

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Payero et al. v. Mattress Firm, Inc. et al.,
Case No. 7:21-cv-03061-VLB (S.D.N.Y.)

If you purchased a Bed Tech HR Platform bed frame bearing Model Nos. HR33, HR33XL, HR46, HR50, HR60, or HR66 between April 8, 2015 and April 8, 2021, you may be entitled for benefits from a class action settlement.

*A federal court authorized this Notice. This is not a solicitation from a lawyer.
You are not being sued.*

- A Settlement has been reached in a class action lawsuit. In the lawsuit, Plaintiffs Antonio Payero and Adam Maldonado (“Plaintiffs”) allege that Mattress Firm, Inc. and Global Home Imports, Inc. (“Defendants”) manufactured, distributed, and sold Bed Tech-brand bed frames that were defective and prone to collapse, posing a crush hazard that can result in severe injury or death. By entering the Settlement, Defendants do not concede the truth of any of the claims against them, Defendants maintain that their previously instituted recall was sufficient to alleviate any alleged defects with the Bed Tech bed frames, and Defendants deny that they did anything wrong. The Court has not decided who is right. Instead, the parties agreed to a compromise.
- The Settlement only impacts you if you are a Settlement Class Member. A Settlement Class Member is any resident of the United States who purchased a Class Product during the Class Period (*i.e.*, April 8, 2015-April 8, 2021). The “Class Product” means an HR Platform bed frame sold under the Bed Tech brand name, bearing the model numbers HR33, HR33XL, HR46, HR50, HR60, or HR66. Excluded from the Class are: (a) Defendants and their employees, principals, officers, directors, agents, affiliated entities, legal representatives, successors and assigns; (b) the judges to whom the Action has been or is assigned and any members of their immediate families; and (c) all persons who timely submit Request for Exclusion from the Class.
- Under the Settlement, Settlement Class Members may submit a claim to either (i) return their Class Product to any Mattress Firm store within two years of the Effective Date for a full cash refund, or (ii) keep their Class Product and receive a \$125 Bed Tech gift card. Claims for cash refunds or gift cards shall in no event exceed \$4.9 million, exclusive of Settlement Administration Costs, the Fee Award, any incentive awards, and other costs, expenses, and fees associated with the Settlement. If the total value of all valid claims exceeds \$4.9 million, then the amounts of the Gift Card payments and refunds will be reduced *pro rata* as necessary.
- Class Members will also automatically receive an extended warranty from the later of two years from the end of their standard warranty or two years from the Effective Date.
- To obtain any relief under the Settlement, you must submit a valid Claim Form **within 120** days of the Notice Date.
- Whether you act or not, your legal rights as a Settlement Class Member are affected by the Settlement. Your rights and options—and the deadlines to exercise them—are explained in this Class Notice. Please read this Class Notice carefully in its entirety. Defined terms have the meanings in the Settlement Agreement.

QUESTIONS? CALL 1-888-285-2608 TOLL-FREE OR VISIT WWW.BEDTECHSETTLEMENT.COM

SETTLEMENT CLASS MEMBERS' LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT		
YOUR RIGHTS AND OPTIONS	WHAT THEY MEAN	DEADLINES
DO NOTHING	If you are a Settlement Class Member and do not take any action, you will receive an extended warranty from the later of two years from the end of your standard warranty or two years from the Effective Date. However, you will not receive any financial compensation under the Settlement. Further, if the Settlement is finally approved, you will be bound by the Court's Final Judgment and the release of claims explained in the Settlement Agreement.	None
SUBMIT A CLAIM FORM	You must submit a Valid Claim to select and receive either the full refund option (provided that you return your Class Product to a Mattress Firm store within two years of the Effective Date) or the gift card option. To find out how to submit a Claim Form, please read Question 11.	Received on or before August 4, 2023
EXCLUDE YOURSELF (OPT OUT)	Get no benefits from the Settlement. Requesting exclusion from the Settlement (also called "opting out") would allow you to file or continue your own lawsuit against Defendants about the legal claims involved in the Settlement, individually. To find out how to opt out, please read Question 13.	Received on or before May 4, 2023
OBJECT OR COMMENT	Write to the Court about why you do or do not like the Settlement. To find out how to object or comment, please read Question 15.	Filed and served on or before May 4, 2023
GO TO FINAL APPROVAL HEARING	Whichever of the above options you choose, you may also ask to speak in Court about the Settlement. To find out how to do so, please read Question 18.	Served on or before July 19, 2023

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BASIC INFORMATION

1. Why did you receive this notice?

This notice (“Class Notice”) has been sent because the Court has given its preliminary approval to the Settlement of the Litigation.

