

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release is entered into by and among (1) Plaintiffs Amanda Marble, Kelsey Reimer, and Cassidy Bender (the “Named Plaintiffs”), (2) the Settlement Class (as defined herein), and (3) Defendant HALO Innovations, Inc. (n/k/a HALO Dream, Inc.) (“HALO”). The Named Plaintiffs and HALO are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully and finally resolve, discharge, and settle the Released Claims (as defined herein), on the terms set forth below and to the full extent reflected herein, all subject to the Court’s approval.

RECITALS

A. On December 20, 2023, Named Plaintiffs Amanda Marble and Kelsey Reimer filed a putative class action lawsuit in the United States District Court for the Southern District of New York (*Marble et al v. HALO Innovations, Inc.*, Case No. 1:23-cv-11048-JLGC). The material allegations of the complaint centered on HALO’s BassiNest Flex (the “Flex”) and its alleged design defect that purportedly causes the sleep surface to tilt. The complaint further alleges that this tilt presents a safety hazard, and is contrary to HALO’s marketing for the Flex.

B. On March 26, 2024, HALO moved to dismiss the complaint in its entirety. Plaintiffs Amanda Marble and Kelsey Reimer filed their opposition to the motion on May 10, 2024. HALO filed its reply in support of the motion to dismiss on June 10, 2024.

C. On June 7, 2024, Named Plaintiff Cassidy Bender filed a putative class action lawsuit in the same court, the United States District Court for the Southern District of New York (*Bender et al v. HALO Innovations, Inc.*, Case No. 1:23-cv-04317-JLGC). The material allegations in this case are substantially similar to those alleged in *Marble et al v. HALO Innovations, Inc.* Thus, the case was filed as related to *Marble et al v. HALO Innovations, Inc.*

D. From the outset of the Action (as defined herein), the Parties engaged in direct communications and, as part of their obligations under Fed. R. Civ. P. 26, discussed the prospect of resolution. Those discussions eventually led to an agreement between the Parties to engage in formal mediation, which the Parties agreed would take place before (Ret.) U.S. District Judge Diane Welsh (of the Eastern District of Pennsylvania), who is a mediator affiliated with JAMS and who has substantial experience mediating consumer class actions, on August 27, 2024.

E. Accordingly, on June 21, 2024, the Parties jointly moved to stay the Action until after completion of the August 27, 2024, mediation, to permit the Parties to devote their attention to the upcoming mediation and to conserve judicial resources. On June 24, 2024, the Court granted the joint motion.

F. On August 27, 2024, the Parties participated in a mediation before Judge Welsh at JAMS's offices in Philadelphia. The mediation was contentious, hard-fought, and lasted more than seven hours. Over the course of that mediation, and with the assistance of Judge Welsh, the Parties were able to reach agreement on the material terms of a class action settlement and release. On August 30, 2024, the Parties notified the Court that they had reached an agreement in principle to resolve the Action on a national basis.

G. Following mediation, the Parties continued to negotiate the material terms of the settlement for several months, ultimately resulting in the current Agreement.

H. On November 1, 2024, the Parties submitted to the Court a joint letter requesting that the Actions be consolidated for settlement purposes only. The Court granted the joint request on November 22, 2024.

I. At all times, HALO has denied and continues to deny any wrongdoing, has denied and continues to deny that there is or has been any defect in the Flex, has denied and continues to deny that it has committed any wrongful act or violation of law or duty alleged in the Actions, and

has opposed and continues to oppose certification of a litigation class. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, HALO concluded it is desirable and beneficial that the Actions be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of HALO, or any of the Released Parties (as defined herein), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever or with respect to the certifiability of a litigation class.

J. The Named Plaintiffs and Class Counsel have examined the benefits to be obtained under the terms of this Agreement, have considered the substantial risks associated with the continued prosecution of the Actions and the likelihood of success on the merits and believe that it is in the best interests of the Class as a whole that the claims asserted in the Actions be resolved on the terms and conditions set forth in this Agreement. Class Counsel reached that conclusion after considering the factual and legal issues presented in the Actions, the substantial benefits that Class Members will receive as a result of the Settlement, the substantial risks and uncertainties of continued litigation, the expense that would be necessary to prosecute the Actions through class certification, trial, and any appeals that might be taken, and the likelihood of success at trial.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Named Plaintiffs, the Settlement Class, and each of them, and HALO, by and through their undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Actions and the Released Claims shall be finally and

fully compromised, settled, and released, and the Actions shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

I. DEFINITIONS

Capitalized terms as used throughout this agreement have the meanings set forth below.

1. “**Action**” or “**Actions**” means *Marble et al v. HALO Innovations, Inc.*, Case No. 1:23-cv-11048-JLGC and *Bender v. Halo Innovations, Inc.*, Case No. 1:24-cv-04371-JLGC, collectively, which are both pending in the United States District Court for the Southern District of New York and were related on June 11, 2024.

2. “**Agreement**” or “**Settlement Agreement**” means this Class Action Settlement Agreement and Release, including all exhibits hereto.

3. “**Approved Claim**” means a Claim Form submitted by a Settlement Class Member that: (a) is submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form (including, where applicable, Valid Proof of Purchase); (c) is signed by the Settlement Class Member, physically or electronically and under penalty of perjury; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

4. “**Attorneys’ Fees and Costs**” means the total award of attorneys’ fees, costs, and expenses sought by Class Counsel.

5. “**CAFA Notices**” means the Notice of this Settlement to be served or caused to be served by the Settlement Administrator upon State and Federal regulatory authorities as required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

6. “**Cash Payment**” means the cash payment(s) from the Net Settlement Fund to Settlement Class Members pursuant to Section IV.3.

7. “**Claim(s)**” means the act of requesting a Cash Payment. To make a Claim, Settlement Class Members must timely complete and submit a valid Claim Form as described in the Settlement Agreement.

8. “**Claim Form**” means the document to be submitted by Settlement Class Members seeking a cash payment pursuant to this Settlement Agreement. The Claim Form will be available online at the Settlement Website and the contents of the Claim Form will be substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form shall require a sworn signature under penalty of perjury, but shall not require a notarization or any other verification form. No more than one Claim per Settlement Class Household shall be submitted or allowed as an Approved Claim.

9. “**Claimant**” means a Settlement Class Member who submits a Claim for Cash Payment as described in Sections IV.2 and IV.3 of this Settlement Agreement.

10. “**Claims Period**” means the time in which the Settlement Class may file Claim Forms, up to and including the Claims Deadline.

11. “**Claims Deadline**” means ninety (90) Days after the Notice Date, and is the date by which all Claim Forms must be postmarked or filed through the Settlement Website. The Claims Deadline will be set forth in the Preliminary Approval Order as well as in the Notices and the Claim Form.

12. “**Class Counsel**” means Rachel Soffin, Harper T. Segui, Erin J. Ruben, Kelsey G. Davies, and Thomas Pacheco of Milberg Coleman Bryson Phillips Grossman, PLLC (“Milberg”).

13. “**Class Products**” means any or all of the following products: the HALO BassiNest Flex Morning Mist and the HALO BassiNest Flex Heather Weave.

14. “**Class Notice**” means the Court-approved forms of Notice to Settlement Class Members, in substantially the same form as Exhibits B (“Email Notice”), Exhibit C (“Postcard

Notice”) and Exhibit D (“Long Form Notice”) which will notify Settlement Class Members of the Preliminary Approval of the Settlement and the scheduling of the Final Approval Hearing, among other things.

15. “**Class Representatives**” means the Named Plaintiffs in this Action, Amanda Marble, Kelsey Reimer, and Cassidy Bender.

16. “**Court**” means the United States District Court for the Southern District of New York, the Honorable Jessica G. L. Clarke presiding, or any judge who may later be reassigned to this Action.

17. “**Cy Pres Recipient(s)**” means the organization(s) to be selected by the Parties, contingent upon approval by the Court, to receive the *Cy Pres* Contribution Amount. The Parties represent that neither they, nor their counsel, have any connection—professional or personal—with the *Cy Pres* Recipients.

18. “**Cy Pres Contribution Amount**” means amounts remaining in the Net Settlement Fund following payment of all amounts due to be distributed under this Agreement, including any maximum payment of Cash Payments and *pro rata* adjustments of Cash Payments. Without limiting the foregoing, the *Cy Pres* Contribution Amount shall include all uncashed Cash Payments made by check.

19. “**Days**” means calendar days, except that, when computing any period of time prescribed or allowed by this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday in the State of New York, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday in the State of New York.

20. “**Defendant**” or “HALO” means HALO Innovations, Inc. (n/k/a HALO Dream, Inc.).

21. “**Defendant’s Counsel**” means the law firm of Greenberg Traurig, LLP.

22. “**Deposit Amount**” means the sum of one hundred and twenty thousand dollars (\$120,000.00 USD), which amount Defendant shall pay or cause to be paid into the Escrow Account to pay for certain of the Settlement Administrator’s fees and costs, as approved by the Court. The Deposit Amount shall be paid into the Escrow Account on or before the later of: (a) twenty-five (25) Days after the Preliminary Approval Date, or (b) February 7, 2025. Payment of the Deposit Amount shall constitute a credit in like amount against the Settlement Amount.

23. “**Effective Date**” means one Day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment approving the Settlement Agreement, if no appeal has been filed; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

24. “**Escrow Account**” means the separate, interest-bearing escrow account to be established by the Settlement Administrator under the terms agreed upon by the Parties at a depository institution insured by the Federal Deposit Insurance Corporation. The costs of administering and maintaining the Escrow Account shall be paid from the Settlement Amount.

25. “**Fee Award**” means the amount of Attorneys’ Fees and Costs reimbursement awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

26. “Final Approval Hearing” means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement and Class Representatives will ask the Court to approve the Fee Award and the Service awards to the Class Representatives.

27. “Final Approval Order” and “Final Judgment” means an order and judgment issued and entered by the Court, which finally approves all the material terms of this Settlement Agreement and dismisses the Action with prejudice. The Final Approval Order and Final Judgment will constitute a final judgment within the meaning and for purposes of Rule 54 of the Federal Rules of Civil Procedure.

28. “Named Plaintiffs” means Amanda Marble, Kelsey Reimer, and Cassidy Bender.

29. “Net Settlement Fund” means the Settlement Amount minus any Court-approved Fee Award, Service Awards, Notice Costs, and Administrative Costs, plus any interest that accrues on the sums deposited in the Escrow Account.

30. “Notice” means the method of communication of this Settlement to the Settlement Class, as contemplated in Section IV.1 of this Agreement and approved by the Court.

31. “Notice Plan” means the Court-approved plan and schedule for the Settlement Administrator to disseminate Notice of the Settlement and certification of the Settlement Class, to Settlement Class Members, as contemplated in Section IV.1 of this Agreement.

32. “Notice Costs” and other “Administrative Costs” means all costs and expenses actually incurred by the Settlement Administrator and approved by the Court. These include costs and expenses incurred in the creating and drafting of content for the Settlement Website and toll-free number, publication of Class Notice, establishment and maintenance of the Settlement Website, providing CAFA Notice, the processing, handling, reviewing, and paying of claims made by Claimants, paying taxes and tax expenses related to the Settlement Fund (including all federal,

state, or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants), or incurring other reasonable and authorized fees and expenses of the Settlement Administrator.

