

Attachment 2

If you are an individual end consumer who purchased a mattress in the United States from October 1, 2017, to June 30, 2024, that was manufactured, produced, or sold by Resident Home, LLC, Ashley Furniture Industries, LLC, or Ashley Global Retail, LLC, and contained fiberglass as a fire-retardant material, you may be eligible for benefits from a Class Action Settlement.

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

- A \$9 million Settlement has been reached in a class action lawsuit against Ashley Furniture Industries, LLC, Ashley Global Retail, LLC and Resident Home LLC (together “Defendants”). This lawsuit involves the use of fiberglass as a fire-retardant material in the inner sock covering the foam in certain mattresses, which was widely used in the industry, sold by Defendants. Plaintiffs allege the fiberglass in these mattresses can pass through the cover or be released if the cover is removed. Plaintiffs also allege the Class suffered economic harm and some Class Members experienced property impact or physical effects. Defendants deny all the legal claims and allegations in the lawsuit, any wrongdoing, and any liability whatsoever, and are resolving this dispute for purposes of judicial efficiency.
- **The Class includes:** all individual end consumers who purchased an Affected Mattress in the United States from October 1, 2017, to June 30, 2024, which was designed, manufactured, produced, distributed, sold, or marketed by Defendants and contained fiberglass as a fire-retardant material in the inner sock of the mattress.
- **Submit a Claim:** If you are a Class Member, you may submit a Claim Form to receive a Voucher good for use on a single purchase at www.AshleyFurniture.com, www.NectarSleep.com, www.DreamCloudSleep.com, or www.SienaSleep.com. No minimum purchase will be required for use of the Voucher. Every Class Member who submits a timely and valid Claim Form will be entitled to one Voucher per Affected Mattress purchased.
- The amount of the Voucher will be a *pro rata* share (a legal term meaning equal share) depending on the total number of valid Claims. The amount of the Voucher will be calculated by dividing the \$9 million Common Voucher Fund by the total number of valid Claims. There may also be a *pro rata* cash payment if the Court awards less than \$3 million in attorneys’ fees and costs.

This Notice may affect your rights. Please read it carefully.

YOUR LEGAL RIGHTS & OPTIONS		DEADLINE
Submit a Claim Form	The only way to get a Voucher is to submit a timely and valid Claim Form.	Submitted or Postmarked by: July 17, 2026
Exclude Yourself	Get no Voucher. Keep your right to file a lawsuit against the Released Parties for the Released Class Claims involved in this Settlement.	Postmarked by: July 17, 2026
Object	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: July 17, 2026
Do Nothing	Get no Voucher. Give up your legal rights.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must still decide whether to approve the Settlement, attorneys’ fees and costs, and service payment. No Vouchers will be provided unless the Court approves the Settlement.

**Questions? Go to www.MattressClassActionSettlement.com
or call 1-877-268-2879**

BASIC INFORMATION

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit, and about all of your rights and options, before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement benefits are available, who is eligible for them, and how to get them.

The Honorable William M. Conley of the United States District Court for the Western District of Wisconsin is overseeing this class action. The lawsuit is known as *Todd v. Ashley Furniture Industries, LLC*, Case No. 3:24-cv-00615. The people who filed this lawsuit are called Plaintiffs, and the companies they sued, Ashley Furniture Industries, LLC, Ashley Global Retail, LLC, and Resident Home LLC, are the Defendants.

2. What is this lawsuit about?

The Plaintiffs filed this lawsuit against Defendants on behalf of Class Members regarding the use of fiberglass material as a fire retardant in the inner sock of certain mattresses previously sold or distributed by Defendants. Plaintiffs allege that the fiberglass in these mattresses can pass through the outer cover of the mattress or be released from the mattress if the outer cover is removed. Plaintiffs also allege the Class experienced economic harm and some Class Members experienced property impact or physical impact. In addition, Plaintiffs allege legal causes of action for failure to warn, design defect, negligence, violations of state consumer protection statutes, breach of implied warranties of merchantability or fitness for particular use, breach of express warranty, unjust enrichment, and violations under 15 U.S.C. § 2073.

