

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

If you purchased one or more of Arhaus's products on the Arhaus website, you may be eligible for a store credit gift card or a cash payment.

- A settlement has been reached with Arhaus, Inc. ("Defendant") in the class action lawsuit about the pricing and sales advertising of Defendant's products styled: *Mariah Moses, et al. v. Arhaus, Inc.*, Case No. 8:24-cv-00728-FMO-ADS.
- Defendant has agreed to settle the lawsuit and provide a store credit gift card or a cash payment to customers in the state of California who are included in the settlement as a Class Member and have submitted a valid and timely Claim Form.
- You are included in this settlement as a Class Member if you purchased, from the State of California, one or more of Defendant's products on its website between April 2, 2020 through September 18, 2024 ("Settlement Class Period") where the purchased product listed both a current sale price and also referenced a second, higher price (with or without a "strike" through it), and have not received a refund or credit for your purchase(s).
- Your rights are affected whether or not you act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM DEADLINE: DECEMBER 19, 2025	By completing and submitting a timely and valid Claim Form, online or by mail, you will receive a pro rata share of the Net Settlement Amount, in the form of a store credit gift card or a cash payment, based on your total qualifying purchase amount during the Settlement Class Period divided by the total combined qualifying purchase amount of all Claimants during the Settlement Class Period.
ASK TO BE EXCLUDED DEADLINE: DECEMBER 19, 2025	This is the only option that allows you to preserve your claims against Defendant and, if desired, sue, continue to sue (in any present, separate lawsuit), or be part of another lawsuit against Defendant related to the legal claims this settlement resolves. However, you will give up the right to receive a store credit gift card or a cash payment from this settlement. If you do not timely and affirmatively opt out, you will release any claims you might have and give up the right to sue Defendant in a separate lawsuit about the legal claims this settlement resolves.
OBJECT TO THE SETTLEMENT DEADLINE: DECEMBER 19, 2025	If you do not exclude yourself from the settlement, you may object to the terms of the Settlement and have your objections heard at the Final Approval Hearing on February 19, 2026 at 10:00 a.m. If you object, you will remain a part of the class, but you will give up the right to sue Defendant in a separate lawsuit about the legal claims this settlement resolves. Objectors must submit a Claim Form no later than 21 days after Final Approval of the Settlement.
GO TO A HEARING ON FEBRUARY 19, 2026	You may object to the settlement and ask the Court for permission to speak at the Final Approval Hearing about your objection.
DO NOTHING	You will not receive a store credit gift card or a cash payment compensation, and you will release any claims you might have and give up the right to sue, continue to sue (in any present, separate lawsuit), or be part of another lawsuit against Defendants about the legal claims resolved by this 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.

QUESTIONS? CALL 1-855-735-2641 TOLL-FREE OR VISIT WWW.ARHAUSSETTLEMENT.COM

WHAT THIS NOTICE CONTAINS

	<u>Page</u>
I. BASIC INFORMATION	3
1. Why was this Notice issued?	3
2. What is this lawsuit about?	3
3. What is a class action	3
4. Why is there a settlement?	3
II. WHO IS INCLUDED IN THE SETTLEMENT	3
5. How do I know whether I am part of the settlement?	3
6. Are there exceptions to being included?	3
7. What if I am still not sure whether I am part of the settlement?	4
III. THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY	4
8. What does the settlement provide?	4
9. How much will my store credit or cash payment be?	4
IV. HOW TO GET A STORE CREDIT OR CASH PAYMENT	4
10. How do I get store credit or a cash payment from the settlement?	4
11. When will I get my store credit or cash payment?	5
12. What rights am I giving up to get store credit or a cash payment and stay in the Settlement Class?	5
13. What are the Released Claims?	5
V. THE LAWYERS REPRESENTING YOU	5
14. Do I have a lawyer in this case?	5
15. How will the lawyers be paid?	5
VI. EXCLUDING YOURSELF FROM THE SETTLEMENT	5
16. How do I get out of the settlement?	6
17. If I exclude myself, can I still get store credit or a cash payment from this settlement?	6
18. If I do not exclude myself, can I sue Defendants or the Released Parties for the same legal claims later?	6
VII. OBJECTING TO THE SETTLEMENT	6
19. How do I tell the Court that I do not like the settlement?	6
20. May I come to Court to speak about my objection?	7
21. What is the difference between objecting to the settlement and asking to be excluded from it?	7
VIII. THE COURT’S FINAL APPROVAL HEARING	7
22. When and where will the Court decide whether to approve the settlement?	7
23. Do I have to come to the hearing?	7
IX. IF YOU DO NOTHING	7
24. What happens if I do nothing at all?	7
X. GETTING MORE INFORMATION	7
25. How do I get more information?	7

I. BASIC INFORMATION

1. Why was this Notice issued?

A court authorized this Notice because you have a right to know about the proposed settlement of the class action lawsuit to which this Notice relates and about all your options before the Court decides whether to grant final approval to the settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, and who can get them.

