

FILED
Clerk of the Superior Court

OCT 31 2025

By: A. Carini

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

JEFFREY JACOBS and MADELINE
CASEY, individually and on behalf of all
others similarly situated,

Plaintiffs,

vs.

LA-Z-BOY INCORPORATED and STITCH
INDUSTRIES INC.,

Defendant.

Case No. 25CU038051N

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT AND
PROVISIONAL CLASS CERTIFICATION**

**~~[PROPOSED]~~ ORDER RE: (1) PRELIMINARY APPROVAL OF CLASS SETTLEMENT
AND (2) PROVISIONAL CLASS CERTIFICATION**

1 The Court, having considered Plaintiffs' Unopposed Motion for Preliminary Approval of
2 Class Settlement and Provisional Class Certification and all supplements thereto (collectively, the
3 "Motion") and the Settlement Agreement between Plaintiffs and Defendants, La-Z-Boy
4 Incorporated and Stitch Industries, Inc. ("Joybird" or "Defendant"), dated July 8, 2025 (the
5 "Settlement Agreement") filed with the Motion, rules as follows:

6 1. Terms in this Order shall have the same meaning given such terms in the Settlement
7 Agreement.

8 2. **Conditional Settlement Class**: This Court finds on a preliminary basis that the
9 class as defined in the Settlement Agreement ("Settlement Class") meets all requirements for
10 certification of a settlement class under Section 382 of the Code of Civil Procedure, Civil Code
11 Section 1781, Rule 3.769 of the California Rules of Court, and applicable case law. Accordingly,
12 the Court provisionally certifies the Settlement Class, which is composed of:

13 All persons who, while in the states of California, Oregon, or Washington, purchased
14 one or more products at a sale price on Defendant's Joybird website, joybird.com, or at
15 a Joybird physical store location, from December 18, 2019 to the date Preliminary
16 Approval is granted.

17 3. This certification of a preliminary Settlement Class under this Order is for
18 settlement purposes only. Certification shall not constitute, nor be construed as, an admission by
19 Defendant that any other proposed or certified class action is appropriate for class treatment. Entry
20 of this Order is without prejudice to the rights of Defendant to: (1) oppose class certification in
21 this action should the Settlement not be approved or not be implemented for any reason; or (2)
22 oppose class certification in any other proposed class action.

23 4. The Court provisionally finds that members of the Settlement Class are
24 ascertainable; that members of the Settlement Class are so numerous that joinder of all members
25 would be impracticable; that the litigation and proposed settlement raises issues of law and fact
26 common to the claims of the Class Members and these common issues predominate over any issues
27 affecting only individual members of the Settlement Class; that the claims of the named Plaintiffs

1 are typical of the claims of the Settlement Class; that in prosecuting this Action and negotiating
2 and entering into the Settlement Agreement, the named Plaintiffs and their counsel have fairly and
3 adequately protected the interests of the Settlement Class and will adequately represent the
4 Settlement Class in connection with the Settlement; and that a class action is superior to other
5 methods available for adjudicating the controversy.

6 5. **Class Representatives**: The Court provisionally appoints Jeffrey Jacobs and
7 Madeline Casey as the representatives of the Settlement Class.

8 6. **Settlement Administrator**: The Court appoints Analytics Consulting LLC as the
9 Settlement Administrator under the terms of the Settlement Agreement.

10 7. **Class Counsel**: For purposes of settlement only, the Court finds that counsel for
11 the Settlement Class—Todd D. Carpenter and Scott G. Braden of Lynch Carpenter, LLP, and
12 Simon Franzini and Grace Bennett of Dovel & Luner LLP—are qualified, experienced, and skilled
13 attorneys capable of adequately representing the Settlement Class, and they are provisionally
14 approved as Class Counsel.