33. “Notice Date” means the first Day on which the Settlement Administrator or its designee publishes or otherwise disseminates the Class Notice, which shall be the later of: (a) thirty (30) Days after the Preliminary Approval Date, or (b) February 14, 2025.

34. “Objection/Exclusion Deadline” means the date by which a request for exclusion must be sent to (and, if submitted online, verified by) the Settlement Administrator in order for a Settlement Class Member to be excluded from the Settlement Class, and the date by which Settlement Class Members must file with the Court objections, if any, to the Settlement. The Objection/Exclusion Deadline shall be ninety (90) Days after the Notice Date.

35. “Opt-Out” shall refer to a member of the Settlement Class who properly and timely submits a request for exclusion from the Settlement Class as set forth in Section IV.12. An Opt-Out may rescind a request for exclusion by timely submitting a Claim Form to the Settlement Administrator to obtain benefits of the Settlement.

36. “Opt-Out List” shall refer to the list compiled by the Settlement Administrator pursuant to Section IV.12.d identifying those members of the Settlement Class who properly opt out.

37. “Parties” means Named Plaintiffs Cassidy Bender, Amanda Marble, and Kelsey Reimer as well as Defendant HALO Innovations, Inc. (n/k/a HALO Dream, Inc.).

38. “Person” will mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or

agency thereof, and any business or legal entity, and their spouses, heirs, predecessors, successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

39. “Preliminary Approval” means the Court’s entry of an order certifying the Settlement Class for settlement purposes only, preliminarily approving the terms and conditions of this Settlement Agreement, and approving the form and manner of the Notice to Settlement Class Members.

40. “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order.

41. “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing Notice thereof to the Settlement Class, which form of order will be agreed upon by the Parties and submitted to the Court in conjunction with the motion for preliminary approval of the Agreement.

42. “Released Claims” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive damages, exemplary or multiplied damages, expenses, costs, attorneys’ fees and or obligations (including “Unknown Claims,” as defined below), which the Releasing Parties now have, or may in the future have, whether in law or in equity, accrued or un-accrued, direct, individual or representative, of every nature and description whatsoever, based on alleged consumer fraud or allegedly misleading marketing or any other alleged consumer-oriented deceptive practices, whether grounded in state, federal, local, statutory or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures

to act relating to any of the Class Products purchased prior to Preliminary Approval, including but not limited to the claims that were asserted or could have been asserted in the Action. The Settlement Agreement specifically excludes the release of any claims for personal or bodily injury.

43. “Released Parties” means HALO, as well as any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, divisions, licensors, licensees, associates, affiliates, employers, agents, related business entities, consultants, independent contractors, insurers, reinsurers, manufacturers, suppliers, distributors, and customers, including without limitation, all of the foregoing entities’ respective current, future, or former employees, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

44. “Releasing Parties” means Named Plaintiffs, Settlement Class Members, and their respective heirs, executors, estates, administrators, representatives, agents, insurers, partners, predecessors, successors and assigns. Consistent with the definition of “Settlement Class Members,” Persons who properly execute and file a timely request for exclusion from the class are also excluded from the Releasing Parties.

45. “Service Award” means any award approved by the Court that is payable to the Class Representatives from the Settlement Fund.

46. “Settlement Administrator” or “Claims Administrator” means Angeion Group or such other reputable administration company that has been selected jointly by the Parties and approved by the Court in the Preliminary Approval Order to perform the duties set forth in this Agreement; and will have duties including but not limited to serving as Escrow Agent for the Settlement Fund, the oversight of publication of Class Notice, maintaining the Settlement Website,

processing of Claim Forms in connection with this Settlement, and handling all approved payments from the Escrow Account, subject in all cases to approval by Class Counsel and Defendant's Counsel. In the absence of agreement, either Class Counsel or HALO may move the Court to substitute a different entity as Administrator on a showing of good cause.

47. "Settlement Class Members" or "Settlement Class" means:

All Persons in the United States (including in its states, districts, territories, or tribal reservations) who purchased one or more of the Class Products before the date of the Preliminary Approval Order. Excluded from the Settlement Class are (1) any Judge or Magistrate Judge presiding over this Action and members of their families; (2) Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, members, directors, agents, attorneys, and employees; (3) Persons who properly execute and file a timely request for exclusion from the class; (4) the legal representatives, successors, or assigns of any such excluded Persons; (5) any and all wholesalers, distributors, or retailers of the Class Products; and (6) any and all second-hand purchasers of the Class Products.

48. "Settlement Class Household" for purposes of making a Claim, shall be comprised of a Settlement Class Member together with any family, which includes both immediate and extended family members, living under the same roof as the Settlement Class Member. In the event that multiple claims are made by persons living under the same address, the Settlement Administrator reserves the right to request additional information from the Settlement Class Members who submit such claims, to determine whether they are part of the same Settlement Class Household.

49. "Settlement Class Period" means any time before the Preliminary Approval Date.

50. "Settlement Fund" or "Settlement Amount" means the non-reversionary total cash commitment of Defendant for purposes of this settlement, as described in Section II.1 of this Settlement Agreement, with a total value of \$1.5 million dollars (\$1,500,000.00 USD). The Settlement Fund represents the total extent of Defendant's monetary obligations under this

Agreement, and will be applied to pay Notice and Administrative Costs, cash claims of Settlement Class Members, and any Fee Award and Service Awards approved by the Court. The payment of the Settlement Amount by Defendant fully discharges the Defendant's and the other Released Parties' financial obligations (if any) in connection with the Settlement. In no event shall HALO's total monetary obligation with respect to this Agreement exceed \$1.5 million dollars (\$1,500,000.00 USD).

51. "Settlement Website" means *bassinetflexsettlement.com* which will be a dedicated website created and maintained by the Settlement Administrator, as set forth in Sections III and IV, and shall provide, at a minimum: (i) information concerning deadlines for filing a Claim Form, and the dates and locations of relevant Court proceedings, including the Final Approval Hearing; (ii) the toll-free phone number applicable to the Settlement; (iii) copies of the Settlement Agreement, the Class Notices, the Claim Form, Court Orders regarding this Settlement, and other relevant Court documents, including Class Counsel's Motion for Approval of Attorneys' Fees and Costs, and Service Awards; and (iv) information concerning the submission of Claim Forms, including the ability to submit Claim Forms electronically.

52. "Unknown Claims" means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object, or not to object to the Settlement. The Settlement Agreement expressly excludes any claims for personal and/or bodily injuries and explains that Settlement Class Members are not releasing any claims, demands, rights, damages, obligations, suits, debts, liens, and causes of action relating to bodily injuries allegedly caused by the Class Products. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have,

expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

53. “Valid Proof of Purchase” means verifiable documentation of a transaction that reflects the purchase of one or more Class Products, subject to verification by the Settlement Administrator, on or before the date of Preliminary Approval. Examples may include but are not limited to store receipts; online purchase receipts; packaging; or any other contemporaneous record of purchase that is objectively verifiable by the Settlement Administrator.

54. The **plural** of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

II. SETTLEMENT RELIEF AND CLAIMS PROCESS

1. Settlement Payments. Defendant will pay a total of \$1.5 million dollars (\$1,500,000.00 USD) in cash into the Settlement Fund for payment of the following: (i) Approved Claims for cash benefits submitted by Settlement Class Members; (ii) the Notice and Other

Administrative Costs actually incurred by the Settlement Administrator; (iii) the Fee Award; and (v) any Service Awards to the Class Representatives. In no event shall Defendant be obligated to contribute any amount in excess of the Settlement Amount to satisfy their Settlement payment obligations under this Agreement.

2. Establishment of Escrow Account. On or before the later of: (a) twenty-five (25) Days after the Preliminary Approval Date, or (b) February 7, 2025, Defendant will pay, or cause to be paid, the Deposit Amount of one hundred and twenty thousand dollars (\$120,000.00 USD) into the Escrow Account. On or before the later of (i) fourteen (14) Days after the Effective Date, or (ii) August 29, 2025, Defendant will pay, or cause to be paid, the remainder of the Settlement Amount, into the Escrow Account.

III. SETTLEMENT ADMINISTRATOR

1. Selection and Appointment of Settlement Administrator. The Parties have agreed to have Angeion Group serve as the Settlement Administrator, and will request that the Court appoint the Settlement Administrator. The Settlement Administrator has provided Class Counsel and Defendant's Counsel with a proposed Notice Plan. A Declaration from the Settlement Administrator describing the Notice Plan will be filed in support of Preliminary Approval of the Settlement Agreement.

2. Once approved by the Court, the Settlement Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require.

3. Responsibilities of Settlement Administrator. The Settlement Administrator, under the supervision of the Court, will be responsible for administrative tasks, including, without limitation: (a) notifying the appropriate state officials about the settlement; (b) arranging, as set forth in the Notice Plan, for distribution of Class Notice (in the form approved by the Court) and Claim Forms (in a form approved by the Court) to Settlement Class Members; (c) answering

inquiries from Settlement Class Members and/or forwarding such written inquiries to Class Counsel or their designee; (d) receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for exclusion from the settlement; (e) establishing the Settlement Website that posts Notices, Claim Forms, and other related documents by the Notice Date; (f) receiving and processing claims and distributing payments to Settlement Class Members; (g) causing CAFA Notice to be served on the Attorneys General of each U.S. State in which Settlement Class members reside, the Attorney General of the United States, and other required government officials, pursuant to 28 U.S.C. § 1715, not later than ten (10) Days after this Agreement is filed with the Court; (h) validating claims, providing Notices of deficiencies, and other related steps; (i) collecting information concerning Class Members who opt out or object; and (j) otherwise assisting with implementation and administration of the Settlement Agreement terms.

4. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with regular reports at weekly intervals containing information concerning Notice, administration, and implementation of the Settlement Agreement. Without limiting the foregoing, the Settlement Administrator shall:

(a) Provide Class Counsel and Defendant's Counsel with drafts of all administration related documents, including but not limited to CAFA Notices, follow-up class notices or communications with Settlement Class Members, telephone scripts, website postings or

language, or other communications with the Settlement Class, at least five (5) Days before the Settlement Administrator is required to or intends to publish or use such communications;

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

(c) Provide weekly reports to Class Counsel and Defendant's Counsel, including without limitation, reports regarding the number of Claim Forms received, the number of Claims approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and

(d) Make available for inspection by Class Counsel or Defendant's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

5. The Settlement Administrator shall employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator shall reject Claim Forms that fail to (a) comply with the instructions on the Claim Form or the terms of this Agreement, or (b) provide full and complete information as requested on the Claim Form. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

6. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendant's Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be submitted to the Settlement Administrator for binding determination.

7. In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member. The Parties shall reasonably cooperate with such requests.