Judge Fernando M. Olguin of the United States District Court for the Central District of California is overseeing this class action styled *Mariah Moses, et al. v. Arhaus, Inc.*, Case No. 8:24-cv-00728-FMO-ADS. This case will be referred to in this Notice as the “Action.” The proposed settlement resolves the legal claims in this lawsuit on behalf of California purchasers of products from Defendant’s website. The individual that filed this lawsuit, Mariah Moses is called “Plaintiff” and the company Plaintiff sued, Arhaus, Inc., is called “Defendant.”

2. What is this lawsuit about?

This lawsuit is about Defendant’s alleged pricing policies and advertised sales. Plaintiff alleges that Defendant engaged in deceptive advertising practices by displaying fictitious original prices on its products, and that Defendant advertised significant discounts from inflated “reference prices” that did not always reflect actual prior sales prices. This practice allegedly misled customers into believing they were receiving substantial discounts on purchases, causing them to buy products they might not have otherwise purchased. Plaintiff asserts that Defendant’s pricing tactics violate California’s Unfair Competition Law, False Advertising Law, and Consumer Legal Remedies Act. Defendants deny all the allegations made in the Action. Defendant denies all the allegations made in the Action and contends that its pricing practices were accurate and lawful.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Mariah Moses) sue on behalf of other people with similar claims. Together, the people included in the class action are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a settlement?

The Court has not determined whether the Plaintiff or Defendant is right. Instead, the parties agreed to a settlement. This way, they avoid the cost and burden of a trial and the people affected can get benefits. The Plaintiff and her attorneys think the settlement is best for all Class Members.

II. WHO IS INCLUDED IN THE SETTLEMENT

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

The settlement includes all persons in the State of California who do not timely opt out (“Settlement Class Members”) and purchased one or more of Defendant’s products on its website between April 2, 2020 through September 18, 2024 (“Settlement Class Period”), where the purchased product listed both a current sale price and also referenced a second, higher price (with or without a “strike” through it), and have not received a refund or credit for their purchase(s).

6. Are there exceptions to being included?

Yes. The settlement does not include (1) any and all past or present officers, directors, or employees of Defendant; (2) any judge who presides over this action; (3) any partner or employee of Class Counsel; and (4) any person who files a valid and timely Request for Exclusion.

7. What if I am still not sure whether I am part of the settlement?

If you are not sure whether you are included, call the Settlement Administrator at 1-855-735-2641 or visit the settlement website at www.arhaussettlement.com.

III. THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the settlement provide?

Under the Settlement, Defendant will pay a fixed sum not to exceed \$6,000,000.00 (“Class Settlement Amount”), to be composed of both a Cash Component and a Net Settlement Amount. Defendant agrees to pay a portion of the Class Settlement Amount in cash. This cash payment, called the Cash Component, shall cover the following:

- (1) An award of reasonable attorney fees not to exceed 25% of the Class Settlement Amount.
- (2) An award of actual and reasonable litigation costs not to exceed \$50,000.00.
- (3) A Service Award to Plaintiff in the amount of \$5,000.00.
- (4) Actual notice and administration costs, in an amount not to exceed \$200,000.00.

Any portion of the Class Settlement Amount not used for the Cash Component shall comprise the Net Settlement Amount. Payments to Claimants shall be paid from the Net Settlement Amount, which shall consist of the amount remaining after the aggregate amount required to be used for the Cash Component has been subtracted from the Class Settlement Amount. The Net Settlement Amount shall be payable by either a store credit in the form of a gift card or, at the Claimant’s election, a cash payment of equal amount instead of a store credit, to those Settlement Class Members who have submitted a valid and timely Claim Form.