If you received an e-mail or a postcard concerning the Settlement, that means that Defendants’ records indicate you may be a Settlement Class Member who is affected by the Settlement.

2. What is this case about?

Plaintiffs filed a lawsuit in which they allege that Defendants manufactured, distributed, and sold Bed Tech-brand bed frames that were defective and prone to collapse, posing a crush hazard that can result in severe injury or death. Defendants deny that they did anything wrong and maintain that their previously instituted recall was sufficient to alleviate any alleged defects with the Bed Tech bed frames. Accordingly, Defendants have vigorously defended Plaintiffs’ allegations. The Parties, however, have agreed to settle the Litigation to avoid the cost, delay, and uncertainty of continuing the Litigation.

3. Why is this a class action?

In a class action, one or more “Class Representatives” or “Named Plaintiffs” sue on behalf of all those with the same types of claims arising from the same events. Here, the Class Representatives filed the Litigation as a proposed class action and asked to represent a class of all United States residents who purchased Bed Tech-brand HR Platform bed frames bearing the Model Nos. HR33, HR33XL, HR40, HR50, HR60, and HR66 between April 8, 2015 and April 8, 2021. They sue on behalf of people who have similar claims—called the “Settlement Class” or “Settlement Class Members”—which in this case may include you.

When this case settled, the Court had not yet decided whether the case could be a class action. Defendants dispute that a class is appropriate for trial purposes, but the Parties have agreed to the certification of the Settlement Class, as defined below, for purposes of the Settlement, and the Court has certified a class action for settlement purposes only. More information about why this is a class action can be found in the Court’s Class Certification Order, which is available at www.bedtechsettlement.com.

4. Why is there a settlement?

The Court has not decided which side is right or wrong in the Litigation. Instead, both sides agreed to a settlement to avoid the costs and risks of a lengthy trial and appeals process.

After extensive, arm's-length negotiations overseen by a JAMS mediator, a former federal judge, the lawyers representing the Parties agreed to settle the Litigation to avoid the cost, delay, and risk of continuing the Litigation. The Class Representatives and their lawyers think the Settlement is fair, reasonable, adequate, and in the best interests of all Settlement Class Members.

WHO DOES THE SETTLEMENT APPLY TO?

5. Who is in the Settlement Class?

The Settlement Class under the Settlement includes: all residents of the United States who purchased Bed Tech-brand HR Platform bed frames bearing the Model Nos. HR33, HR33XL, HR40, HR50, HR60, and HR66 between April 8, 2015 and April 8, 2021.

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

The Settlement Class under the Settlement excludes: (i) Defendants and their employees, principals, officers, directors, agents, affiliated entities, legal representatives, successors and assigns; (ii) the judges to whom the Action has been or is assigned and any members of their immediate families; and (iii) all persons who timely submit Request for Exclusion from the Class.

7. I'm still not sure if I am included.

If you are still not sure whether you are included in the Settlement Class, you can call toll-free 1-888-285-2608 or visit www.bedtechsettlement.com for more information.

THE SETTLEMENT BENEFITS AND OPTIONS

If the Settlement is approved and becomes final, it will provide the benefits described below to Settlement Class Members. The benefit you may receive from the Settlement depends upon whether you return your Class Product to a Mattress Firm store or choose to keep the Class Product.

8. What are the benefits of the Settlement for Settlement Class Members who return their Class Product to a Mattress Firm store?

Each Settlement Class Member who returns their Class Product to a Mattress Firm store within two years of the Effective Date will receive a full refund of the purchase price of their Class Product. Class Members who elect this option must attach a proof of purchase (e.g., sales receipt, statement on a credit card) to their claim form. To find the Mattress Firm store closest to you, please use the Mattress Firm store locator available [here](#).