8. Settlement Administrator Accounting. The Settlement Administrator shall maintain a complete and accurate accounting of all receipts, expenses (including Notice Costs and Administrative Costs), and payments made pursuant to this Settlement Agreement. The accounting shall be made available on reasonable Notice to Class Counsel and Defendant's Counsel. Amounts for the Notice and other Administrative Costs are to be invoiced in an itemized fashion by Settlement Administrator, and are to be paid within thirty (30) Days of when such amounts are invoiced and become due and owing. They shall be paid from the Settlement Amount.

9. Removal of Settlement Administrator. If the Settlement Administrator fails to perform adequately, the Settling Parties may agree to remove the Settlement Administrator by petitioning the Court to do so.

10. The Settlement Administrator shall timely pay any taxes (and any other tax related fees and expenses) required under applicable law, without prior approval of the Court. All taxes and tax expenses shall be paid out of the Settlement Fund. Neither the Parties nor their counsel shall have any responsibility for the payment of taxes described in this paragraph. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with this Agreement and in all events shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

11. The Settlement Administrator shall serve as the administrator of the Settlement Fund within the meaning of Treasury regulation Section 1.468B-2(k)(3), 26 C.F.R. § 1.468B-2(k)(3) (1992). The Settlement Administrator will comply with all applicable reporting, withholding, and filing requirements for a qualified settlement fund, including as provided for in

Treasury Regulation Sections 1.468B-1 through 1.468B-3, 26 C.F.R. §§ 1.468B-1 through 1.468B-3 (1992). Neither the Parties nor their counsel shall have any responsibility for the payment or withholding of taxes assessed on the Settlement Fund. The Parties to this Settlement Agreement agree to cooperate with the Settlement Administrator, each other, and any tax attorneys or accountants to the extent reasonably necessary to carry out the provisions of this paragraph. The Settlement Administrator shall also have the responsibility for filing any tax forms with the appropriate authorities and issuing any tax forms to Class members that may be required under the tax laws.

12. Proof of Compliance with Notice Plan. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a declaration detailing all of its efforts regarding the Notice Plan, its timely completion of the Notice Plan, and its reach to the members of the Settlement Class, to be filed along with Plaintiffs' Motion for Final Approval of Class Action Settlement.

13. Settlement Administrator Database. The Settlement Administrator shall maintain and preserve records of all of its activities, in a computerized database with easily retrievable records, relative to the Settlement, including logs of all telephone calls, emails, faxes, mailings; visits to the Settlement Website; and all other contacts with actual and potential members of the Settlement Class. The database shall also include a running tally of the number and types of materials mailed or disseminated by the Settlement Administrator.

14. Defendant, the Released Parties, and Defendant's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement Fund or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of

Settlement Funds to Settlement Class Members or the implementation, administration, or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, Tax Expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

15. Named Plaintiffs, Settlement Class Members and Class Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement Fund or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of Settlement Funds to Settlement Class Members or the implementation, administration, or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, Tax Expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

IV. SETTLEMENT NOTICE, ADMINISTRATION, OBJECTIONS AND OPT-OUT RIGHTS

1. **Notice Plan.** The Notice Plan used to provide Notice of this Settlement to the Settlement Class shall be that which is approved in the Court's Preliminary Approval Order. Notice will conform to all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and any other applicable law, and will otherwise be in the manner and form approved by the Court. Any Class Notices provided under the Notice Plan shall not bear or include the logos of Defendant, or its return address, or otherwise be styled to appear to originate from Defendant. The Settlement Administrator shall commence

the Notice Plan on the later of February 14, 2025, or thirty (30) Days after the Preliminary Approval Date.

a. The Class Notice, attached hereto as Exhibits B-D shall:

- i. contain a short, plain statement of the background of the Litigation and the proposed settlement;
- ii. describe the proposed settlement relief as set forth in this Agreement;
- iii. inform Settlement Class Members that, if they do not exclude themselves from the Settlement Class, they may be eligible to receive relief and will release their claims;
- iv. describe the procedures for participating in the settlement and advise Settlement Class Members of their rights, including their right to file a Claim Form to receive a Cash Payment under the settlement, to opt out of the same, or object thereto;
- v. explain the impact of the proposed settlement on any existing litigation, arbitration or other proceeding;
- vi. state that any Cash Payment to Settlement Class Members under the Settlement Agreement is contingent on the Court's final approval of the proposed settlement;
- vii. explain the procedures for opting out of the settlement;
- viii. specify that opt-outs shall be allowed on an individual basis only, and that so-called "mass" or "class" opt outs shall not be allowed; and
- ix. provide that any objection to the settlement and any papers submitted in support of said objection will be considered only if the Settlement Class Member making an objection has followed the guidelines for

objecting as set forth in the Agreement. A Class Member who fails to follow the procedures and deadlines set forth in the Class Notice for submitting his or her comments to the proposed settlement will waive his or her right to be heard by the Court and will waive their right to appeal.

- x. Subject to mutual agreement by the Parties, the Parties agree to follow guidance provided by the Settlement Administrator concerning reasonable best practices consistent with the Notice Plan and this Settlement Agreement to encourage the filing of valid and timely Claim Forms.
 - xi. Nothing in this Agreement shall limit the ability of Class Counsel to communicate orally or in writing with Settlement Class Members regarding the provisions of this Settlement and Class Counsel are authorized to do so. Nothing in this Agreement shall limit the ability of Defendant to communicate orally or in writing with its customers in the ordinary course of business.
- b.** The Notice Plan shall be effectuated by the Settlement Administrator, and it shall include, at a minimum:
- i. *Settlement Website.* As soon as reasonably practical before the Notice Date, the Settlement Administrator shall establish and make live the Settlement Website, which shall be an Internet website concerning the Settlement utilizing an easily-recognized domain name, specifically bassinetflexsettlement.com. The Settlement Website shall be obtained, administered, and maintained by the Settlement

Administrator, until thirty (30) Days after the deadline for Settlement Class Members to cash or negotiate Cash Payments, pursuant to Section IV.9 and IV.10, has passed. The domain name of the Settlement Website shall be included in all Class Notices. The Settlement Website shall provide, at a minimum: (i) information concerning deadlines for filing a Claim Form, and the dates and locations of relevant Court proceedings, including the Final Approval Hearing; (ii) the toll-free phone number applicable to the Settlement; (iii) copies of the Settlement Agreement, the Long Form Notice (Exhibit D), the Claim Form (Exhibit A), Court Orders regarding this Settlement, and other relevant Court documents including Class Counsel's Motion for Approval of Attorneys' Fees and Costs and Service Awards; and (iv) information concerning the submission of Claim Forms, including the ability to submit Claim Forms electronically, with a mechanism for electronic signatures under penalty of perjury, and a mechanism for submission of supporting documents. The domain name of the Settlement Website shall be owned by the Settlement Administrator and may not be transferred to any Party or their counsel, or to any third party, without express written consent of both Class Counsel and Defendant. Ownership of the Settlement Website shall be transferred to HALO within thirty (30) Days after the deadline for Settlement Class Members to cash or negotiate Cash Payments, pursuant to Section V has passed, or such

other date as Class Counsel and HALO's counsel may agree upon in writing.

- ii. *Toll-Free Number.* As soon as reasonably practical before the Notice Date, the Settlement Administrator will establish a toll-free telephone number that will provide Class Members with pre-recorded information included on the Class Notice, as well as instructions on how to obtain a copy of the Class Notice, the Claim Form, and other materials referenced in this Section, and will also direct them to the Settlement Website. The toll-free number shall be included on the Settlement Website and in the Notice of Class Action Settlement. The telephone system shall be capable of providing general information concerning deadlines for filing a Claim Form, opting out of or objecting to the Settlement, and the dates and locations of relevant Court proceedings, including the Final Approval Hearing. The toll-free number shall be maintained by the Settlement Administrator during the time period that the Settlement Website is active.
- iii. *Email Notice.* The Settlement Administrator will email to each member of the Settlement Class for whom Defendant has an email address or for whom an email address is made available to the Settlement Administrator through reasonable means, including but not limited to, through Amazon.com, other authorized retailers, and Defendant's warranty and/or Class Product registration databases, a copy of the Email Notice (Exhibit B). The email Notice shall contain a link to the Settlement Website.

- iv. *Postcard Notice.* For members of the Settlement Class (a) who do not have valid email addresses in Defendant's records and whose email address cannot be identified through other reasonable means or (b) for whom the Email Notice is returned as undeliverable, the Settlement Administrator will mail to each such member of the Settlement Class for whom a mailing address can be identified by Defendant or made available to the Settlement Administrator through reasonable means, including but not limited to, through Amazon.com, other authorized retailers, and Defendant's warranty and/or Class Product registration databases, a Postcard Notice (Exhibit C). All postcard Notices returned by the U.S. Postal Service with a forwarding address will be re-mailed to that address.
- v. *Digital Notice.* The Settlement Administrator shall design and implement a plan for notification of the Settlement to members of the Settlement Class through digital/internet publication designed to target purchasers of the Covered Products to satisfy the due process rights of the Settlement Class. The Class Notice provided in this manner will be substantially in the forms attached hereto as Exhibits B ("Email Notice"), Exhibit C ("Postcard Notice") and Exhibit D ("Long Form Notice"). The Parties will discuss certain claim stimulation efforts, if necessary, to be implemented as may be agreed by the Parties following a review of claim submissions forty-five (45) Days after the Class Notice commences.

vi. *Publication Notice.* Notice shall also include a nationwide targeted media campaign that will deliver digital media impressions on desktop and mobile devices to Class Members. The media campaign may include internet banner Notice, social media Notice, or other means reasonably calculated to meet due process requirements and is designed to reach Class Members who purchased directly from Defendant as well as those who purchased through authorized retailers.

2. Claims Process. Any Settlement Class Member who wishes to submit a claim must timely complete, sign (by hard copy or electronic signature), and submit a Claim Form and provide the Settlement Administrator with all requested information (including, to the extent applicable, Valid Proof of Purchase). Claimants shall complete a Claim Form, substantially in the form of Exhibit A hereto. If submitted by U.S. Mail, the Claim Form must be postmarked no later than the Claims Deadline. If submitted online or via electronic mail, the Claim Form must be received no later than the Claims Deadline. All Claim Forms shall be submitted to the Settlement Administrator under penalty of perjury.

3. Cash Payment. Each Settlement Class Member will be entitled to submit a claim for Cash Payment, consistent with this paragraph and as determined by the Court.

a. *Cash Payment.* Each Settlement Class Member may file a claim that will, if valid, entitle her or him to Cash Payment(s) based on Class Products purchased during the Settlement Class Period.

b. *Claims with Valid Proof of Purchase:* Settlement Class Members with Valid Proof of Purchase will be entitled to submit a claim for up to thirty dollars (\$30 USD) per each purchased Class Product, per Settlement Class Household, and

subject to *pro rata* adjustment under Section V.2. Claimants will be required to submit copies of the Valid Proof of Purchase and sign the Claim Form, substantially in the form of Exhibit A.