9. How much will my store credit or cash payment be?

Those individuals included in the settlement and who submit a valid and timely Claim Form (“Claimant”) will receive a pro rata share (“Settlement Share”) of the Net Settlement Amount based on their total qualifying purchase amount during the Settlement Class Period divided by the total combined qualifying purchase amount of all Claimants during the Settlement Class Period. For example, if Claimant A had \$10,000.00 in qualifying purchases during the Settlement Class Period and the total qualifying purchases for all Claimants during the Settlement Class Period were \$1,000,000.00, then Claimant A’s Settlement Share of the Net Settlement Amount would be 1% ($10,000/1,000,000$). Notwithstanding the foregoing, no Claimant shall receive a Settlement Share that constitutes more than 50% of the Claimant’s total qualifying purchase amount.

IV. HOW TO GET A STORE CREDIT OR CASH PAYMENT

10. How do I get store credit or a cash payment from the settlement?

In order to receive a store credit gift card or a cash payment if the settlement is approved, a Settlement Class Member must submit to the Settlement Administrator a valid and timely Claim Form by **December 19, 2025**, unless you are an objector described in sections 4.9.1–4.9.3 of the Settlement Agreement, in which case your deadline to submit a Claim Form is no later than 21 days after Final Approval of the Settlement. You may submit an electronic Claim Form online by visiting the settlement website at www.arhaussettlement.com or by downloading a copy from the settlement website and mailing it to the Settlement Administrator at: *Moses, et al. v. Arhaus, Inc.*, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781. To be valid, the Claim Form must include: (a) the Settlement Class Member’s full name and address; (b) for mailed Claim Forms, the Settlement Class Member’s signature; and (c) for Claim Forms submitted via the settlement website, the Settlement Class Member’s electronic signature and address.

All Claim Forms must be submitted, or postmarked if mailed, by **December 19, 2025**, or for objectors, no later than 21 days after Final Approval of the Settlement. Only one valid Claim Form will be honored per Settlement Class Member.

11. When will I get my store credit or cash payment?

The Court will hold a hearing on February 19, 2026 to decide whether to grant final approval of the settlement. Store credits or cash payments will be distributed only if, and when, the Court grants final approval of the settlement and after any appeals are resolved. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them.

12. What rights am I giving up to get store credit or a cash payment and stay in the Settlement Class?

Unless you exclude yourself, you will remain a part of the Settlement Class. If the settlement is approved and becomes final, all the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue (in any present, separate lawsuit), or be part of any lawsuit against Defendant and the Released Parties that relates to the legal issues resolved by this settlement. The rights you are giving up are called Released Claims (see next question).

13. What are the Released Claims?

If and when the settlement becomes final, Class Members who do not timely and sufficiently request to be excluded from the proposed settlement will permanently release all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, in law or equity, fixed or contingent, known or unknown, which Class Members have or may have, arising out of or relating to any of the acts, omissions, or other conduct by Defendant alleged or otherwise referred to in the operative complaint in the Action.

The "Released Parties" will include the named Defendant in the Action (specifically Arhaus, Inc.) and all its past, present and future owners, stockholders, parent corporations, related or affiliated companies, subsidiaries, officers, directors, employees, agents, principals, heirs, representatives, accountants, attorneys, auditors, consultants, insurers, and their respective successors and predecessors in interest.

More details about the claims you will be releasing are described in Section 4.7 of the Settlement Agreement, available at www.arhaussettlement.com.

V. THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court has appointed Kevin J. Cole, Esq. of KJC Law Group, APC to represent you and other Settlement Class Members as "Class Counsel." The law firm and lawyers are experienced in handling similar cases. 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.

15. How will the lawyers be paid?

Class Counsel have undertaken this case on a contingency-fee basis and have not been paid any money in relation to their work on this case to date. Accordingly, Class Counsel will ask the Court for an award of reasonable attorneys' fees not to exceed 25% of the Class Settlement Amount and an award for their actual and reasonable litigation costs not to exceed \$50,000.00. If the Court does not approve the award of attorneys' fees and costs requested by Class Counsel, or if the Court awards attorneys' fees and costs in an amount less than that requested by Class Counsel, the amount that is not awarded will be available for distribution to the Settlement Class Members. Class Counsel will also ask the Court to approve a \$5,000.00 Service Award to Plaintiff, for her work on the case. If the Court does not approve the Service Award, or the Court awards an amount that is less than sought, the amount that is not awarded will be available for distribution to the Settlement Class Members.

VI. EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue (in any present, separate lawsuit) Defendant or the Released Parties about the legal claims in this case, and you do not want to receive a store credit gift card or cash payment from this settlement, you must take the necessary steps to get out of the Settlement Class. This is called excluding yourself from or opting out of the settlement.

