

DIRECT PURCHASER NOTICE

If you purchased one or more products bearing the labeled brand name My Pillow directly from My Pillow, Inc. between April 26, 2012 and September 25, 2017, you could get payment from a class action settlement.

This is a supplemental notice. Please read it carefully even if you have already read and/or responded to a prior notice regarding this action.

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

- A settlement has been reached in a class action lawsuit regarding My Pillow products.
- In the lawsuit, plaintiffs raised questions regarding defendant's advertising, packaging, and sale of My Pillow products, including but not limited to health claims, buy one get one free (BOGO) and other sales promotions and pricing, and the use of third party endorsements and logos. The parties reached an agreement in order to avoid the time and expense associated with litigation.
- The claims are strongly disputed. The Court has not ruled, one way or the other, on plaintiffs' claims.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.
- If you have already submitted a claim or request for exclusion, you do not have to resubmit a claim or exclusion request.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to receive a monetary payment.
EXCLUDE YOURSELF	Receive no payment as part of this lawsuit. This is the only option that allows you to ever be part of any other lawsuit about the advertising, marketing, packaging, and sale of the My Pillow products (including but not limited to health claims, buy one get one free (BOGO) and other sales promotions and pricing, and the use of third party endorsements and logos), or the other lawsuits against My Pillow referenced in part 2 below.
OBJECT	Write to the Court about why you do not like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Receive no payment. Give up rights.

QUESTIONS? WWW.PILLOWBOGOSSETTLEMENT.COM

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

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BASIC INFORMATION

1. Why should I read this notice?

If you purchased one or more products bearing the labeled brand name My Pillow directly from My Pillow, Inc. between April 26, 2012 and September 25, 2017, you have a right to know about a proposed settlement of a class action lawsuit and your options. The San Bernardino County Superior Court of the State of California has preliminarily approved the proposed settlement.

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

This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The case is known as *Armin Amiri, et al. v. My Pillow, Inc.*, Case No. CIVDS1606479. The people who sued are called the Plaintiffs, and the company they sued is called the Defendant.

This is a supplemental notice authorized by the Court. Please read it carefully even if you have already read and/or responded to a prior notice regarding this action.

2. What is this lawsuit about?

This lawsuit is about whether the marketing, packaging, and sale of the My Pillow products, including but not limited to Defendant’s use of health claims, buy one get one free (BOGO) and other sales promotions and pricing, and the use of third party endorsements and logos, was appropriate. The parties reached an agreement to avoid the time and expense associated with further litigation.

After this lawsuit was filed, additional lawsuits were filed against Defendant relating to Defendant’s “buy one, get one free” marketing and related sales claims for the My Pillow products. Some of those lawsuits were filed by Direct Purchaser Class Counsel and include the following:

Brunelle, et al. v. My Pillow, Inc., Case No. 16-cv-02007-YY (D. Or.)(Filed: October 18, 2016)

Puckett, et al. v. My Pillow, Inc., Case No. 17-cv-00029-MJD-BRT (D. Minn.)(Filed: January 4, 2017)

Kautsky v. My Pillow, Inc., Case No. 17-cv-00006-SPW-TJC (D. Mont.)(Filed: January 11, 2017)

Some of the lawsuits were filed by different lawyers and include the following:

Marlowe v. My Pillow, Inc., Case No. 17CV000141, (Ohio Com. Pleas)(Filed: January 27, 2017)

Stamm v. My Pillow, Inc., Case No. 17-cv-02769-PGG (N.Y.S.D.)(Removed: April 17, 2017)

3. Why is this a class action?

In a class action, one or more people, called Class Representatives (in this case, Armin Amiri, Donald Puckett, Patrick Kavanaugh, Theresa Cordero, Jill Brunelle, Heather DeWitt, Christie Kautsky, and Susan Balmer) sue on behalf of people who have similar claims. All of these people are a Class or Class Members. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class. A judge in the San Bernardino County Superior Court in California is overseeing this class action.