- c. *Claims without Valid Proof of Purchase:* Settlement Class Members without Valid Proof of Purchase will be entitled to submit one claim for up to ten dollars (\$10 USD) per purchased Class Product, per Settlement Class Household, and subject to *pro rata* adjustment under Section V.2. Claimants without Valid Proof of Purchase will be required to state under penalty of perjury the approximate purchase price, date of purchase, and location of each purchase of a Product for which they are making a claim, and sign the Claim Form, substantially in the form of Exhibit A.
- d. *Cash Payment from Settlement Fund.* The Settlement Administrator shall begin paying timely, valid, and Approved Claims for Cash Payments on the later of:
 - (a) thirty-five (35) Days after the Effective Date, (b) thirty (30) Days after all potential invalid claims have been resolved, or (c) September 3, 2025, whichever is later.
- e. *Payment Method.* Class members will have the option to receive settlement funds by check, by credit to a Zelle or Venmo account, or by a prepaid (cash equivalent) electronic card.

4. Review of Claims. The Settlement Administrator shall review and evaluate each Claim Form, including any Valid Proof of Purchase submitted therewith, for validity, timeliness, and completeness. The Settlement Administrator will validate claims and have the authority to use appropriate means to eliminate duplicate claims, inappropriate claims contrary to the Settlement Agreement, claims from bots or similar automated systems, and fraudulent claims. Failure to

provide all information requested on the Claim Form will not result in immediate denial or nonpayment of a Claim. Instead, the Settlement Administrator will take reasonable and customary steps to notify the Claimant of the Claim deficiency, including but not limited to, written e-mail notification when possible, requesting the additional information necessary to demonstrate eligibility. If, in the determination of the Settlement Administrator, the Claimant completes a timely but incomplete Claim Form (e.g., the Claim Form is not signed; there is no Valid Proof of Purchase when it appears the Claimant intended to provide one or more Valid Proofs of Purchase; or there is an inadequate Valid Proof of Purchase), the Settlement Administrator will take such steps to notify the Claimants of the Claim deficiency within thirty (30) Days after the Claims Deadline or within thirty (30) Days of receipt of a timely postmarked response, whichever is later. To cure the deficiency, the Claim Form deficiency response must be postmarked, or submitted via the online claim portal, within thirty (30) Days after the mailing date of the notice of defect by the Settlement Administrator, and must cure the core defect of the Claim, or the Claim will be denied. If the Claimant cures the deficiencies identified by the Settlement Administrator within the thirty (30) Day period following notice of defect by the Settlement Administrator, and the Settlement Administrator thereafter determines that the Claimant's Claim is complete and valid, the Settlement Administrator shall include the Claimant in the list of Approved Claims. Claim Forms shall be reviewed and evaluated for deficiencies in the order in which they are received, to the extent practicable. Class Counsel and Defendant's Counsel shall have the right to review and appeal the Claim files of the Settlement Administrator at any time. The Settlement Administrator shall have the right to confer with Class Counsel and Defendant's Counsel with respect to any Claim.

5. Verification and Investigation: The Settlement Administrator shall review and validate all Claim Forms submitted by Settlement Class Members. Each Claimant authorizes the

Settlement Administrator to verify facts and details of any aspect of the Claim and/or existence and amounts of the Claim. The Settlement Administrator shall have the discretion to accept or reject, in whole or in part, the Claim Forms submitted by Settlement Class Members with the objectives of efficiency and effecting substantial justice to the Parties and the Settlement Class Members. The Settlement Administrator, at its sole discretion, may request additional documentation or authorizations, which each Claimant must provide in order to receive payment. No claim will be considered complete and eligible for payment until such time that any additional documentation requested by the Settlement Administrator is provided and/or deficiencies are cured. The Settlement Administrator will have the discretion to undertake, or cause to be undertaken, further verification and investigation, including the nature and sufficiency of any Claim documentation.

6. Fraudulent or Suspicious Claims. If the Settlement Administrator, Class Counsel or Defendant's Counsel suspects fraud or misleading conduct with respect to any Claim, then the Settlement Administrator, Class Counsel or Defendant's Counsel will immediately bring the Claim to the attention of the Settlement Administrator, Class Counsel, and/or Defendant's Counsel (as applicable). Settlement Administrator, Class Counsel, and Defendant's Counsel will then meet and confer concerning the Claim, including whether the Claim should be denied. Class Counsel and Defendant's Counsel reserve the right to bring the Claim to the attention of the Court.

7. Defendant's Dealings with Settlement Class Members. If contacted during the Claims Period regarding this Settlement Agreement or a Claim by a Settlement Class Member or a Claimant regarding this Settlement, Defendant will use reasonable efforts to refer that Person to the Settlement Administrator by providing to that Person the name of the Settlement Administrator, the domain name of the Settlement Website, and the established toll-free number regarding the settlement.

8. No Liability for Claims Administered Pursuant to Settlement Agreement. No Person shall have any claim against Defendant, Defendant's Counsel, Named Plaintiffs, Class Counsel, and/or the Released Parties based on any determinations, distributions, or payments made with respect to any Claim, or for the adequacy of the Notice Plan. For the avoidance of doubt, in no event shall Named Plaintiffs, Class Counsel, Defendant, or Defendant's Counsel, have any liability for any claims of wrongful conduct (whether intentional, reckless, or negligent) on the part of the Settlement Administrator or its agents.

9. Distribution to Eligible Claimants. The Settlement Administrator shall begin paying timely, valid, and Approved Claims on the later of: (a) thirty-five (35) Days after the Effective Date, (b) thirty (30) Days after all potential invalid claims have been resolved, or (c) September 3, 2025, whichever is later. The Settlement Administrator shall provide Claimants with options to receive Cash Payments that will maximize how the Net Settlement Fund is distributed to the Settlement Class, including offering payment by electronic means to the extent possible. Settlement Payments issued by check will remain valid for 180 Days, and such expiration period shall be printed on the face of each check. Settlement Class Members shall not be entitled to request a reissued check after expiration of the 180-Day period. Cash Payments issued by check will be deemed void once the 180-Day period expires.

10. Uncleared Checks. Those Settlement Class Members whose cash benefit checks are not cleared within one hundred eighty (180) Days after issuance will be ineligible to receive a Cash Payment and Defendant will have no further obligation to make any payment pursuant to this Settlement Agreement or otherwise to such Settlement Class Members. Unpaid funds from uncleared checks will in no event revert back to the Defendant. Any unpaid funds remaining after administration of the Settlement Agreement will be donated as *cy pres* to the mutually agreed *Cy*

Pres Recipient(s). Before the distribution is made, the Parties will request approval from the Court to make the distribution.

11. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to the Parties documentation reflecting that the Notice Plan has been executed in accordance with the Preliminary Approval Order, which documentation will be provided to the Court.

12. Exclusions and Objections. The Class Notice will advise all Settlement Class Members of their rights to be excluded from the Settlement or to object to the Settlement.

(a) Any Person who falls within the definition of the Settlement Class but wishes to be excluded from the Settlement Class must inform the Settlement Administrator in writing that he or she wishes to be excluded from the Settlement Class, and must send that request to the Settlement Administrator by U.S. Mail, postmarked no later than the Objection/Exclusion Deadline, or submitted online through the claims portal and verified no later than the Objection/Exclusion Deadline. The request for exclusion must: (i) identify the case name, (ii) be personally signed by the Settlement Class Member requesting exclusion, (iii) contain the Settlement Class Member's name, address, and telephone number, (iv) contain a brief statement explaining the Class Products purchased by the Settlement Class Member requesting exclusion, (v) contain a statement that indicates a desire to be excluded from the Settlement Class, such as "I hereby request that I be excluded from the proposed Settlement Class in *Marble et al v. HALO Innovations, Inc.*" A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked or submitted online through the claims portal and verified no later than the Objection/Exclusion Deadline, shall be invalid, and the Person(s) shall be bound as a Settlement Class Member by this Agreement, if approved.

(b) A Settlement Class Member may opt out on an individual and personal basis only; so-called “mass” or “class” opt-outs, shall not be allowed and shall be deemed ineffective.

(c) Any member of the Settlement Class who validly and timely elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement, (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement.

(d) Ten (10) Days after the Objection/Exclusion Deadline, the Settlement Administrator will prepare a list of the Persons who have excluded themselves in a valid and timely manner from the Settlement Class (the “Opt-Outs”), and Class Counsel will file that list with the Court under seal, furnishing counsel with copies of such requests for exclusion.

(e) Any Person who is a Settlement Class Member and who wishes to object to the agreement must timely serve a written objection to the Settlement Administrator by the date specified in the Notice. The objection must: (i) clearly state that it is an objection to the Class Settlement in *Marble et al v. HALO Innovations, Inc.*, Case No. 1:23-cv-11048-JLGC or *Bender v. Halo Innovations, Inc.*, Case No. 1:24-cv-04371-JLGC; (ii) include the name, email address, address and telephone number for the objecting Settlement Class Member; (iii) include Valid Proof of Purchase for the Class Products purchased; (iv) state whether the objection applies to that Settlement Class Member or to a specific subset of the Settlement Class, or to the entire Settlement Class, and state with specificity the grounds for the objection, including all citations to legal authority and evidence supporting the objection, if any; (v) provide the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the “Objecting Attorneys”); (vi) identify the number of times in which the objector has objected to a class action settlement within the five (5) years preceding the date that

the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling on the objector's prior such objections; (vii) identify the number of times in which the Objecting Attorneys or their law firms have objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the Objecting Attorneys or their law firms have made such an objection, and a copy of any orders related to or ruling on the Objecting Attorney or their law firm's prior such objections; (viii) if the objector or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection or any related appeal—without any modification to the settlement—then the objection must include a statement identifying each such case by full case caption and amount of payment received; (ix) disclose any and all agreements, whether written or oral-between objector or objector's counsel and any other person or entity, that relate to the objection or the process of objecting; (x) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); and (xi) include the actual written or electronic signature of the Settlement Class Member making the objection. Any Settlement Class Member who fails to object to the settlement in the manner described in the Notice and consistent with this Section shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the settlement or the terms of this Agreement by appeal or other means.

13. Except for those Settlement Class Members who timely and properly file a request for exclusion, all other Settlement Class Members will be deemed to be Settlement Class Members

for all purposes under the Agreement, and upon the Effective Date, will be bound by its terms, regardless of whether they file a Claim or receive any monetary relief.

14. If an objecting Person chooses to appear at the Final Approval Hearing, a notice of intention to appear must be filed with the Court no later than the Objection/Exclusion Deadline.

15. Stay of the Action. The Parties will request that the Court, in connection with Preliminary Approval, extend the stay of the Action.