Defendants deny these allegations and deny any wrongdoing or liability. The Court has not made any decisions regarding any wrongdoing by Defendants or whether any law has been violated. Instead, the Plaintiffs and Defendants have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is the lawsuit a class action?

In a class action, one or more people called Class Representatives sue on behalf of other people who have similar legal claims. Together, the people are a Class or Class Members. One Court resolves the issues for all Class Members, except for those Class Members who timely exclude themselves (opt out) from the Class.

4. Why is there a Settlement?

The Plaintiffs and Defendants do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendants. Instead, the Plaintiffs and Defendants have agreed to settle the lawsuit. The Class Representatives and their lawyers believe the Settlement is best for Class Members because of the Settlement benefits available and the risks and uncertainty associated with continuing the lawsuit.

WHO IS INCLUDED IN THE SETTLEMENT

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

The Class includes all individual end consumers who purchased an Affected Mattress in the United States during the Class Period which was designed, manufactured, produced, distributed, sold, or marketed by Defendants and contained fiberglass as a fire-retardant material in the inner sock of the mattress.

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

The Class Period is from October 1, 2017, to June 30, 2024.

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6. Are there exceptions to being included in the Class?

Yes. Excluded from the Class are: (1) the judges presiding over this lawsuit, and members of their immediate families; and (2) Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest, and their current or former officers and directors.

7. What mattresses are included in the Settlement?

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

Affected Mattresses include certain mattresses sold under the “Ashley,” “Nectar,” “DreamCloud,” and “Siena” brands of mattresses. A list of the Affected Mattress product names and item numbers is available at www.MattressClassActionSettlement.com.

8. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to www.MattressClassActionSettlement.com or call toll-free at 1-877-268-2879.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY**9. What does the Settlement provide?**

As a result of the Settlement, Defendants have agreed to create a \$9 million Common Voucher Fund. Vouchers will be provided to Class Members who submit a timely and valid Claim Form.

The amount of the Voucher will be a pro rata share (a legal term meaning equal share) depending on the total number of valid Claims. The amount of the Voucher will be calculated by dividing the \$9 million Common Voucher Fund by the total number of valid Claims. There may also be a *pro rata* cash payment if the Court awards less than \$3 million in attorneys’ fees and costs.

10. What can I get from the Settlement?

If you are a Class Member, you may submit a Claim Form to receive a Voucher good for use on a single purchase at www.AshleyFurniture.com, www.NectarSleep.com, www.DreamCloudSleep.com, or www.SienaSleep.com. No minimum purchase will be required for use of the Voucher.

Every Class Member who submits a timely and valid Claim Form will be entitled to one Voucher per Affected Mattress purchased.

The Voucher will expire one year after distribution and must be used in a single transaction (no remaining value will be available).

If you received an Email Notice, you do not need to provide documentation with your Claim Form. If you did not receive an Email Notice, you must provide proof of purchase to receive a Voucher.

Proof of purchase includes a sales receipt, store record, photo of the label or tag of the mattress purchased displaying the SKU, item number or serial number, or other documentation verifying that the Claimant purchased an Affected Mattress. If you do not have any proof of purchase, you will be prompted to provide information about your purchase of an Affected Mattress, including (a) brand name of the mattress; (b) approximate date of purchase; (c) store of purchase; (d) city and state of purchase; (e) brand name of the mattress; (f) size of the mattress; and (g) the model or item name or number. The Settlement Administrator has the right to verify whether your claim is valid.

If you did not receive an Email Notice, but believe you are part of the Class, you may contact the Administrator at 1-877-268-2879 or visit the website at www.MattressClassActionSettlement.com.

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or call 1-877-268-2879**

11. What am I giving up to receive a Voucher or stay in the Class?

Unless you exclude yourself (opt out), you will remain in the Class. If the Settlement is approved and becomes Final, all the Court's orders and judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Defendants and the Released Parties about the legal claims in this lawsuit that are released by the Settlement Agreement. The rights you are giving up are called "Released Class Claims." If you remain a Class Member you may file a Claim Form to receive a Voucher.