4. Why is there a settlement?

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

WHO IS IN THE SETTLEMENT

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

The Court previously decided that everyone who fits either or both of the following descriptions is a Class Member:

Non-Direct Purchaser Subclass

All persons who purchased Covered Products in the United States, its territories, or at any United States military facility or exchange from a source other than My Pillow, Inc. during the time period April 26, 2012 to October 13, 2016.

The term “Covered Product” means the products bearing the labeled brand name My Pillow that are marketed and/or distributed by Defendant, including all sizes.

Direct Purchaser Subclass

All persons who purchased Covered Products in the United States and its territories or at any United States military facility or exchange directly from Defendant My Pillow, Inc. during the time period April 26, 2012 through September 25, 2017.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

If approved, the proposed settlement will provide for monetary benefits, notice/administration costs, class representative payments, non-monetary benefits to class members, and fees and costs for the lawyers who represented the settlement class. More specifically:

- A Court-appointed administrator will receive compensation to implement a class notice program and to assist in the processing of claims submitted by Settlement Class members.
- Direct Purchaser Settlement Class members who submit a timely and complete claim form will be entitled to receive one of the following three cash payments, whichever is higher: (a) \$6 for those who purchased one or more Covered Products directly from My Pillow, Inc.; (b) \$6 per pillow (maximum of two pillows) for those who acquired two Covered Products pursuant to a buy one get one free (BOGO) offer; and (c) \$6 per pillow (maximum of four pillows) for those who acquired four or more Covered Products pursuant to a BOGO offer as part of their initial purchase from My Pillow, Inc. Direct Purchaser Class members who submitted a timely and complete claim form for the initial settlement will receive an additional \$5 benefit.
- Once all potential cash payments are determined, the Claims Administrator will send an email to Direct Purchaser Settlement Class members who qualify for payments under (b) or (c) above with an offer for such members to trade their cash payment for one or two GoAnywhere Pillows, depending on the amount of the potential cash payment.
- Subject to Court approval, the Class Representatives may receive a service payment of up to \$2,500 each, for their time and effort acting as a class representatives and for their willingness to bring this litigation on behalf of other consumers. The service payments do not affect or reduce the cash benefits for Settlement Class members who submit a timely and complete claim.

HOW YOU GET BENEFITS – SUBMITTING A CLAIM FORM

7. How can I get a payment?

To qualify for a payment under the settlement, you must submit a claim form. You can obtain a claim form on the Internet at www.PillowBogoSettlement.com or you can obtain a claim form by calling 1-xxx-xxx-xxxx. Read the instructions carefully and submit the claim form no later than **January 23, 2018**.

If you already submitted a claim form in response to a prior notice, you do not have to resubmit a claim form. However, if, after reviewing this supplemental notice, you no longer want to submit a claim and want to exclude yourself, you must submit a request for exclusion described in section 10 below.

8. When will I receive my payment?

The Court will hold a hearing on **February 26, 2018**, to decide whether to approve the settlement. If the Court approves the settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take up to a year or more. The settlement website will keep you informed of the progress of the settlement. Please be patient.

QUESTIONS? WWW.PILLOWBOGOSSETTLEMENT.COM

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

If you stay in the Settlement Class and the Court approves the settlement, you will release claims relating to the advertising, packaging, labeling, marketing, promotion, sale or distribution of the Covered Products, including but not limited to, claims arising from Defendant's use of health claims, buy one get one free (BOGO) and other sales promotions and pricing, and the use of third party endorsements and logos.

The full definition of Settled Claims is set forth in the Settlement Agreement and provides as follows: any and all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, including but not limited to unjust enrichment, theft by deception, fraud, breach of warranty express or implied, violation of California Civil Code 1750 et seq., violation of California Business and Professions Code Sections 17200 et seq. and 17500 et seq., and any related or similar state consumer protection statutes, claims for restitution, disgorgement of profits, injunctive and declaratory relief, arising out of or relating to the advertising, packaging, labeling, marketing, promotion, sale or distribution of the Covered Products, including all claims which were alleged or which could have been alleged by Plaintiff, Class Counsel, the Settlement Class and/or any Settlement Class Member against the Released Parties in the Action, or any other legal action, whether those claims are asserted individually or on a class-wide basis, including, but not limited to health claims, buy one get one free (BOGO) and other sales promotions and pricing, and the use of third party endorsements and logos (the "Released Claims"). However, this definition expressly excludes claims for personal injury.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

