

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

If you purchased Sealy 1250 thread count bedding products (including, but not limited to, bedsheets or pillowcases), you may be entitled to a payment from a class action settlement.

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

- A settlement has been proposed in class action lawsuits against American Textile Company, Incorporated (“Defendant” or “ATC”) claiming Defendant falsely advertised, labeled, and marketed the thread count of its textile products, including bedding products with the Sealy name, including, but not limited to, products under the “Ultimate Indulgence,” “Premium Comfort,” “Cool Comfort,” “Premium Cooling,” and “Superior Cooling” descriptions.
- If you purchased one or more of the bedding products with the Sealy name, including, but not limited to “Ultimate Indulgence,” “Premium Comfort,” “Cool Comfort,” “Premium Cooling,” and “Superior Cooling” with a thread count of 1250 listed on the packaging (“Product” or “Products”), you are included in this Settlement as a “Settlement Class Member.”
- Settlement Class Members¹ can file a Claim Form to receive \$5 for each Product purchased, subject to certain limits depending on whether proof of purchase is available.
- Your legal rights are affected regardless of whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you can get a cash payment from this Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Do not get a settlement payment. This is the only option that allows you to be part of any other lawsuit against the Defendant for the legal claims made in this case and released by the Settlement.
OBJECT TO THE SETTLEMENT	Write to the Court with reasons why you do not agree with the Settlement.
GO TO THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing.
DO NOTHING	You will not get a cash payment from this Settlement and you will give up certain legal rights.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The United States District Court for the Western District of Pennsylvania (the “Court”), which is in charge of one of the cases against ATC subject to the Settlement, still has to decide whether to approve the Settlement. If the Court denies Final Approval of the Settlement, the Settlement will be null and void and the litigations will continue with the Defendant.

¹ Capitalized terms not defined herein have the meaning set forth in the Settlement Agreement, available at www.threadcountsettlement.com.

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BASIC INFORMATION

1. Why is Notice being provided?

The Court directed that Notice be provided because you have a right to know about a proposed settlement that has been reached in class action lawsuits and about all of your options before the Court decides whether to grant Final Approval to the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the benefits that the Settlement allows. This Notice explains the lawsuits, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

Judge Christy Criswell Wiegand of the United States District Court for the Western District of Pennsylvania is overseeing one of the class actions. The case is known as *Santiago v. American Textile Company, Inc.*, No. 2:23-cv-1811-CCW, and, together with *Bruno v. ATC*, No. 1:22-cv-2937 (N.D. Ill.), *Lancaster v. ATC*, No. 1:22-cv-1280 (N.D.N.Y.), and *Shaw v. ATC*, No. 1:23-cv-10193 (S.D.N.Y.), are referred to as the “Actions.” The people who filed the lawsuit are called Plaintiffs and the company they sued, American Textile Company, Incorporated, is called “ATC” or the “Defendant.”

2. What are these lawsuits about?

Plaintiffs claim that Defendant falsely advertised, labeled, and marketed the thread count of its textile products with the Sealy name, including, but not limited to, under the “Ultimate Indulgence,” “Premium Comfort,” “Cool Comfort,” “Premium Cooling,” and “Superior Cooling” descriptions in violation of federal and state law, including state consumer protection laws, state common law, and other claims.

Defendant has denied and continues to deny any and all allegations of wrongdoing, fault, liability, or damage of any kind.

3. What is a class action?

In a class action, one or more people called class representatives (in these Actions, John Santiago, James Bruno, Alma Lancaster, and Kevin Shaw) sue on behalf of people who have similar claims. Together, all these people 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 did not decide in favor of the Plaintiffs or the Defendant. Instead, the Plaintiffs negotiated a settlement with the Defendant that allows both parties to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to be compensated without further delay. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of this Settlement as a Settlement Class Member if you purchased one or more Products listed below anywhere in the United States between October 19, 2016 and October 30, 2025.