12. What are the Released Class Claims?

Section 5 of the Settlement Agreement describes the Release (a legal term meaning what you are giving up as part of the Settlement) in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.MattressClassActionSettlement.com. For questions regarding the Release and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT**13. How do I submit a Claim Form?**

You must submit a timely and valid Claim Form to receive a Voucher as described above. Your Claim Form must be submitted online at www.MattressClassActionSettlement.com by **July 17, 2026**, or mailed to the Administrator at the address on the Claim Form, **postmarked by July 17, 2026**. Claim Forms are also available at www.MattressClassActionSettlement.com or by calling 1-877-268-2879 or by writing to:

Todd v. Ashley Furniture Industries, LLC
Settlement Administrator
P.O. Box 5735
Portland, OR 97228-5735

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

14. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes at:

Todd v. Ashley Furniture Industries, LLC
Settlement Administrator
P.O. Box 5735
Portland, OR 97228-5735

15. When will I receive my Voucher?

If you file a timely and valid Claim Form, Vouchers will be provided if and after the Settlement is approved by the Court and becomes Final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.MattressClassActionSettlement.com for updates.

**Questions? Go to www.MattressClassActionSettlement.com
or call 1-877-268-2879**

THE LAWYERS REPRESENTING YOU**16. Do I have a lawyer in this lawsuit?**

Yes, the Court has appointed D.G. Pantazis, Jr., Brian M. Clark, and Eric Sheffer from Wiggins Childs Pantazis Fisher Goldfarb LLC; Daniel B. Snyder, Gregory A. Cade, Kevin B. McKie, Gary Anderson, and Jordan Cade from Environmental Litigation Group, P.C.; Christopher Cueto from the Law Office of Christopher Cueto, Ltd.; and Lloyd M. Cueto from the Law Office of Lloyd M. Cueto, P.C. as Class Counsel to represent you and the Class for the purposes of this Settlement. You will not be charged for Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees and reimbursement of reasonable expenses up to \$3 million. Class Counsel will also ask the Court to approve the Class Representatives Service Payment up to \$85,000 collectively for all Class Representatives for participating in this lawsuit and for their efforts in achieving the Settlement. If awarded by the Court, attorneys' fees and reimbursement of reasonable expenses and the Class Representatives Service Payment will be paid directly by Defendants. The Court may award less than the amounts requested for attorneys' fees and reimbursement of reasonable expenses and the Class Representatives Service Payment.

Class Counsel's motion for attorneys' fees and costs and Class Representatives Service Payment will be made available on the Settlement Website at www.MattressClassActionSettlement.com before the deadline for you to object to the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a voucher from this Settlement, but you instead want to keep the right to sue or continue to sue Defendants and the Released Parties on your own, about the legal issues in this lawsuit, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

18. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a written request for exclusion, which includes the following:

1. Your full name, mailing address, telephone number, and email address;
2. The following statement: “Between October 1, 2017, and June 30, 2024, I purchased an Affected Mattress from Resident Home or Ashley;”
3. Your signature; and
4. A clear statement that you want to be excluded from the Class, such as “Request for Exclusion - I hereby request to be excluded from the Class in *Todd v. Ashley Furniture Industries, LLC*, Case No. 3:24-cv-00615.”

The exclusion request must be mailed to the Settlement Administrator at the following address **postmarked by July 17, 2026**:

Todd v. Ashley Furniture Industries, LLC
Settlement Administrator
P.O. Box 5735
Portland, OR 97228-5735

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

You may also email your exclusion request to the Settlement Administrator **received by July 17, 2026**, at **info@MattressClassActionSettlement.com**.

You cannot exclude yourself by telephone.

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

**Questions? Go to www.MattressClassActionSettlement.com
or call 1-877-268-2879**

19. If I exclude myself, can I get a Voucher from the Settlement?

No. If you exclude yourself, you will not receive a voucher from this Settlement. You can only get a voucher if you stay in the Settlement and submit a timely and valid Claim Form.

If the attorneys' fees are reduced by the Court and Contingent Cash Fund is established, you will not receive a cash payment either.