16. Effect If Settlement Not Approved. This Settlement Agreement was entered into only for purposes of settlement, subject to and without waiver of the Parties' respective rights. If the Court fails to enter the order granting Preliminary Approval or fails to grant final approval, or if the Effective Date does not occur, Class Counsel and Defendant's Counsel will endeavor, consistent with the Settlement Agreement, to cure any defect identified by the Court. If the Settlement Agreement is terminated for any reason, final approval does not occur for any reason, or the Effective Date does not occur, then no term or condition of the Settlement Agreement, or any draft thereof, or any discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions will have any effect, nor will any such matter be admissible in evidence for any purpose in the Action, or in any other proceeding, and the Parties will be restored to their respective positions immediately preceding execution of this Settlement Agreement. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the Attorneys' Fees and Costs and/or the Service Award shall not prevent the Agreement from becoming effective nor shall it be grounds for termination. Should final approval of the Settlement Agreement not occur, and result in termination of the Settlement Agreement, within five (5) business days after written notification of termination by the Parties to the Settlement Administrator, the Settlement Fund (including accrued interest thereon), less any Administration Costs and Notice Costs actually incurred, paid or payable, and less any taxes and tax expenses

paid, due or owing, shall be refunded by the Settlement Administrator to HALO, based upon written instructions provided by HALO's Counsel. The Parties agree that all drafts, discussions, negotiations, documentation, or other information prepared in relation to the Settlement Agreement and the Parties' settlement discussions will be treated as strictly confidential and may not be disclosed to any Person other than the Parties' counsel, and the proposed administrators as necessary for their selection, and only for purposes of the Action. Defendant's rights with respect to any decision on Class certification, or otherwise, expressly are reserved and preserved.

17. Execution. The Settlement Agreement will have no effect unless and until this Settlement Agreement is fully executed by all Parties.

V. PLAN OF ALLOCATION OF CASH PAYMENTS

1. No later than forty-five (45) Days after all deadlines for correcting deficiencies pursuant to Section IV.4 have passed, the Claims Administrator will provide to Class Counsel and Defendant's Counsel a report containing all of the following:

- a.** The total number of Claims filed and the total number of Approved Claims.
- b.** The total aggregate Cash Payment amount calculated for all Approved Claims without Valid Proof of Purchase.
- c.** The total aggregate Cash Payment amount calculated for all Approved Claims with Valid Proof of Purchase.
- d.** The total aggregate Cash Payment amount calculated for all Approved Claims both without Valid Proof of Purchase and with Valid Proof of Purchase.
- e.** The amount of the Net Settlement Fund.

2. *Pro Rata Adjustment.*

- a. If the Cash Payment total exceeds the Net Settlement Fund, then the Cash Payment amounts will be proportionally reduced on a *pro rata* basis to all Approved Claims, so that the Net Settlement Fund is not exceeded.
- b. If the Net Settlement Fund is greater than the Cash Payment total, then each Cash Payment shall be proportionally increased on a *pro rata* basis until the Net Settlement Fund is exhausted, provided however that the Cash Payment shall not be increased to more than three times the amount of the Cash Payment amount prior to the *pro rata* increase (i.e., under no circumstances shall the Cash Payment for a Claim with Valid Proof of Purchase exceed ninety dollars (\$90 USD) total, and under no circumstances shall a Cash Payment for a Claim without Valid Proof of Purchase exceed thirty dollars (\$30 USD) total).
- c. If there is still a Net Settlement Fund after reaching these maximum Cash Payment amounts for all Approved Claims, then the remaining Net Settlement Fund shall become part of the *Cy Pres* Contribution Amount.

3. The Parties agree that any public statement relating to any Cash Payment available under the Settlement shall be limited to the terms and content of the Notice.

VI. **CLASS COUNSEL'S FEE AWARD; SERVICE AWARD.**

1. Within the time period established by the Court, and no later than thirty-five (35) Days before the Opt-Out and Objection Deadline, Class Counsel may file a Motion for Approval of Attorneys' Fees and Costs, and Service Awards to be paid from the Settlement Amount, which shall be included on the Settlement Website. The Notice Plan shall require the Settlement Administrator to inform the Settlement Class Members that Class Counsel may apply for

attorneys' fees not to exceed thirty-three percent (33%) of the Settlement Amount and, in addition to fees, seek reimbursement of verifiable litigation costs plus reasonable costs incurred through the Effective Date.

2. The Fee Award will be payable from the Settlement Fund in full on the later of: (a) thirty-five (35) Days of the Effective Date, or (b) September 3, 2025. Payment of the Fee Award will be made from the Settlement Fund by wire transfer to Milberg, as agent for Class Counsel, for distribution to and among counsel for Class Representatives and the Class, in accordance with wire instructions to be provided by Milberg, and completion of necessary forms, including but not limited to W-9 forms.

3. The procedure for and the allowance or disallowance by the Court of any application for Attorneys' Fees and Costs is not a material term of the Settlement or Agreement, and it is not a condition of this Agreement that any particular application for Attorneys' Fees and Costs be approved. If an application for Attorneys' Fees and Costs is approved by the Court, Class Counsel shall provide W-9 Forms to HALO's Counsel prior to the date for payment of the Fee Award.

4. Subject to Court approval, the Class Representatives may be paid a Service Award from the Settlement Fund, in addition to any settlement payment as a result of an Approved Claim pursuant to this Agreement, and in recognition of their efforts on behalf of the Settlement Class, in the amount of two thousand, five hundred dollars each (\$2,500.00 USD). Such awards will be paid from the Settlement Fund (in the form of a check to the Class Representatives that is sent care of Class Counsel), subject to receipt of the necessary tax forms, including W-9 forms, on the later of: (a) thirty-five (35) Days after the Effective Date, or (b) September 3, 2025.

5. Any order or proceedings relating to the applications for Attorneys' Fees and Costs and Service Awards, or any appeal from any order relating thereto or reversal or modification

thereof, will not operate to terminate or cancel this Agreement, or affect or delay the finality of Judgment approving the Agreement and the Settlement.

VII. RELEASES.

1. The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

2. **Release by Settlement Class Members and Named Plaintiffs.** Upon the Effective Date, each of the Releasing Parties, including each and all of the Settlement Class Members who did not opt out, as well as each Named Plaintiff, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against each of the Released Parties. The Settlement Agreement expressly excludes any claims for personal and/or bodily injuries and explains that Settlement Class Members are not releasing any claims, demands, rights, damages, obligations, suits, debts, liens, and causes of action relating to bodily injuries allegedly caused by the Class Products.

3. **Effectuation of Settlement.** None of the above releases includes releases of claims to enforce the terms of the Settlement Agreement or affects the rights granted by the Settlement Agreement.

4. **No Admission of Liability.** This Settlement Agreement reflects, among other things, the compromise and settlement of disputed claims among the Parties, and neither this Settlement Agreement nor the releases given herein, nor any consideration therefor, nor any actions taken to carry out this Settlement Agreement, are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or of the validity of any claim, defense, or of any point of fact or law on the part of any Party. Defendant denies the material allegations of the complaints filed in this Action. Neither this Settlement Agreement, nor the fact of settlement, nor the settlement proceedings, nor the settlement negotiations, nor any related

document, will be used as an admission of any fault or omission by any or all of the Released Parties, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing or liability by any or all of the Released Parties in any proceeding, other than such proceedings as may be necessary to consummate, interpret, or enforce this Settlement Agreement.

VIII. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER AND FINAL JUDGMENT.

1. Promptly after the execution of this Settlement Agreement, Class Counsel will submit this Agreement together with its Exhibits to the Court, request that the Court retain jurisdiction of the Action per Section 6(a) of the Court's Individual Rules and Practices for Civil Cases, and will move the Court for Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representatives; and entry of a Preliminary Approval Order, which order will set a Final Approval Hearing date, approve the retention of the Settlement Administrator, and approve the Notice Plan. The Preliminary Approval Order will also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class or expand the obligations of Defendant. The Preliminary Approval Order will also state that, pending the final determination of the fairness, reasonableness and adequacy of the proposed settlement, Named Plaintiffs and all Class Members either directly, representatively, or in any other capacity, shall be enjoined from initiating or proceeding in any lawsuit on behalf of that class

member or the class against any Released Party in any federal or state court based on the Released Claims.

2. At the time of the submission of this Agreement to the Court as described above, Class Counsel will request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

3. After Notice is given, and at or before the Final Approval Hearing, the Class Representatives will request and seek to obtain from the Court a Final Approval Order and Final Judgment, which will (among other things):

- a. find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;
- b. approve the Settlement Agreement and the proposed settlement as fair, reasonable, adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of the Class Representatives and Releasing Parties;
- c. find that the Notice Plan implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to

appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice; and (4) meets all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

- d.** find that the Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;
- e.** dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;
- f.** incorporate the release of the Released Claims set forth above, make the release effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;
- g.** permanently bar and enjoin all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;
- h.** without affecting the finality of the Final Approval Order and Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Approval Order and Final Judgment, and for any other necessary purpose; and

- i. incorporate any other provisions as necessary or appropriate to effectuate the terms and conditions of the Settlement Agreement, and/or as the Court deems necessary and just.

4. Unless otherwise ordered by the Court, the Parties will seek the deadlines listed below in connection with approval of the Settlement. Subject to approval of the Court, the Parties agree that deadlines may be extended by order of the Court, for good cause shown, without further notice to the Class.

<u>Event</u>	<u>Deadline</u>
Motion for Preliminary Approval	Filed within 14 Days after execution of the Settlement Agreement
CAFA Notice pursuant to 28 U.S.C. § 1715(b)	Within 10 Days of filing of motion for preliminary approval
Notice Date	The later of: (a) thirty (30) Days after the Preliminary Approval Date, or (b) February 14, 2025
Application for Service Awards and Attorneys' Fees and Costs	No later than thirty-five (35) Days before the Opt-Out and Objection Deadline
Objection/Exclusion Deadline	90 Days after Notice Date
Claims Deadline	90 Days after Notice Date
Final Approval Motion and response to any objections	45 Days after the deadline to cure Claim deficiencies
Settlement Administrator submits declaration (1) stating the number of claims, requests for exclusion, and objections to date and (2) attesting that Notice was disseminated in a manner consistent with the Settlement Agreement or otherwise required by the Court.	10 Days after the Objection/Exclusion Deadline
Settlement Administrator provides Class Counsel and Defendant's Counsel a report containing: (1) total number of Claims filed and total number of Approved Claims, (2) total aggregate Cash Payment amount calculated for all Approved Claims without Valid Proof of Purchase, (3) total aggregate Cash Payment amount calculated for all Approved Claims with Valid Proof of Purchase, (4) total aggregate Cash Payment amount calculated for all Approved Claims both with and without Valid Proof of Purchase, (5) the amount of the Net Settlement Fund.	45 Days after the deadline to cure Claim deficiencies

Final Approval Hearing	30 Days after the later of: 1) the filing of the Final Approval Motion, or 2) the deadline for responses to any objections, or 3) as soon thereafter as may be heard by the Court
Approved Claim, Fee Award, and Service Award Issuance Date	Begins the later of: (a) 35 Days after Effective Date, (b) 30 Days after all potential invalid claims have been resolved, or (c) September 3, 2025, whichever is later.

IX. MISCELLANEOUS PROVISIONS.

1. The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement, and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable and best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and HALO’s Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

2. The Parties acknowledge and specifically agree that (a) any certification of the Settlement Class as set forth in this Agreement, including certification of the Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a litigation class is appropriate, or that the Settlement Class definition would be appropriate for a litigation class, nor would Defendant be precluded from challenging class certification in further proceedings in the Action or in any other action if the Settlement Agreement is not finalized or finally approved; (b) if the Settlement Agreement is not finally approved by the Court for any reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the Action shall be restored to the status quo ante, and no doctrine of waiver, estoppel,

or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action; and (c) no agreements made by or entered into by Defendants in connection with the settlement may be used by Named Plaintiffs, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other judicial proceeding.