15 8. **Fair, Reasonable, and Adequate**: The Court has reviewed the Settlement
16 Agreement and finds that the settlement memorialized therein falls within the range of
17 reasonableness and potential final approval, thereby meeting the requirements for preliminary
18 approval. The Court finds that the Settlement resulted from arm's-length negotiations between the
19 Parties and their well-informed and experienced counsel. These negotiations were assisted by an
20 experienced and neutral mediator. The Settlement itself provides direct relief to each Class
21 Member, and Class Members can choose whether to receive relief in the form of a \$115 Voucher,
22 usable to purchase any product on Defendant's website, or as a \$115 cash payment. In short, the
23 Settlement appears fair, reasonable, adequate, and within the range of possible final approval, and
24 thus, notice to members of the Settlement Class should issue as directed below

25 9. **Class Notice**: The Court has reviewed and approves the form and content of the
26 notices attached to the Settlement Agreement, and finds that the notices, in the form attached to
27 the Settlement Agreement, should go out to the Settlement Class in the manner described in the
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1 Settlement Agreement. The Court finds that the methods of giving notice prescribed in the
2 Settlement Agreement meet the requirements of Rule 3.769(f) of the California Rules of Court and
3 due process, are the best notice practicable under the circumstances, constitute due and sufficient
4 notice to all persons entitled thereto, and comply with the requirements of the California
5 Constitution, the Constitution of the United States, and all other applicable laws. The Settlement
6 Administrator and Defendant shall carry out the notice plan as laid out in the Settlement.

7 10. **Schedule for Settlement Administration:** The Court hereby sets the following
8 dates and deadlines:

9 a. The Notice Deadline, or the deadline for sending the Notice to Settlement
10 Class Members, as required under the terms of the Settlement Agreement, shall be
11 within 30 days of the date of entry of this Order.

12 b. The Objection/Exclusion Deadline, the deadline for Settlement Class
13 Members to opt out or object to the Settlement, shall be 105 calendar days after the
14 entry of the Preliminary Approval Order or 60 days after the Notice Deadline,
15 whichever is later.

16 c. Any Motion for Attorneys' Fees, Costs, and Incentive Awards shall be filed
17 at least 15 days before the deadline for Settlement Class members to opt out or
18 object to the Settlement Agreement.

19 d. The Claim Deadline, the deadline for Settlement Class Members, who
20 prefer to receive their Settlement benefit in cash, to file a Claim Form, shall be 105
21 calendar days after the entry of the Preliminary Approval Order or 60 days after the
22 Notice Deadline, whichever is later.

23 e. The Motion for Final Approval shall be filed at least 10 calendar days before
24 the Final Approval Hearing (i.e., Fairness Hearing). At this time, Class Counsel
25 shall provide the Court with any responses to any written objections made by
26 Settlement Class Members.

1 11. **Final Approval Hearing:** The Final Approval Hearing shall be on
2 January 30, 2024 [DATE] at 1:30 pm [TIME] in Department N-31 of this Court.

3 12. **Objections, and Requests for Exclusion:** The Court hereby approves and adopts
4 the procedures, deadlines, and manner governing all requests to be excluded from the Settlement
5 Class, or for objecting to the Settlement Agreement, as provided for in the Settlement Agreement.

6 13. **Final Approval Hearing:** At the Final Approval Hearing, the Court shall
7 determine whether final approval of the Settlement is warranted, as well as determine whether any
8 application by Class Counsel for attorneys' fees, reimbursement of expenses, and for incentive
9 compensation to the named Plaintiffs, shall be approved and in what amounts.

10 14. **Stay of Proceedings and Actions:** All proceedings in this Action are stayed
11 pending Final Approval of the Settlement, except as may be necessary to effectuate the settlement
12 or comply with its terms. Furthermore, pending Final Approval of the Settlement, all Class
13 Members are prohibited from commencing any action, arbitration, or other proceeding in any
14 court, arbitration forum, or tribunal against Defendant (or any of the Released Parties) asserting
15 any of the Released Claims as defined in the Settlement.

16 15. **Other Provisions:** If for any reason the Court does not execute and file an order of
17 Final Approval, or in the event that this Agreement becomes null and void pursuant to its terms,
18 the Parties will be restored to the status quo ante as set forth in the Settlement. All orders entered
19 in connection with this Settlement, including this Order conditionally certifying the Settlement
20 Class, will become null and void. And the Settlement Agreement, and all proceedings related to it,
21 will be deemed to be without prejudice to the rights of any Parties.

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23 Good cause appearing therefore, IT IS SO ORDERED.

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25 DATED: October 31, 2025

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Honorable Michael D. Washington
Judge of the Superior Court

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