16. How do I get out of the settlement?

If you wish to exclude yourself from or opt-out of the Settlement Class, you must do so by submitting the Exclusion Request Form electronically through the settlement website at www.arhaussettlement.com, or by downloading a copy of the Exclusion Request Form from the settlement website and mailing it to the Settlement Administrator at the following address:

Moses, et al. v. Arhaus, Inc. Settlement
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

Your Exclusion Request Form must be submitted, or postmarked if mailed, by **December 19, 2025**.

More details about the exclusion process are described in Section 4.8.1 of the Settlement Agreement, available at www.arhaussettlement.com.

17. If I exclude myself, can I still get store credit or a cash payment from this settlement?

No. If you exclude yourself, you are telling the Court that you don't want to be part of the settlement. You can get a store credit gift card or a cash payment only if you stay in the settlement and submit a valid and timely Claim Form.

18. If I do not exclude myself, can I sue Defendant or the Released Parties for the same legal claims later?

No. Unless you exclude yourself, you are giving up the right to sue Defendant and the Released Parties for the claims that this settlement resolves. You must exclude yourself from *this* lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Defendants or any of the Released Parties for the claims that this settlement resolves.

VII. OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the settlement or any part of it.

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

If you are a Settlement Class Member (that is, you do not exclude yourself), you can object to the settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To exercise this right, you must file your objection with the Court. Your objection must (i) state the name of this proceeding (*Mariah Moses, et al. v. Arhaus, Inc.*, United States District Court, for the Central District of California, Case No. 8:24-cv-00728-FMO-ADS or similar identifying words); (ii) state your full name, current address, and telephone number; (iii) include documents sufficient to confirm that you are a Settlement Class Member, including records of any applicable purchase(s) from Arhaus; (iv) set forth a statement of legal or factual basis for the objection; and (v) include copies of any documents that you wish to submit in support of your position.

If you wish to object to the proposed Settlement, you must file your Objection with the Court. Objections may be filed either in person or by mail at the Western Division of the United States District Court for the Central District of California, located at 255 East Temple St., Suite 180, Los Angeles, CA 90012.

Objections must be filed with the Court on or before **December 19, 2025**.

Objectors must submit a Claim Form no later than 21 days after Final Approval of the Settlement.

More details about the objection process are described in Section 4.9 of the Settlement Agreement, available at www.arhaussettlement.com.

20. May I come to Court to speak about my objection?

Yes. If you choose to file an objection to the terms of this Settlement, you may also enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney at your own expense. You or your attorney may speak at the Final Approval Hearing about your objection. To do so, you or your attorney must file a Notice of Intent to Appear at the Final Approval Hearing no later than **February 12, 2026**. Remember, your objection must be filed with the Court by **December 19, 2025**.

21. What is the difference between objecting to the settlement and asking to be excluded from it?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you remain a Settlement Class Member (that is, you do not exclude yourself). Excluding yourself is telling the Court that you don't want to be part of the settlement. If you exclude yourself, you cannot object because the settlement no longer affects you.

VIII. THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak consistent with Questions 19 and 20, but you don't have to.

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

The Court will hold a Final Approval Hearing in Courtroom 6D of the United States Courthouse, 350 W. 1st Street, 6th Floor, Courtroom 6D, Los Angeles, CA 90012 on February 19, 2026 at 10:00 a.m. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. It will also consider whether to approve Class Counsel's request for an award of attorneys' fees and costs, as well as Plaintiff's Service Award. If there are objections, the Court will consider them. Judge Olguin will listen to people who have asked to speak at the hearing (*see* Question 20 above). After the hearing, the Court will decide whether to approve the settlement.

23. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Olguin may have. However, you are welcome to come to the hearing 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 mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IX. IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any monetary benefits from this Settlement. After the Settlement is granted final approval and the judgment becomes final, you will release any claims you may have against Defendant and the Released Parties and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and the Released Parties about the legal issues resolved in this Action, as explained in Question 13.

X. GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the proposed settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents and information are available at www.arhaussettlement.com. Additional information is also available by calling 1-855-735-2641 or by writing to the Settlement Administrator (see Question 16).

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK
FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.
BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA.**

QUESTIONS? CALL 1-855-735-2641 TOLL-FREE OR VISIT WWW.ARHAUSETTLEMENT.COM