, you must submit a letter saying that you object to the My Pillow Settlement. The objection must include the following: (i) the name of this action; (ii) the objecting Settlement Class member's full name, address, telephone number, and signature (an attorney's signature is not sufficient); (iii) a statement that the objector is a Settlement Class member and an explanation of the basis upon which the objector claims to be a Settlement Class member; (iv) all grounds for the objection, accompanied by any legal support known to the objector or his or her counsel; (v) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection, (vi) a statement confirming whether the objector or any counsel representing the objector intends to personally appear and/or testify at the final approval hearing; and, (vii) a list of any persons who may be called to testify at the final approval hearing in support of the objection. To be timely, objections must be filed with the Court and mailed to the Settlement Administrator, Class Counsel, and Defendant's counsel by no later than **December 26, 2016**. **All addresses are provided in this notice.**

16. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you object, you still can submit a claim form.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to.

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at **8:30 a.m. on January 30, 2017**, in Department S22 at the San Bernardino County Superior Court located at 247 West Third Street, San Bernardino, California, 92415. 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 will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Settlement Class Counsel and the Class Representative. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Settlement Class Counsel will answer any questions from the Court regarding the settlement. However, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

19. May I speak at the hearing?

You may ask the Court for permission for you or your lawyer to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *Armin Amiri v. My Pillow, Inc.*” Be sure to include your name, address, telephone number, and your signature. If your lawyer intends to speak at the fairness hearing, your letter must also include the name, address, and telephone number of your lawyer. Your Notice of Intention to Appear must be mailed to the Claims Administrator and Settlement Class Counsel and postmarked no later than **December 26, 2016 to:**

My Pillow Settlement
P.O. Box 1561
West Palm Beach, FL 33402

CLARKSON LAW FIRM, P.C.
The Pershing Square Building
448 S. Hill St., Suite 701
Los Angeles, CA 90013

You cannot speak at the Fairness Hearing if you excluded yourself.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will not get any money from this settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit about the legal issues in this case for any of the released claims above.

GETTING MORE INFORMATION

21. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement from the settlement website or by writing to the Claims Administrator at:

My Pillow Settlement

QUESTIONS? VISIT WWW.MYPILLOWSETTLEMENT.COM

P.O. Box 1561
West Palm Beach, FL 33402

22. How do I get more information?

You can visit the settlement website at www.mypillowsettlement.com, where you will find answers to common questions about the settlement, a claim form, plus other information. You may also call 1-877-595-9314 or contact Settlement Class Counsel at Clarkson Law Firm, P.C., 448 S. Hill Street, Suite 701, Los Angeles, California 90013.

The Honorable Bryan Foster, San Bernardino County Superior Court