10. How do I exclude myself from the settlement?

To exclude yourself from the settlement, you must submit a letter by mail saying that you want to be excluded from the Settlement Class in *Armin Amiri v. My Pillow, Inc.* Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request so that it is postmarked no later than **January 23, 2018**, to:

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

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

QUESTIONS? WWW.PILLOWBOGOSSETTLEMENT.COM

If you already submitted a request for exclusion in response to a prior notice about this settlement, you do not need to resubmit your request.

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

No. Unless you exclude yourself, you give up the right to sue the Defendant or anyone else for the claims resolved by this settlement (see question no. 9 above).

You must exclude yourself from the Settlement Class to participate in any litigation against the Defendant or anyone else regarding the claims resolved by this settlement. Remember, the exclusion deadline is **January 23, 2018**.

If you already submitted a request for exclusion in response to a prior notice about this settlement, you do not need to resubmit your request.

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

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

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Direct Purchaser Settlement Class is represented by Foley Bezek Behle & Curtis, LLP and Lockridge Grindal Nauen, P.L.L.P.

The Non-Direct Purchaser Settlement Class is represented by Clarkson Law Firm, P.C.

The lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

The Direct Purchaser Class Counsel will ask the Court for an award of attorneys' fees, costs, and expenses of up to \$2,000,000.

The Non-Direct Purchaser Class Counsel will ask the Court for an award of attorneys' fees of up to \$100,000 and reimbursement of costs and expenses of up to \$5,000.

The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

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

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

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

To object, you must submit a letter saying that you object to the My Pillow Settlement. The objection must include the following: (i) the name of this action; (ii) the objecting Settlement Class member's full name, address, telephone number, and signature (an attorney's signature is not sufficient); (iii) a statement that the objector is a Settlement Class member and an explanation of the basis upon which the objector claims to be a Settlement Class member; (iv) all grounds for the objection, accompanied by any legal support known to the objector or his or her counsel; (v) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection, (vi) a statement confirming whether the objector or any counsel representing the objector intends to personally appear and/or testify at the final approval hearing; and, (vii) a list of any persons who may be called to testify at the final approval hearing in support of the objection. To be timely, objections must be filed with the Court and mailed to the Settlement Administrator, Class Counsel, and Defendant's counsel by no later than **January 23, 2018**. **All addresses are provided in this notice.**

16. What is the difference between objecting and excluding?

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

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Fairness Hearing at **8:30 a.m. on February 26, 2018**, in Department S22 at the San Bernardino County Superior Court located at 247 West Third Street, San Bernardino, California, 92415. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Settlement Class Counsel and the Class Representatives. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

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

19. May I speak at the hearing?

You may ask the Court for permission for you or your lawyer to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *Armin Amiri v. My Pillow, Inc.*” Be sure to include your name, address, telephone number, and your signature. If your lawyer intends to speak at the fairness hearing, your letter must also include the name, address, and telephone number of your lawyer. Your Notice of Intention to Appear must be mailed to the Claims Administrator and postmarked no later than **January 23, 2018 to:**

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

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

IF YOU DO NOTHING

20. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

21. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement, which is available on the settlement website and by writing to the Claims Administrator at:

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

22. How do I get more information?

You can visit the settlement website at www.PillowBogoSettlement.com, where you will find answers to common questions about the settlement, a claim form, plus other information. You may also call 1-800-XXX-XXXX or contact Direct Purchaser Settlement Class Counsel at Foley Bezek Behle & Curtis, LLP, 15 W. Carrillo Street, Santa Barbara, CA 93101, (805) 962-9495.

_____, 2017

The Honorable Bryan Foster, San Bernardino County Superior Court

QUESTIONS? WWW.PILLOWBOGOSSETTLEMENT.COM