3. Change of Time Periods. The time periods and/or dates described in this Settlement Agreement with respect to the giving of Notices and hearings are subject to approval and change by the Court or by the written agreement of Class Counsel and Defendant's Counsel, without notice to Settlement Class Members. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Settlement Agreement.

4. Headings. The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

5. Costs. Except as otherwise provided herein, each Party shall bear its own costs.

6. Releasing Parties represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

7. Each counsel or other Person executing this Settlement Agreement, any of its exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms.

8. This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all the Parties have contributed

substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party or another.

9. Governing Law. This Settlement Agreement will be governed by the laws of the State of New York and subject to compliance with the Federal Rules of Civil Procedure, including Fed. R. Civ. P. 23.

10. Exhibits. All Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

11. Entire Agreement. The terms and conditions set forth in this Settlement Agreement and its exhibits constitute the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Settlement Agreement, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Settlement Agreement constitutes the complete and exclusive statement of its terms as between the Parties, and that no extrinsic evidence whatsoever may be introduced in any agency or judicial proceeding, if any, involving this Settlement Agreement. Any modification of the Settlement Agreement must be in writing signed by the Parties (or their respective successors in interest), Class Counsel, and Defendant's Counsel.

12. Advice of Counsel. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The determination of the terms and the drafting of this Settlement Agreement have been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. The Parties have read and understand fully this Agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

13. Binding Agreement. This Settlement Agreement will be binding upon and inure to the benefit of the respective heirs, successors, and assigns of the Parties, the Settlement Class Members and the Released Parties.

14. No Waiver. The waiver by any Party of any provision or breach of this Settlement Agreement will not be deemed a waiver of any other provision or breach of this Settlement Agreement.

15. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree to work in good faith to modify such provision to the extent necessary to make it valid, legal, and enforceable, and to resubmit the Agreement to the Court. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder; provided, however, that the terms of this Section shall not apply should any court or tribunal find any part, term, or provision of the release to be illegal or invalid in any manner.

16. The Parties agree that before the entry of Final Approval of the settlement, they shall not publish a press release or a release on the Internet (including, but not limited to, Class Counsel's website) concerning the settlement without the prior review and written approval of Defendant. The Parties further agree that before the entry of Final Approval of the settlement, if any media outlet (whether print or electronic or otherwise) contacts any Party or its counsel seeking information or a statement regarding this settlement, in the absence of a response agreed on by all Parties, no information will be provided in response to such inquiries. For the avoidance of doubt, nothing in this Agreement prevents the Parties from making any disclosures required to effectuate this Agreement or from making any disclosures required by law.

17. Execution in Counterparts. This Settlement Agreement will become effective upon its execution by all of the undersigned. The Parties may execute this Settlement Agreement

in counterparts, and execution of counterparts will have the same force and effect as if all Parties had signed the same instrument. The Parties further agree that signatures provided by portable document format (PDF) or other electronic transmission will have the same force and effect as original signatures.

18. Enforcement of this Settlement Agreement. The Court will retain jurisdiction, and will have exclusive jurisdiction, to enforce, interpret, and implement this Settlement Agreement and the terms of any order entered pursuant to this Settlement Agreement, including but not limited to disputed questions of law and fact with respect to the validity of Claims if the Parties are unable to resolve the dispute.

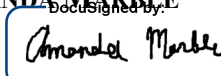
19. Tax Advice: Neither the Parties nor their counsel intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder. No person shall rely on anything in this Settlement Agreement to provide tax advice, and any Person, including, without limitation, Named Plaintiffs and Settlement Class Members, shall obtain her or his, or its own independent tax advice with respect to any payment under this Settlement Agreement.

20. Notices. All notices to the Parties or counsel required by this Settlement Agreement will be made in writing and communicated by email and mail to the following addresses: Rachel Soffin, Milberg Coleman Bryson Phillips Grossman PLLC, 3833 Central Avenue, St. Petersburg, FL, 33713, rsoffin@milberg.com (for the Settlement Class); Brandon Cox, Greenberg Traurig, LLP, 3333 Piedmont Road NE, Suite 2500, Atlanta, GA 30305, coxb@gtlaw.com (for HALO).

IT IS SO AGREED TO BY THE PARTIES:

Dated: 1/31/2025

AMANDA MARBLE

By: 
F4E3A862C42F47E...

Dated: 1/31/2025 _____

KELSEY REIMER

Signed by:
Kelsey Reimer
By: _____
C5CA699CA67B447...

Dated: 1/31/2025 _____

CASSIDY BENDER

DocuSigned by:
Cassidy Bender
By: _____
CF9D413BB6CC4AE...

Dated: _____

HALO INNOVATIONS, INC.

By: _____

IT IS SO STIPULATED BY COUNSEL:

Dated: 1/31/2025 _____

Milberg Coleman Bryson Phillips Grossman, PLLC

DocuSigned by:
Rachel Soffin
By: _____
04A59CA5BBE342D
Rachel Soffin

Dated: _____

Greenberg Traurig, LLP

By: _____
Brandon Cox

Dated: _____

KELSEY REIMER

By: _____

Dated: _____

CASSIDY BENDER

By: _____

Dated: 01/31/2025

HALO INNOVATIONS, INC.

Signed by:
By: Walter Lehneis
Walter Lehneis
CEO

IT IS SO STIPULATED BY COUNSEL:

Dated: _____

**Milberg Coleman Bryson Phillips Grossman,
PLLC**

By: _____
Rachel Soffin

Dated: 01/31/2025

Greenberg Traurig, LLP

Signed by:
By: Brandon Cox
47F2F93DD8684B6...
Brandon Cox

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Your claim must be submitted online or mailed postmarked by: **[DEADLINE]**

Marble et al v. HALO Innovations, Inc., Case No. 1:23-cv-11048-JLGC
and *Bender v. Halo Innovations, Inc.*, Case No. 1:24-cv-04371-JLGC

FLEX

CLAIM FORM

CLAIM FORM INSTRUCTIONS

1. You may submit your Claim Form online at **[WEBSITE URL]** or by U.S. Mail to the following address: **[REDACTED]** Settlement, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Please make sure to include the completed and signed Claim Form and all supporting materials in one envelope.
2. You must complete the entire Claim Form. Please type or write your responses legibly.
3. Please keep a copy of your Claim Form and any supporting materials you submit. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. Copies of documentation submitted in support of your Claim should be clear and legible.
4. If your Claim Form is incomplete or missing information, the Settlement Administrator may contact you for additional information. If you do not respond or do not provide the additional information requested, the Settlement Administrator will be unable to process your claim, and your claim will be rejected.
5. No more than one Claim per Settlement Class Household should be submitted. The Claims Administrator will limit the number of payments per household absent sufficient documentation or proof of separate purchases by individuals residing at the same address.
6. If you have any questions, please contact the Settlement Administrator by email at **[EMAIL ADDRESS]** or by mail at the address listed above.
7. **You must notify the Settlement Administrator if your address changes. If you do not, you may not receive your payment.**
8. **DEADLINE -- Your claim must be submitted online by **[DEADLINE]**. Claim Forms mailed to the Settlement Administrator must be postmarked no later than **[DEADLINE]**.**

Claims with Valid Proof of Purchase: Settlement Class Members with Valid Proof of Purchase will be entitled to submit a claim for up to \$30 per Class Product purchased, per Settlement Class Household, and subject to *pro rata* adjustment.

Valid Proof of Purchase means verifiable documentation of a transaction that reflects the purchase of one or more Class Products, subject to verification by the Settlement Administrator, on or before **[the date of Preliminary Approval]**. Examples may include but are not limited to Amazon.com Order number(s); store receipts; online purchase receipts; or any other contemporaneous record of purchase that is objectively verifiable.

For Purchases made through Amazon.com, Settlement Class Members need only to supply the corresponding Amazon Order number for each Class Product.

Your claim must be submitted online or mailed postmarked by: **DEADLINE**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Marble et al v. HALO Innovations, Inc., Case No. 1:23-cv-11048-JLGC
and *Bender v. Halo Innovations, Inc.*, Case No. 1:24-cv-04371-JLGC

FLEX

CLAIM FORM

Claims without Valid Proof of Purchase: Settlement Class Members without Valid Proof of Purchase will be entitled to submit one claim for up to \$10 for one (1) Class Product, per Settlement Class Household, and subject to *pro rata* adjustment.

I. YOUR CONTACT INFORMATION AND MAILING ADDRESS

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

IF YOU RECEIVED A NOTICE FROM THE SETTLEMENT ADMINISTRATOR,
PLEASE PROVIDE THE FOLLOWING.

Notice ID

Confirmation Code

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Your claim must be submitted online or mailed postmarked by: **DEADLINE**

Marble et al v. HALO Innovations, Inc., Case No. 1:23-cv-11048-JLGC and Bender v. Halo Innovations, Inc., Case No. 1:24-cv-04371-JLGC

FLEX

CLAIM FORM

II. CLASS PRODUCT PURCHASE INFORMATION

I am enclosing Valid Proof of Purchase

Please provide the number of Class Products you are claiming and are providing Valid Proof of Purchase for: _____

If you purchased Class Product(s) through Amazon.com, provide the Amazon Order number(s) below. **Do not submit** any other receipts, proof of purchase, or other documentation for these Amazon.com purchase(s).

No.	Amazon Order Number
1.	
2.	
3.	
4.	
5.	

I do not have Valid Proof of Purchase

You must complete the chart below providing the requested information for the Class Product you are claiming *without* Valid Proof of Purchase.

Class Products	Approximate Purchase Price	Date of Purchase (MM/DD/YYYY)	Location of Purchase (Retailer)	Location of Purchase (City, State)
	\$			

III. PAYMENT SELECTION

Please select **one** of the following payment options:

Venmo - Enter the mobile number associated with your Venmo account: _____ - _____ - _____

Zelle - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: _____ - _____ - _____ or Email Address: _____

Virtual Prepaid Card - Enter your email address: _____

Physical Check - Payment will be mailed to the address provided in Section I above.

Your claim must be submitted online or mailed postmarked by: **DEADLINE**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Marble et al v. HALO Innovations, Inc., Case No. 1:23-cv-11048-JLGC
and *Bender v. Halo Innovations, Inc.*, Case No. 1:24-cv-04371-JLGC

FLEX

CLAIM FORM

IV. VERIFICATION AND ATTESTATION UNDER PENALTY OF PERJURY

I declare or affirm, under penalty of perjury, that the information in this Claim Form is true and correct to the best of my knowledge, and that I purchased the Class Product(s) claimed above during the Class Period, and this is the only Claim Form that I have submitted, and nobody has submitted another claim in connection with this Settlement on my behalf. I understand that my claim form may be subject to audit, verification, or Court review.

Signature

Printed Name

Date

Mail your completed Claim Form and/or Documentation to:

Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

EXHIBIT B

To: [Class Member Email Address]
From: HALO BassiNest Settlement Administrator
Subject: Notice of Proposed Class Action Settlement

Notice ID:

Confirmation Code:

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF NEW YORK

If you purchased a HALO BassiNest Flex Morning Mist or HALO BassiNest Flex Heather Weave before [preliminary approval date], you may be entitled to receive payment from a Class Action Settlement.