Products include bedding products with the Sealy name, including, but not limited to, the following bedding products with a 1250 thread count listed on the packaging:

- Ultimate Indulgence;
- Premium Comfort;
- Cool Comfort;
- Premium Cooling; and
- Superior Cooling.

6. I am still not sure if I am included.

If you are still not sure whether you are included, call 1-855-858-5886, or visit www.threadcountsettlement.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

Defendant has agreed to pay a total of \$750,000 into a Settlement Fund. After deducting the costs of notice and settlement administration, Court-approved attorneys’ fees, costs and expenses, and Class Representative service awards, the net Settlement Fund will be used to pay Settlement Class Members who submit a Valid Claim through the Claim Form. The \$750,000 Settlement Fund is the limit of what Defendant will pay for this Settlement. In the event Valid Claims are made, and the aggregate amount of the Valid Claims are either less than or in excess of the amount available to Settlement Class Members, the amount paid for each Valid Claim will be increased or decreased on a *pro rata* (proportional) basis from the \$750,000.

8. What can I get from the Settlement?

Settlement Class Members can receive \$5 per Product purchased during the Class Period. You can file a Claim Form for:

- Up to eight Products (up to \$40 total) per Household *without* providing supporting Proof of Purchase documentation; and
- An unlimited number of Products *with* supporting Proof of Purchase documentation.

You can make both a claim for purchases without Proof of Purchase and purchases with Proof of Purchase and you will be paid for the total amount of such a combined claim (subject to the limits above regarding claims without Proof of Purchase being limited to eight (8) Products).

Payment amounts may be adjusted *pro rata* (proportional) based on the amount available in the net Settlement Fund and the total number of valid claims filed.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

9. How do I get a cash payment?

To qualify for a cash payment, you must complete and submit a Claim Form by **May 12, 2026**. Claim Forms are available and may be filed online at www.threadcountsettlement.com. Claim Forms are also available by calling 1-855-858-5886, or by writing to: *Santiago v. American Textile Co., Inc.* Settlement Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134.

10. When will I get my cash payment?

The Court will hold a Final Approval Hearing at 10:00 a.m. on February 11, 2026, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time, perhaps more than one year.

11. What am I giving up to get a cash payment or stay in the Settlement?

Unless you exclude yourself from the Settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against Defendant and certain Released Parties for any claim related to the Actions or released by the Settlement Agreement. You will be legally bound by all of the Court's orders, as well as the "Released Claims," below.

Released Parties means ATC and all of its respective past, present and future, direct and indirect corporate parents (including holding companies), subsidiaries, related entities and affiliates, associates (all as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), manufacturers, distributors, licensors (including, but not limited to, Tempur Pedic Management, LLC, Tempur World, LLC, Sealy Technology, LLC, and their affiliates, distributors, and licensees), retailers, customers, predecessors, and successors, and all of their respective franchisees, sub-franchisors, officers, directors, managing directors, employees, agents, contractors, other independent contractors, attorneys, legal or other representatives, accountants, auditors, experts, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, insurers, and assigns, and all of the franchisees' and sub-franchisors' respective officers, directors, managing directors, employees, agents, and independent contractors, and the affiliated legal entities through which any of the foregoing Products were marketed, advertised, or sold, if any.

12. What are the Released Claims?

"Released Claims" means any and all manner of federal and state claims against ATC regardless of the cause of action in any way arising from or relating to conduct that was alleged or could have been alleged in the Actions arising from or related to any or all of the same factual predicates for the claims alleged in the Actions, including, but not limited to, any and all claims that Plaintiffs raised or could have raised related to the thread count of the Product or Products. More information about the Released Claims can be found in the Settlement Agreement, available at www.threadcountsettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and submit an Exclusion Request Form online at www.threadcountsettlement.com or send a letter to the Settlement Administrator containing:

- 1) your full name and current address;
- 2) a clear statement indicating that you elect to be excluded from the Settlement in *Santiago v. American Textile Co., Inc.*, No. 2:23-cv-1811-CCW; and
- 3) your signature.