QUESTIONS? CALL 1-888-285-2608 TOLL-FREE OR VISIT WWW.BEDTECHSETTLEMENT.COM

If you received a Class Product for free (e.g., it was included with the purchase of a mattress), you will receive a refund in accordance with the following schedule:

Product Number	Size	Refund Amount
V000099752	California King	\$115.68
V000099754	King	\$114.81
V000099755	Queen	\$91.69
V000099753	Full	\$87.32
V000099756	Twin	\$76.91
V000099757	Twin XL	\$73.98

The refund option, along with the gift card option listed below, are subject to a cap of \$4.9 million. The amount paid to each Settlement Class Member will be reduced *pro rata* if Valid Claims for refunds and gift cards exceed \$4.9 million.

To receive the refund option, you must submit your Claim Form by the Claims Deadline – no later than August 4, 2023, by following the directions set forth at www.bedtechsettlement.com and set forth in the next section of this Class Notice. You must then physically return your Class Product to a Mattress Firm store within two years after the Effective Date.

Refunds will be made at the time of return.

9. What are the benefits of the Settlement for Settlement Class Members who choose not to return their Class Product to a Mattress Firm store?

Each Settlement Class Member who does not return their Class Product to a Mattress Firm store will receive, upon submission of a Valid Claim, a \$125 Bed Tech gift card. The gift card can be used to purchase any of the products listed [here](#).

The gift card option, along with the refund card option listed above, are subject to a cap of \$4.9 million. The amount paid to each Settlement Class Member will be reduced *pro rata* if Valid Claims for refunds and gift cards exceed \$4.9 million.

To receive the gift card option, you must submit your Claim Form by the Claims Deadline – no later than August 4, 2023, by following the directions set forth at www.bedtechsettlement.com and set forth in the next section of this Class Notice. You will automatically receive your extended warranty information after the effective date.

Gift cards will be provided within thirty days of the Effective Date, as set forth below.

10. Am I entitled to any other relief under the Settlement?

Settlement Class Members will also automatically receive an extended warranty for the later of two years from the end of their standard warranty or two years after the effective date. Submission of a Valid Claim is ***not required*** to receive an extended warranty.

QUESTIONS? CALL 1-888-285-2608 TOLL-FREE OR VISIT WWW.BEDTECHSETTLEMENT.COM

11. What do I need to do to participate in the Settlement?

If you are a Settlement Class Member who would like to receive either the refund option or the gift card option, you must submit a Claim Form by following the directions set forth at www.bedtechsettlement.com. If you submit a Claim Form and would like to receive the refund option, you must return your Class Product to a Mattress Firm store.

Settlement Class Members who fail to submit a Valid Claim will not receive either the refund option or the gift card option from the Settlement. However, you will still receive the extended warranty if you do not submit a Valid Claim but choose not to return your bed.

To receive the refund or gift card option, you must submit your Claim Form by the Claims Deadline – no later than August 4, 2023, by following the directions set forth at www.bedtechsettlement.com and set forth in the next section of this Class Notice. You must then physically return your Class Product to a Mattress Firm store within two years after the Effective Date to receive the refund option.

12. When will the Settlement go into effect?

The Court will hold a Final Approval Hearing on July 19, 2023 to decide whether to approve the Settlement. Even if the Court approves the Settlement, there could be appeals. The time for an appeal varies and could take more than a year.

The Effective Date is the date when all appeals are completed, and the Settlement becomes final. You can visit the Settlement Website at www.bedtechsettlement.com to check the progress of the Court-approval process and the Effective Date. Please be patient.

Settlement Consideration for all Valid Claims will be paid within forty-five (45) days of the Effective Date. The Court will have the power to enforce the terms of the Settlement Agreement.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

If you do not want to participate in the Settlement and instead you want to keep all of your rights to sue Defendants individually about the Claims being resolved in the Settlement, then you must take steps to get out of the Settlement Class. This is called asking to be excluded from, or “opting out” of, the Settlement Class.