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

A Settlement has been reached with HALO Innovations, Inc. (n/k/a HALO Dream, Inc.) (“HALO” or “Defendant”) in a class action lawsuit involving HALO BassiNest Flex Morning Mist and HALO BassiNest Flex Heather Weave (“Class Products”). The lawsuit claims that the Class Products have a design defect that allegedly causes the sleep surface to tilt. HALO denies these allegations. The lead Action is *Marble et al v. HALO Innovations, Inc.*, Case No. 1:23-cv-11048-JLGC with related case: *Bender v. Halo Innovations, Inc.*, Case No. 1:24-cv-04371-JLGC.

Am I a Settlement Class Member? The Settlement Class includes all persons in the United States (including in its states, districts, territories, or tribal reservations) who purchased one or more of the Class Products before [date of preliminary approval].

What benefit can I get from the settlement? The Settlement provides for the creation of a \$1,500,000 Settlement Fund to pay Notice and Administrative Costs, cash claims of Settlement Class Members, and any Fee Award and Service Awards approved by the Court. Settlement Class Members who submit a timely and approved claim with Valid Proof of Purchase are eligible to receive up to \$30 per Class Product purchased, subject to *pro rata* adjustment. Claims without Valid Proof of Purchase are eligible to receive up to \$10 per Class Product purchased, subject to *pro rata* adjustment. Visit **WEBSITE** for complete information about the cash benefits and requirements. You must complete and submit a Claim Form by **DEADLINE**. Claim Forms may be submitted online at **WEBSITE** or printed from the website and mailed to the Settlement Administrator postmarked no later than **DEADLINE**.

How can I exclude myself from the class? If you don’t want to make a claim and you don’t want to be legally bound by the settlement, your request to be excluded must be **mailed postmarked no later than [DEADLINE]**, or you will not be able to sue, or continue to sue, the Defendant about the claims and allegations in this case. Refer to the settlement website and the Long Form Notice for information and instructions on how to exclude yourself.

How can I object? If you want to stay in the Settlement Class, but you want to object to the settlement and/or to Class Counsel’s request for Attorneys’ Fees and Costs, your objection must be submitted **no later than DEADLINE**. Refer to the settlement website and the Long Form Notice for information and instructions on how to object.

Do I have a lawyer in this case? Yes. The Court has appointed Rachel Soffin, Harper T. Segui, Erin J. Ruben, Kelsey G. Davies, and Thomas Pacheco of Milberg Coleman Bryson Phillips Grossman, PLLC, to represent the Settlement Class. These attorneys are called Class Counsel. You will not be charged for their services.

The Court's Final Approval Hearing. The Court will hold a hearing to decide whether to approve the Settlement on **DATE** at **TIME** in Courtroom **XX** located at Daniel Patrick Moynihan United States Courthouse, 500 Pearl St., New York, NY 10007-1312. At this hearing, Judge Clarke will determine whether the Settlement is fair, adequate, and reasonable and whether the objections by Settlement Class Members, if any, have merit. You may appear at the Final Approval Hearing, but you don't need to. The Court will review any objections to the Settlement at the hearing. The date of the hearing may change without further notice so please visit **WEBSITE** for updated information.

Where can I get more information? This notice is only a summary. Please visit the settlement website for complete information about the Settlement benefits, how to submit a Claim Form, and instructions on how to request exclusion from the Settlement or how to object to the Settlement, visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**.

[Unsubscribe](#)

EXHIBIT C

DocuSign Envelope ID: 962104F4-05EC-4A9E-8C27-8B0770D074CF

**NOTICE OF PROPOSED CLASS
ACTION SETTLEMENT**

**If you purchased a HALO
BassiNest Flex Morning Mist or
HALO BassiNest Flex Heather
Weave before [preliminary
approval date], you may be
entitled to receive payment from a
Class Action Settlement.**

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

**For complete information about the
Settlement benefits, how to submit a
Claim Form, and instructions on how
to request exclusion from the
Settlement or to object to the
Settlement, visit WEBSITE or call toll-
free 1-XXX-XXX-XXXX.**

HALO BassiNest Settlement
Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

DocuSign Envelope ID: 962104F4-05EC-4A9E-8C27-8B0770D074CF (LO") in a class action lawsuit involving HALO BassiNest Flex Morning Mist and HALO BassiNest Flex Heather Weave ("Class Products"). The lawsuit claims that the Class Products have a design defect that allegedly causes the sleep surface to tilt. HALO denies these allegations. The lead Action is: *Marble et al v. HALO Innovations, Inc.*, Case No. 1:23-cv-11048-JLGC, with related case: *Bender v. Halo Innovations, Inc.*, Case No. 1:24-cv-04371-JLGC.

Am I a Settlement Class Member? The Settlement Class includes all persons in the United States (including in its states, districts, territories, or tribal reservations) who purchased one or more of the Class Products before **[date of preliminary approval]**.

What benefit can I get from the settlement? The Settlement provides for the creation of a \$1,500,000 Settlement Fund to pay Notice and Administrative Costs, cash claims of Settlement Class Members, and any Fee Award and Service Awards approved by the Court. Settlement Class Members who submit a timely and approved claim with Valid Proof of Purchase are eligible to receive up to \$30 per Class Product purchased. Claims without Valid Proof of Purchase are eligible to receive up to \$10 per Class Product purchased. Visit **WEBSITE** for complete information about the cash benefits and requirements. You must complete and submit a Claim Form by **DEADLINE**. Claim Forms may be submitted online at **WEBSITE** or printed from the website and mailed to the Settlement Administrator postmarked no later than **DEADLINE**.

How can I exclude myself from the class? If you don't want to make a claim and you don't want to be legally bound by the settlement, your request to be excluded must be **mailed postmarked no later than [DEADLINE]**, or you will not be able to sue, or continue to sue, HALO about the claims and allegations in this case. Refer to the settlement website and the Long Form Notice for information and instructions on how to exclude yourself.

How can I object? If you want to stay in the Settlement Class, but you want to object to the settlement and/or to Class Counsel's request for Attorneys' Fees and Costs, your objection must be submitted **no later than DEADLINE**. Refer to the settlement website and the Long Form Notice for information and instructions on how to object.

Do I have a lawyer in this case? Yes. The Court has appointed Rachel Soffin, Harper T. Segui, Erin J. Ruben, Kelsey G. Davies, and Thomas Pacheco of Milberg Coleman Bryson Phillips Grossman, PLLC to represent the Settlement Class. These attorneys are called Class Counsel. You will not be charged for their services.

The Court's Final Approval Hearing. The Court will hold a hearing to decide whether to approve the Settlement on **DATE at TIME** in Courtroom **XX** located at Daniel Patrick Moynihan United States Courthouse, 500 Pearl St., New York, NY 10007-1312. At this hearing, Judge Clarke will determine whether the Settlement is fair, adequate, and reasonable and whether the objections by Settlement Class Members, if any, have merit. You may appear at the Final Approval Hearing, but you don't need to. The Court will review any objections to the Settlement at the hearing. The date of the hearing may change without further notice so please visit **WEBSITE** for updated information.

Where can I get more information? This notice is only a summary. Please visit the settlement website at **WEBSITE** or call toll free **1-XXX-XXX-XXXX** to obtain more complete information about the proposed settlement and your rights.

EXHIBIT D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF NEW YORK

If you purchased a HALO BassiNest Flex Morning Mist or HALO BassiNest Flex Heather Weave before [preliminary approval date], you may be entitled to receive payment from a Class Action Settlement.

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

A Settlement has been reached with HALO Innovations, Inc. (n/k/a HALO Dream, Inc.) (“HALO” or “Defendant”) in a class action lawsuit involving HALO BassiNest Flex Morning Mist and HALO BassiNest Flex Heather Weave (“Class Products”). The lawsuit claims that the Class Products have a design defect that allegedly causes the sleep surface to tilt. HALO denies these allegations. The lead Action is called *Marble et al v. HALO Innovations, Inc.*, Case No. 1:23-cv-11048-JLGC with related case: *Bender v. Halo Innovations, Inc.*, Case No. 1:24-cv-04371-JLGC.

The Settlement provides for the creation of a \$1.5 million Settlement Fund to pay Notice and Administrative Costs, cash claims of Settlement Class Members, and any Fee Award and Service Awards approved by the Court.

Your legal rights are affected whether you act or don’t act, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM DEADLINE:	Submit a Claim Form to receive the benefits provided under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT DEADLINE:	Write to the Settlement Administrator to opt out of the Settlement. This is the only option that allows you to be part of any other lawsuit, or your own lawsuit, against the Defendant about the legal claims released in this Settlement.
OBJECT TO THE SETTLEMENT DEADLINE:	Write to the judge about why you do not like the Settlement.
GO TO A HEARING	Ask to speak in court to the judge about the Settlement.
DO NOTHING	Give up the benefits you may be entitled to under the Settlement and your right to be part of any other lawsuit against the Defendant about the legal claims released by the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still must decide whether to approve the Settlement before any benefits can be distributed. Please be patient.

QUESTIONS? VISIT [URL](#) OR CALL TOLL-FREE (XXX) XXX-XXXX

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why is there a notice?
2. What is the lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

WHO IS INCLUDED IN THE SETTLEMENT?

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

THE SETTLEMENT BENEFITS

6. What are the benefits of the Settlement?
7. What am I giving up in exchange for the Settlement benefits?

HOW TO GET BENEFITS

8. How do I get the benefits of the Settlement?
9. When will I get the benefits?

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. Can I exclude myself from this Settlement?
11. If I exclude myself, can I get anything from this Settlement?
12. If I don't exclude myself, can I sue later?
13. How do I exclude myself from the Settlement?

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?
15. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court if I don't like the Settlement?
17. What's the difference between objecting and excluding?

THE COURT'S FINAL APPROVAL HEARING

18. When and where will the Court decide whether to approve the Settlement?
19. Do I need to go to the hearing?
20. May I speak at the hearing?

WHAT IF I DO NOTHING?

21. What happens if I do nothing?

GETTING MORE INFORMATION

22. Are there more details about the Settlement?

QUESTIONS? VISIT [URL](#) OR CALL TOLL-FREE (XXX) XXX-XXXX

BASIC INFORMATION

1. Why is there a notice?

A Court has authorized this notice because you have a right to know about the proposed settlement of this class-action lawsuit, and your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the lawsuit, the proposed Settlement, and your legal rights.

The Honorable Jessica G.L. Clarke of the United States District Court, Southern District of New York, is overseeing this class-action lawsuit, known as *Marble et al v. HALO Innovations, Inc.*, Case No. 1:23-cv-11048-JLGC with related case: *Bender v. Halo Innovations, Inc.*, Case No. 1:24-cv-04371-JLGC (the “Action” or “Actions”). Amanda Marble, Kelsey Reimer, and Cassidy Bender, the individuals who brought this litigation, are called the “Plaintiffs” or “Class Representatives,” and the company they sued, HALO Innovations, Inc. (n/k/a HALO Dream, Inc.) (or “HALO”), is called the “Defendant.”