You must submit your Exclusion Request Form online by **January 21, 2026**, or by mail postmarked no later than **January 21, 2026**, to:

Santiago v. American Textile Co., Inc.
Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134

14. If I exclude myself, can I still get a cash payment from the Settlement?

No. If you exclude yourself from the Settlement, do not send in a Claim Form to ask for a cash payment because you will no longer be eligible for one.

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

No. If you stay in the Settlement (*i.e.*, do nothing or do not exclude yourself from the Settlement), you give up any right to separately sue the Defendant for the claims released by the Settlement Agreement.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed Michael R. Reese of Reese LLP and Spencer Sheehan of Sheehan & Associates, P.C. to represent you and other Settlement Class Members. These lawyers are called Class Counsel. These lawyers and their law firms 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.

17. How will Class Counsel be paid?

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys' fees of up to 33.33% of the Settlement Fund (or up to \$250,000) plus reasonable litigation expenses, as well as \$5,000 service awards to each of the Class Representatives (\$20,000 total). If approved, these amounts, as well as the costs of notice and settlement administration, will be deducted from the Settlement Fund before making payments to Settlement Class Members who submit a Valid Claim via a Claim Form.

OBJECTING TO THE SETTLEMENT

18. 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 it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must file a written objection with the Settlement Administrator either online or by mail by **January 21, 2026**.

Your objection must include:

- 1) the case name and number (*Santiago v. American Textile Co., Inc.*, No. 2:23-cv-1811-CCW);
- 2) your full name, current address, telephone number, and email address;
- 3) a sworn statement or documentation indicating that you are a member of the Settlement Class;
- 4) the reasons why you object to the Settlement, including any documents supporting your objection;
- 5) the name, address, and telephone number of your attorney (if any) representing you in your objection, including any former or current counsel who may be entitled to compensation for any reason if your objection is successful, and legal and factual support for the right to such compensation;

QUESTIONS? CALL 1-855-858-5886 TOLL-FREE OR VISIT www.threadcountsettlement.com.

- 6) a statement indicating whether you or your attorney intend to appear at the Final Approval Hearing;
- 7) if you have retained an attorney and your attorney will appear at the Final Approval Hearing:
 - a. the name, address, telephone number, and email address of your attorney;
 - b. a list of all persons who will be called to testify in support of the objection;
 - c. copies of any papers, briefs, or other documents upon which the objection is based;
 - d. a list of all other class actions you or your attorney has been involved in and presented objections over the last five years (whether or not you or your attorney appeared in the matter);
 - e. your attorney's signature; and
- 8) your signature.

Your objection must be submitted online at www.threadcountsettlement.com by **January 21, 2026**, or mailed to the *Santiago v. American Textile Co., Inc.* Settlement Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134 postmarked by **January 21, 2026**.

19. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be a Settlement Class Member in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or file a claim because the Settlement no longer applies to you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at 10:00 a.m. on February 11, 2026, at the United States District Court for the Western District of Pennsylvania, Joseph F. Weis, Jr. U.S. Courthouse, 700 Grant Street, Pittsburgh, Pennsylvania 15219. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 22). The Court will also decide whether to approve payments of attorneys' fees, costs and expenses, and service awards.

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

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

22. May I speak at the Final Approval Hearing?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must follow the instructions provided in Question 18 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will not receive a cash payment from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or the Released Parties about the issues resolved by this Settlement and released by the Settlement Agreement.

GETTING MORE INFORMATION

24. How do I get more information?

More details are available in the Settlement Agreement, which is available at www.threadcountsettlement.com. You may also call 1-855-858-5886, or write to the *Santiago v. American Textile Co., Inc.* Settlement Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134.

***Please do not call the Court or the Clerk of the Court for additional information.
Please do not call American Textile Company, Incorporated or its attorneys.
They cannot answer any questions regarding the Settlement or the Actions.***