13. If I do not want to participate in the Settlement, what must I do?

To exclude yourself from the Settlement, you must send a signed statement to RG/2 Claims Administration, LLC that includes your name, address, and telephone number stating that you wish to exclude yourself from the case and including your handwritten signature. Your written request should be mailed to:

QUESTIONS? CALL 1-888-285-2608 TOLL-FREE OR VISIT WWW.BEDTECHSETTLEMENT.COM

Mattress Firm Settlement Administrator
c/o RG2 Claims Administration
PO Box 59479
Philadelphia, PA 19102-9479

Your written request must be **received** by May 4, 2023. If your request is not received by that date, your right to opt out will be waived and you will be bound by all orders and judgments entered in connection with the Settlement.

14. If I exclude myself, can I get anything from the Settlement?

If you choose to exclude yourself from the Settlement Class: (1) you will not be entitled to receive the benefits of the Settlement; (2) you will not be legally bound by the Settlement Agreement; and (3) you will keep any rights you may have to sue Defendants individually for the Claims included in the Settlement Agreement, as long as suit is filed before the relevant statute of limitations expires.

15. How do I tell the Court if I do not like the Settlement or the attorneys' fees request?

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can also object to Class Counsel's request for attorneys' fees, expenses, and costs, and the service awards for the Class Representatives. You can give reasons why you think the Court should not approve the Settlement or award the requested fees, costs, or expenses. The Court will consider your views.

Anyone who objects to the Settlement, the Settlement Agreement, the application for attorneys' fees, costs, or expenses, or service awards for the Class Representatives, or the other matters to be considered at the Final Approval Hearing may appear and present such objections. To be permitted to do so, however, you must, on or before May 4, 2023, serve on the RG/2 Claims Administration, LLC (the Settlement Claims Administrator) your written objection and must include the following information:

- Your name, address, telephone number and, if represented by counsel, the name, address, and telephone number of your counsel;
- A statement, sworn to under penalty of perjury, attesting to the fact that (i) you purchased one or more of the Class Products during the Class Period, and (ii) the date and location of your purchase;
- A statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel;
- All grounds for your objection, accompanied by any legal support for the objection known by you or your counsel;

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- Copies of any papers, briefs, or other documents upon which the objection is based or upon which you or your counsel intend to rely; and
- The name, address and telephone number of any counsel representing you;
- A list of all other objections submitted by you, or your counsel, to any class action settlements submitted in any court in the United States in the previous five (5) years, including the full case name, the jurisdiction in which it was filed and the docket number. If you or your counsel have not objected to any other class action settlement in the United States in the previous five (5) years, you shall affirmatively so state in the objection.

You must also serve the objection on Class Counsel and Defense Counsel as follows:

Upon Class Counsel at:

Joel D. Smith
BURSOR & FISHER P.A.
 1990 North California Blvd., Suite 940
 Walnut Creek, California 94596
 jsmith@bursor.com

Upon Defense Counsel at:

As to Mattress Firm, Inc.:
 Christopher Parkerson
 John Angeloni
CAMPBELL CONROY & O'NEIL, PC
 5 Penn Plaza, 19th Floor
 New York, NY 10001
 Jangeloni@campbell-trial-lawyers.com

As to Global Home Imports, Inc.:
 Nat Clarkson
ANDERSON CLARKSON JOHNSON BROWN PLLC
 2812 N Norwalk, Suite 2016
 Mesa, AZ 85215
 nclarkson@acjblaw.com

If you do not comply with the foregoing procedures and deadlines for submitting written objections, you may lose substantial legal rights to contest the orders or judgments of the Court entered in connection with the Settlement.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

QUESTIONS? CALL 1-888-285-2608 TOLL-FREE OR VISIT WWW.BEDTECHSETTLEMENT.COM

The Court has appointed the law firm of Bursor & Fisher, P.A. as Class Counsel to represent the Settlement Class Members. The only fees, costs, and expenses these lawyers will seek are those described in Question 17 below. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

17. How will the lawyers be paid?

For almost two years, Class Counsel has worked without compensation on this case. In connection with the Final Approval Hearing on the Settlement, Class Counsel will apply to the Court for an award of expenses, costs, and attorneys' fees, with the total amount not to exceed \$825,000. This amount is being paid separately from, and in addition to, any relief paid to Class Members, and will not derogate in any way to the relief provided for.