2. What is the lawsuit about?

The lawsuit claims that the HALO BassiNest Flex Morning Mist and HALO BassiNest Flex Heather Weave (“Class Products”) have a design defect that allegedly causes the sleep surface to tilt. HALO denies these allegations.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” assert claims on behalf of people who have similar claims. All of these people are the “Settlement Class” or “Settlement Class Members.” One court resolves the issues for all Settlement Class Members, except for those who timely exclude themselves from (or “opt out” of) the Class. The Class Representatives in the Action are the Plaintiffs identified above.

4. Why is there a Settlement?

All parties have agreed to a Settlement to avoid further cost and risk of a trial, and so that the people affected can begin getting benefits in exchange for releasing the Defendant from liability for the claims that were raised or could have been raised in the Action involving the Class Products. The Court did not decide which side was right. The Class Representatives and the lawyers representing them think the Settlement is fair and reasonable for the Settlement Class. The Court in charge of this case still must decide whether to approve the Settlement before any benefits can be distributed.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes all persons in the United States (including in its states, districts, territories, or tribal reservations) who purchased one or more of the Class Products before [date of preliminary approval].

Excluded from the Settlement Class are (1) any Judge or Magistrate Judge presiding over this Action and members of their families; (2) Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, members, directors, agents, attorneys, and employees; (3) Persons who properly execute and file a timely request for exclusion from the class; (4) the legal representatives, successors, or assigns of any such excluded Persons; (5) wholesalers, distributors, or retailers of the Class Products; and (6) all second-hand purchasers of the Class Products.

QUESTIONS? VISIT [URL](#) OR CALL TOLL-FREE (XXX) XXX-XXXX

THE SETTLEMENT BENEFITS

6. What are the benefits of the Settlement?

Each Settlement Class Member will be entitled to submit a claim for Cash Payment based on the Class Products purchased during the Settlement Class Period.

Claims with Valid Proof of Purchase: Settlement Class Members with Valid Proof of Purchase will be entitled to submit a claim for up to \$30 per Class Product purchased, per Settlement Class Household, and subject to *pro rata* adjustment.

Valid Proof of Purchase means verifiable documentation of a transaction that reflects the purchase of one or more Class Products, subject to verification by the Settlement Administrator, on or before [the date of Preliminary Approval]. Examples may include but are not limited to store receipts; online purchase receipts; or any other contemporaneous record of purchase that is objectively verifiable.

Claims without Valid Proof of Purchase: Settlement Class Members without Valid Proof of Purchase will be entitled to submit one claim for up to \$10 per purchased Class Product, per Settlement Class Household, and subject to *pro rata* adjustment.

7. What am I giving up in exchange for the Settlement benefits?

If the Settlement becomes final, Settlement Class Members will be releasing the Defendant and the Released Parties from all of the claims described and identified Settlement Agreement. Please visit [URL](#) to view the Settlement Agreement and read more about the Released Claims.

HOW TO GET BENEFITS

8. How do I get the benefits of the Settlement?

If you are a Settlement Class Member and would like to receive a cash benefit you need to complete a Claim Form. Claimants with Valid Proof of Purchase are required to submit copies of their Valid Proof of Purchase along with their signed Claim Form. You may submit a Claim Form online via the Settlement Website at [URL](#). You may also download a Claim Form from the Settlement Website and mail your completed Claim Form to the Settlement Administrator.

Claim Forms must be postmarked or submitted online no later than **DEADLINE**.

The Claim Form and any Valid Proof of Purchase submitted are subject to verification by the Settlement Administrator.

9. When will I get the Settlement benefits?

The Court will hold a hearing on **DATE** at **TIME**, to decide whether to grant final approval of the settlement. If the Court approves the settlement, there may be objections. It is always uncertain whether objections will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed to Settlement Class Members who have submitted timely and valid claim forms, if and when the Court grants final approval to the settlement and all objections (if any) have been resolved.

QUESTIONS? VISIT [URL](#) OR CALL TOLL-FREE **(XXX) XXX-XXXX**

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. Can I exclude myself from this Settlement?

Yes. If you want to keep the right to sue or if you are already suing the Defendant in another action over the legal issues in this case, then you must take steps to opt out of this Settlement. This is called asking to be excluded from—sometimes called “opting out” of—the Settlement.

11. If I exclude myself, can I get anything from this Settlement?

No. If you ask to be excluded, you cannot object to the Settlement, and you will not receive any of the benefits of the Settlement. However, you may sue, continue to sue, or be part of a different lawsuit against the Defendant in the future, including for claims that this Settlement resolves. You will not be bound by anything that happens in this lawsuit.

12. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue the Defendant for the claims that this Settlement resolves.

13. How do I exclude myself from the Settlement?

Settlement Class Members wishing to opt out of the Settlement must submit a timely and complete request for exclusion. The request for exclusion must: (i) identify the case name, (ii) be personally signed by the Settlement Class Member requesting exclusion, (iii) contain the Settlement Class Member's name, address, email address, and telephone number, (iv) contain a brief statement explaining the Class Products purchased by the Settlement Class Member requesting exclusion, (v) contain a statement that indicates a desire to be excluded from the Settlement Class, such as “I hereby request that I be excluded from the proposed Settlement Class in Marble et al v. HALO Innovations, Inc”.

Requests for exclusion must be submitted online at **WEBSITE** no later than **DEADLINE**, or submitted by mail to the Settlement Administrator, postmarked on or before **DEADLINE**.

HALO BassiNest Settlement Administrator
Attn: Exclusions
P.O. Box 58220
Philadelphia, PA 19102

A request to be excluded that does not include all of the required information, or that is sent to an address other than that designated above, or that is not postmarked or submitted online through the claims portal and verified no later than the **Objection/Exclusion Deadline**, shall be invalid, and the Person(s) shall be bound as a Settlement Class Member by this Agreement, if approved.

A Settlement Class Member may opt out on an individual and personal basis only; so-called “mass” or “class” opt-outs, shall not be allowed and shall be deemed ineffective.

Any member of the Settlement Class who validly and timely elects to be excluded from this Settlement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement, (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement.

QUESTIONS? VISIT **URL** OR CALL TOLL-FREE **(XXX) XXX-XXXX**

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

Yes, the Court has appointed Rachel Soffin, Harper T. Segui, Erin J. Ruben, Kelsey G. Davies, and Thomas Pacheco of Milberg Coleman Bryson Phillips Grossman, PLLC to represent the Settlement Class. These attorneys are called Class Counsel.

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

[INSERT CLASS COUNSEL CONTACT INFO]

15. How will the lawyers be paid?

Class Counsel may apply for attorneys' fees not to exceed thirty-three percent (33%) of the \$1.5 million Settlement Amount. In addition to these fees, Class Counsel may also seek reimbursement of verifiable litigation costs, plus reasonable costs incurred.

Class Counsel may also ask the Court for a Service Award payable to each of the Plaintiffs in the amount of \$2,500.

The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court if I don't like the Settlement?

Any Person who is a Settlement Class Member and who wishes to object to the agreement must timely serve a written objection to the Settlement Administrator by the **DEADLINE**.

HALO BassiNest Settlement Administrator
Attn: Objections
P.O. Box 58220
Philadelphia, PA 19102

The objection must:

1. Clearly state that it is an objection to the Class Settlement in *Marble et al v. HALO Innovations, Inc.*, Case No. 1:23-cv-11048-JLGC or *Bender v. Halo Innovations, Inc.*, Case No. 1:24-cv-04371-JLGC;
2. Include the name, email address, address and telephone number for the objecting Settlement Class Member;
3. Include Valid Proof of Purchase for the Class Products purchased;
4. State whether the objection applies to that Settlement Class Member or to a specific subset of the Settlement Class, or to the entire Settlement Class, and state with specificity the grounds for the objection, including all citations to legal authority and evidence supporting the objection, if any;
5. Provide the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit

QUESTIONS? VISIT **URL** OR CALL TOLL-FREE **(XXX) XXX-XXXX**

from the pursuit of the objection (the “Objecting Attorneys”);

6. Identify the number of times in which the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling on the objector’s prior such objections;
7. Identify the number of times in which the Objecting Attorneys or their law firms have objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the Objecting Attorneys or their law firms have made such an objection, and a copy of any orders related to or ruling on the Objecting Attorney or their law firm’s prior such objections;
8. If the objector or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection or any related appeal—without any modification to the settlement—then the objection must include a statement identifying each such case by full case caption and amount of payment received;
9. Disclose any and all agreements, whether written or oral-between objector or objector's counsel and any other person or entity, that relate to the objection or the process of objecting;
10. A statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); and
11. Include the actual written or electronic signature of the Settlement Class Member making the objection.

Any Settlement Class Member who fails to object to the settlement in the manner described above shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the settlement or the terms of this Agreement by appeal or other means.

If an objecting Person chooses to appear at the Final Approval Hearing, a notice of intention to appear must be filed with the Court no later than **the Objection/Exclusion Deadline**.

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

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement. Excluding yourself is telling the Court that you don’t want to be part of the Settlement, and thus do not want to receive any benefits from the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE COURT’S FINAL APPROVAL HEARING

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

The Court will hold a hearing to decide whether to approve the Settlement on **DATE** at **TIME** in Courtroom **XX** located at Daniel Patrick Moynihan United States Courthouse, 500 Pearl St., New York, NY 10007-1312. At this hearing, Judge Clarke will determine whether the Settlement is fair, adequate, and reasonable and whether the objections by Settlement Class Members, if any, have merit. You may appear at the Final Approval Hearing, but you don’t need to. The Court will review any objections to the Settlement at the hearing. The date of the hearing may change without further notice so please visit **WEBSITE** for updated information.

QUESTIONS? VISIT **URL** OR CALL TOLL-FREE **(XXX) XXX-XXXX**

We do not know how long the Court's decision will take, and the hearing date may change. Please visit [URL](#) for updates.

19. Do I need to go to the hearing?

No. Class Counsel will answer any questions Judge Clarke may have, but you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mail your valid written objection on time, Judge Clarke will consider it. You may also pay another lawyer to attend, but it is not required.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file a "Notice of Intent to Appear" in *Marble et al v. HALO Innovations, Inc.*, Case No. 1:23-cv-11048-JLGC or *Bender v. Halo Innovations, Inc.*, Case No. 1:24-cv-04371-JLGC. Be sure to include your name, and other requirements outlined in Question 16. Your Notice of Intent to Appear must be postmarked no later than **DEADLINE** and mailed to the address listed in Question 16. You cannot speak at the hearing if you have excluded yourself from the Settlement.

WHAT IF I DO NOTHING?

21. What happens if I do nothing?

If you do nothing, you will give up the right to be part of any other lawsuit against the Defendant about the legal claims released by the Settlement. **You will not receive a Settlement payment unless you timely submit a Claim Form.**

GETTING MORE INFORMATION

22. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may also contact the Settlement Administrator by mail, email or phone:

Mail: HALO BassiNest Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: **EMAIL ADDRESS**

Phone: **(XXX) XXX-XXXX**

QUESTIONS? VISIT [URL](#) OR CALL TOLL-FREE **(XXX) XXX-XXXX**