20. If I do not exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants and the Released Parties about the legal claims that are released by the Settlement. You must exclude yourself from this lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Defendants and the Release Parties about the Released Class Claims in this lawsuit. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

OBJECTING TO THE SETTLEMENT**21. How do I tell the Court that I do not like the Settlement?**

If you are a Class Member, you may object to the Settlement, including the attorneys' fees and costs, and Class Representatives Service Payment, by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the current Settlement. If the Court denies approval, the lawsuit will continue.

To object, you must file your written objection with the Court as provided below by **July 17, 2026**, and send a copy of your objection to Class Counsel, Defense Counsel, and the Settlement Administrator by First Class Mail, postmarked by **July 17, 2026**.

You cannot object if you have excluded yourself from the Class.

If you choose to object to the settlement, your written objection must include the following information:

1. The name of the lawsuit - *Todd v. Ashley Furniture Industries, LLC*, Case No. 3:24-cv-00615;
2. Your full name, current address, and telephone number;
3. Facts supporting your status as a Class Member;
4. A statement of the specific grounds for your objection, as well as any documents supporting the objection and a description of whether the objection applies only to you as the Class Member, a subset of the Settlement Class, or the entire Settlement Class;
5. The name of attorney(s) representing you as an objector (if any);
6. Your signature or the signature of your lawyer (if any).

You are not required to appear at the Final Approval Hearing (*see* Q.24). However, if you intend to do so, your written objection must also include the following information:

7. A statement indicating that you (or your lawyer) intend to appear at the Final Approval Hearing;
8. A description and/or copies of evidence that may be introduced at the Final Approval Hearing;
9. A list of witnesses, if any, that you intend to call at the Final Approval Hearing and a summary of each witness' proposed testimony; and
10. A list of proceedings in which you have submitted an objection during the past five years.

To object, you must provide your timely written objection to the following:

COURT	CLASS COUNSEL	DEFENDANTS' COUNSEL	ADMINISTRATOR
Clerk U.S. District Court Western District of Wisconsin United States Federal Courthouse 120 N Henry St. Madison, WI 53703	D.G. Pantazis, Jr. Wiggins Childs Pantazis Fisher Goldfarb LLC The Kress Building 301 19 th St. North Birmingham, AL 35203	Edward C. Barnidge Teresa M. Wogoman Williams and Connolly, LLP 680 Maine Ave, S.W. Washington, DC 20024	<i>Todd v. Ashley Furniture Industries, LLC</i> Settlement Administrator P.O. Box 5735 Portland, OR 97228-5735

**Questions? Go to www.MattressClassActionSettlement.com
or call 1-877-268-2879**

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22. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Requesting exclusion (opting out) is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **September 24, 2026, at 1:00 p.m. CDT** before the Honorable William M. Conley at the U.S. Federal Courthouse, 120 N. Henry St., Madison, WI 53703. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and decide whether to approve the Settlement, Class Counsel's attorneys' fees and costs, and Class Representatives Service Payment.

If there are objections, the Court will consider them. If you would like to speak at the hearing, and you filed a Notice of Intent to Appear, the Court may hear objections at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.MattressClassActionSettlement.com to confirm the date and time of the Final Approval Hearing have not changed.

24. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

25. May I speak at the Final Approval Hearing?

Yes. You may ask to speak at the Final Approval Hearing. To do so, you (or your lawyer) must state in your written objection that you (or your lawyer) intend to appear at the Final Approval Hearing.

If you intend to call witnesses at the Final Approval Hearing, you must provide a list of all witnesses and a summary of each witness' expected testimony in your written objection.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will not receive a Voucher. You will give up your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and the Released Parties about the legal claims that are released by the Settlement.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.MattressClassActionSettlement.com. You may get additional information at www.MattressClassActionSettlement.com, by calling toll-free 1-877-268-2879, or by writing to:

Todd v. Ashley Furniture Industries, LLC
Settlement Administrator
P.O. Box 5735
Portland, OR 97228-5735

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE REGARDING THIS NOTICE, THE SETTLEMENT OR THE CLAIM PROCESS.

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or call 1-877-268-2879**