In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees, costs, and expenses in the amount requested by Class Counsel, the amount not awarded will be available to be claimed by Settlement Class Members.

Class Counsel will also apply to the Court for a service award for the Class Representatives in an amount not to exceed \$5,000 each. The service award compensates the Class Representatives for their efforts and commitment on behalf of the Settlement Class during the Litigation, including responding to discovery, and communicating with Class Counsel on behalf of Class Members. This amount is being paid separately from, and in addition to, any relief paid to Class Members, and will not derogate in any way to the relief provided for.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement and whether to grant Class Counsel's motion for attorneys' fees, costs, and expenses. You may attend and you may ask to speak, but you do not have to do either one.

The Final Approval Hearing will be held before the Honorable Vincent L. Briccetti on July 19, 2023 at **10:30 a.m. Eastern Time**, at The Honorable Charles L. Brieant Jr. Federal Building and United States Courthouse, 300 Quarropas Street, Courtroom 620, White Plains, New York 10601.

Do not write or call the judge or the clerk concerning this Class Notice or the Litigation.

The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be finally approved as fair, reasonable, and adequate, and in the best interests of the Settlement Class, and to consider awarding attorneys' fees, costs, and expenses to Class Counsel, as well as service awards to the Class Representatives. At the hearing, the Court will hear any objections and arguments concerning the fairness of the Settlement or the fees that have properly been submitted, as set forth above.

The date of the Final Approval Hearing may change without further notice to the Settlement Class. Settlement Class Members should be advised to check the Settlement Website at www.bedtechsettlement.com to check on the date of the Final Approval Hearing, the Court-approval process, and the Effective Date.

19. Do I have to come to the Final Approval Hearing?

No, you are not required to come to the Final Approval Hearing. Class Counsel will answer any questions the Court may have.

If you send an objection, you do not have to come to the Court to talk about it. As long as you served your written objection on time and complied with the other requirements for a proper objection, the Court will consider it.

20. May I speak at the Final Approval Hearing?

You or your lawyer may ask the Court for permission to speak at the Final Approval Hearing.

You may not be able to speak at the hearing if you do not comply with the procedures set out in this notice.

IF YOU DO NOTHING

21. What happens if I do nothing?

If you are a Settlement Class Member, you must file a Claim Form by the Claims Deadline, August 4, 2023, as described in response to Question 9, to receive either the refund option or gift card option.

IF YOU DO NOTHING AND THE SETTLEMENT IS FINALLY APPROVED, YOU WILL BE BOUND BY THE COURT'S FINAL JUDGMENT AND RELEASE OF CLAIMS EXPLAINED IN THE SETTLEMENT AGREEMENT.

If, however, you are a Settlement Class Member, even if you do not fill out a Claim Form in a timely fashion, you will still automatically receive the extended warranty after the Effective Date of the Settlement.

GETTING MORE INFORMATION

22. How do I get more information?

QUESTIONS? CALL 1-888-285-2608 TOLL-FREE OR VISIT WWW.BEDTECHSETTLEMENT.COM

This Class Notice is only a summary of the terms of the Settlement. More details about the Settlement, the Effective Date, the deadlines, and your options are available in a longer document called the Settlement Agreement. This Settlement Agreement can be reviewed by clicking here: www.bedtechsettlement.com.

The Settlement Website also contains answers to common questions about the Settlement, plus other information to help you determine whether you are a Settlement Class Member. In addition, some of the key documents in the case will be posted on the Settlement Website. If you would like this Class Notice, the Claim Form, or the Settlement Agreement mailed to you, please call 1-888-285-2608 or write to RG2 Administration, LLC at:

Mattress Firm Settlement Administrator
c/o RG2 Claims Administration
PO Box 59479
Philadelphia, PA 19102-9479

Alternatively, all of the court documents in this case are on file and available for review during regular office hours at the Clerk of the Court, United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York 10007.

Please do not call the Court or the Court Clerk's Office to inquire about this Settlement or the Claims Process.

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