

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

Emily Chebul v. Tuft & Needle, LLC, Case No. 25CU059198N

If you purchased a mattress from tuftandneedle.com while in California from January 1, 2020 to December 31, 2024, you may be entitled to compensation from a class action settlement.

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

- The Settlement resolves a lawsuit alleging that Defendant deceptively advertised various discounts of its mattress products on its website, tuftandneedle.com.
- The two sides disagree on whether Plaintiff and the Settlement Class could have prevailed at trial. By entering into the Settlement, Defendant has not conceded the truth or validity of any of the claims against it and denies any liability or wrongdoing.
- Defendant has agreed to pay Settlement Awards, and other expenses, as described below, to fully resolve and release the claims of all consumers who purchased one or more mattresses advertised at a discount on Defendant's website (tuftandneedle.com) while in the state of California, from January 1, 2020 to December 31, 2024.
- Under the terms of the Settlement, Settlement Class Members will each receive a Settlement Award in either (a) cash, paid by check or electronic payment ("Cash Benefit"); or (b) store credit that can be applied towards any purchase made on tuftandneedle.com ("Website Credit"). Class Members can decide whether to receive a Cash Benefit or Website Credit. In either case, each Settlement Class Member will receive a Settlement Award equal to 45% of the discount Defendant represented they would receive on each mattress they purchased on tuftandneedle.com during the Class Period. The Parties estimate that Settlement Class Members purchased approximately 40,147 mattresses advertised at a discount from Defendant during Class Period, and that the total value of the Cash Benefits and Website Credits provided to Class Members under the Settlement is approximately \$2,995,000. As a result, the average Cash Benefit or Website Credit provided to a Settlement Class Member will be approximately \$75 per mattress purchase.
- In addition to these benefits, Defendant has also agreed to pay notice and administration costs estimated to be \$48,000, an incentive award of up to \$5,000 to the Class Representative, and reasonable attorneys' fees and expenses of up to \$748,824, as approved by the Court. Payment of these costs and fees will not reduce the value of the Cash Benefits and Website Credits that Settlement Class Members will receive. More information about the benefits available under the Settlement is available at www.tnpricesettlement.com.
- To be eligible to receive a Cash Benefit, Settlement Class Members must submit a valid Claim Form, as instructed below. Settlement Class Members who placed more than one qualifying mattress order during the Class Period need to only submit one Claim Form to receive a Cash Benefit that includes the amount owed for each mattress purchase during the Class Period. Settlement Class Members who do not choose to receive the Cash Benefit by submitting a valid Claim Form shall instead automatically receive the Website Credit.
- Your legal rights may be affected whether you act, or don't act. Read this Notice carefully.

Your Legal Rights and Options in This Settlement:	
DO NOTHING	If you do nothing, you will receive a Website Credit equal to 45% of the discount Defendant represented you would receive on each mattress you purchased on tuftandneedle.com during the Class Period. The credit can be applied towards any purchase made on tuftandneedle.com. More information about the credits is provided below. By doing nothing, you will give up certain rights to sue Defendant.
SUBMIT A CLAIM FORM DEADLINE: JULY 14, 2026	If you submit a valid Claim Form by July 14, 2026 , and elect to receive the Cash Benefit, you will receive a cash payment equal to 45% of the discount Defendant represented you would receive on each mattress you purchased on tuftandneedle.com during the Class Period. If you placed more than one qualifying mattress order during the Class Period, you need to only submit one Claim Form. By submitting a Claim Form, you will give up certain rights to sue Defendant.
EXCLUDE YOURSELF FROM THE CASE DEADLINE: JUNE 14, 2026	This is the only option that allows you to sue Defendant on your own regarding the legal claims in this case, but you will not receive compensation under the Settlement. The deadline for excluding yourself is June 14, 2026 .
OBJECT TO THE SETTLEMENT DEADLINE: JUNE 14, 2026	Write to the Court about why you do not like the Settlement. A Settlement Class Member who objects still remains in the Settlement Class and will receive a Settlement Award. The deadline for objecting is June 14, 2026 .

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement. Settlement Awards will be issued if the Court approves the Settlement and after appeals are resolved, if any.

BASIC INFORMATION

1. Why was this notice issued?

This notice was issued because a court has conditionally “certified” this case as a class action lawsuit for settlement purposes only and your rights may be affected. If you purchased mattresses on tuftandneedle.com, and your purchases were made from January 1, 2020 to December 31, 2024, while in the state of California, you may have legal rights and options in this case. This Notice explains all of these issues. The Superior Court of the State of California for the County of San Diego is overseeing this class action. The case is known as *Emily Chebul v. Tuft & Needle, LLC*, Case No. 25CU059198N (the “Action”). The person who sued is called the Plaintiff. The company she sued is called the Defendant.

2. Why is this a class action?

In a class action, one or more people, called “Class Representatives” (in this case Emily Chebul, the named “Plaintiff”), sue on behalf of all people who have similar claims. Together, 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 Class. Here, the Court has certified a class action for settlement purposes only (the “Settlement Class”). More information about why this is a class action can be found in the Court’s Preliminary Approval Order, which is available at www.tnpricesettlement.com.

3. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff thinks she would have prevailed at trial. Defendant thinks that Plaintiff would not have won anything from a trial. But there was no trial. Instead, both sides agreed to this Settlement. That way, both sides avoid the risk and cost of a trial, and the Settlement Class Members will receive compensation. The Class Representative and her attorneys think the Settlement is best for all Class Members.

THE CLAIMS IN THE LAWSUIT

4. What is the lawsuit about?

The lawsuit claims that Defendant deceptively advertised various discounts of its products on its website, tuftandneedle.com. The lawsuit claims that Defendant violated California consumer protection law, and also asserts claims for quasi-contract/unjust enrichment, breach of contract, breach of express warranty, intentional misrepresentation, and negligent misrepresentation. Defendant denied these claims and denies any liability or wrongdoing. More information can be found in the Class Action Complaint, available at www.tnpricesettlement.com.

MEMBERS OF THE SETTLEMENT CLASS

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

The Court has certified this case for settlement purposes only as a class action. The Settlement Class consists of:

- All persons who purchased one or more mattresses advertised at a discount on Defendant’s website (tuftandneedle.com) while in the state of California, from January 1, 2020 to December 31, 2024.

Excluded from the Settlement Class are all persons who otherwise fit into the Settlement Class definition but who canceled or received a refund for each of their orders placed on Defendant’s website; all persons who validly opt out of the Settlement in a timely manner; counsel of record (and their respective law firms) for the Parties; experts retained by the Parties or their counsel of record in connection with the Action or Federal Court Action; Defendant and any of its parents, affiliates, subsidiaries, independent service providers and all of their respective officers and directors; the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff; and any natural person or entity that entered into a release with Defendant prior to the Effective Date arising from the same representations, advertising, marketing and/or sales on the Defendant’s website, tuftandneedle.com, underlying the claims in the operative complaint in the Action.

THE SETTLEMENT AWARDS

6. What does the Settlement provide?

Under the terms of the Settlement, Settlement Class Members will each receive a Settlement Award in either (a) cash, paid by check or electronic payment (“Cash Benefit”); or (b) store credit that can be applied towards any purchase made on tuftandneedle.com (“Website Credit”).

Class Members can decide whether to receive a Cash Benefit or Website Credit. In either case, each Settlement Class Member will receive a Settlement Award equal to 45% of the discount Defendant

represented they would receive on each mattress they purchased on tuftandneedle.com during the Class Period. For example, if Defendant represented that a Settlement Class Member received a total combined discount of \$100 on all mattress purchases they placed during the Class Period, they would receive a \$45 Settlement Award under the Settlement (as either a Cash Benefit, or Website Credit, at their election).

The Parties estimate that Settlement Class Members purchased approximately 40,147 mattresses advertised at a discount from Defendant during Class Period, and that the total value of the Cash Benefits and Website Credits provided to Class Members under the Settlement is approximately \$2,995,000. As a result, the average Cash Benefit or Website Credit provided to a Settlement Class Member will be approximately \$75 per mattress purchase.

Website Credits received under the Settlement will be valid for three years after the Settlement is finally approved, and can be used at any time, towards any purchase with no blackout dates or restrictions. They can be combined with any other discount or offer, are freely transferable, and can be used towards one or multiple orders placed on tuftandneedle.com.

In addition to the Settlement Awards described above, Defendant has also agreed to pay notice and administration costs estimated to be \$48,000, an incentive award of up to \$5,000 to the Class Representative, and reasonable attorneys' fees and expenses of up to \$748,824, as approved by the Court. Payment of these costs and fees will not reduce the value of the Cash Benefits and Website Credits that Settlement Class Members will receive. More information about the benefits available under the Settlement is available at www.tnpricesettlement.com.

7. How much will my payment be?

Each Cash Benefit and Website Credit will be equal to 45% of the discount that Defendant represented the Class Member would receive on each mattress they purchased on tuftandneedle.com during the Class Period.

The Parties estimate that Settlement Class Members purchased approximately 40,147 mattresses advertised at a discount from Defendant during Class Period, and that the total value of the Cash Benefits and Website Credits provided to Class Members under the Settlement is approximately \$2,995,000. As a result, the average Cash Benefit or Website Credit provided to a Settlement Class Member will be approximately \$75 per mattress purchase.

8. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you will be part of the Settlement Class, and you will be bound by the release of claims in the Settlement. This means that, if the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant asserting a released claim. It also means that all the Court's orders will apply to you and legally bind you. If you sign the Claim Form or do nothing, you will agree to release Defendant from any and all claims under federal and state law that arise from or relate to the allegations concerning Defendant's advertising practices at issue in this action.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes. The Court has appointed Simon Franzini and Grace Bennett of Dovel & Luner, LLP as Class Counsel to represent you and the Settlement Class in this case. These lawyers have experience handling similar cases. More information about the lawyers and their law firm is available at <https://www.dovel.com>.

10. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is representing you and all the other members of the Settlement Class. If you want someone other than Class Counsel to speak for you, you may hire your own lawyer at your own expense.

11. How will the lawyers be paid?

Class Counsel may file a request for attorneys' fees and reimbursement of the costs they sustained in litigating this case of no more than \$748,824. Class Counsel may also ask the Court to approve an incentive award of up to \$5,000 to the Class Representative, for her services as Class Representative. The Court may award less than these amounts.

HOW TO CHOOSE YOUR SETTLEMENT AWARD

12. How can I get compensation under the Settlement?

Settlement Class Members who do not opt out of the Settlement by **June 14, 2026** will receive compensation in the form of either (a) cash, paid by check or electronic payment ("Cash Benefit"); or (b) credit that can be applied towards any purchase made on tuftandneedle.com ("Website Credit"), at each Settlement Class Member's election.

To receive the Cash Benefit, you must submit a valid Claim Form. Settlement Class Members who placed more than one qualifying mattress order during the Class Period only need to submit one Claim Form to receive a full Cash Benefit. Settlement Class Members who do not submit a valid Claim Form by **July 14, 2026**, will receive the Website Credit. A Claim Form is available on the internet at www.tnpricesettlement.com. Read the instructions carefully, fill out the form, sign it, and submit it online no later than **July 14, 2026**. You may also submit a Claim Form by mail if postmarked by no later than **July 14, 2026**.

To receive a Cash Benefit, each Settlement Class Member must attest under penalty of perjury that they were a California resident who purchased one or more mattresses advertised at a discount on tuftandneedle.com during the Class Period, and that the information supplied in the Claim Form is true and correct to the best of the Settlement Class Member's knowledge. Failure to timely submit a valid Claim Form with all requested information will result in such Settlement Class Member receiving a Website Credit by default.

13. When would I receive compensation?

The Court will hold a hearing on **July 10, 2026 at 1:30 P.M. PT**, to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Settlement Awards will be distributed after the Settlement is finally approved and all appeals (if any) have been resolved in favor of the Settlement. The progress of the Settlement will be updated through information posted at www.tnpricesettlement.com. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

If you do not want a Settlement Award under this Settlement, and you want to keep the right to sue or continue to sue Defendant regarding the alleged marketing practices that are the subject of the Action, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the Settlement Class.

To exclude yourself from the Settlement, you must send a letter by mail to the Class Action Settlement Administrator that (a) states your name, address, and phone number; (b) is personally signed by you, and not your attorney or anyone acting on your behalf; and (c) includes the statement “I/we request to be excluded from the class settlement in *“Emily Chebul. v. Tuft & Needle, LLC, Case No. 25CU059198N.”* No request for exclusion will be valid unless all of the information described above is included.

You must mail your exclusion request postmarked no later than **June 14, 2026**, to the Class Action Settlement Administrator at the following address:

Tuft & Needle Settlement Administrator
ATTN: Exclusion Request
P.O. Box 58220
Philadelphia, PA 19102

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

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Defendant for the claims that this Settlement resolves.

16. If I exclude myself, can I get compensation under this Settlement?

No. If you ask to be excluded, you will not get any compensation under the Settlement, and you cannot object to the Settlement.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I do not agree with the Settlement?

You can ask the Court to deny approval of the Settlement by filing an objection. You can’t ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Awards will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. A Settlement Class Member who objects still remains in the Settlement Class and must timely submit a Claim Form in order to obtain a Cash Benefit.

Any objection to the proposed Settlement must be in writing. If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) clearly identify the case name and number (*“Emily Chebul. v. Tuft & Needle, LLC, Case No. 25CU059198N”*), and (b) be mailed to the Settlement Administrator postmarked on or before **June 14, 2026**.

Tuft & Needle Settlement Administrator
ATTN: Objection
P.O. Box 58220
Philadelphia, PA 19102

Written objections must also contain: (1) your full name, address, and telephone number; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (3) copies of any papers, briefs or other documents upon which the objection is based (if any); (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether you intend to appear at the Final Approval Hearing; (6) proof of membership in the Class or a signed statement attesting under penalty of perjury that you are a Settlement Class Member; (7) a list of all objections filed

by you and your counsel to class action settlements in the last three years (if any); and (8) your signature and your attorney's signature (if any).

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

Objecting means 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 from the Settlement means that you do not want to be part of the Settlement Class. If you exclude yourself, then you have no basis to object to the Settlement.

A Settlement Class Member who objects still remains in the Settlement Class and is eligible to receive a Settlement Award.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Class and you will give up your right to sue Defendant. You will automatically receive a Website Credit.

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 on **July 10, 2026**, at **1:30 P.M. PT**, at the **North County Regional Center, Dept. N-29, 325 South Melrose Drive, Vista, CA 92081**. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements herein, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and the Class Representative.

The date of the Final Approval Hearing may change without further notice to the Settlement Class. Settlement Class Members should check the Settlement Website to confirm that the date has not been changed and whether the hearing may proceed virtually.

21. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

22. May I speak at the hearing?

You, or any lawyer you retain, may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your objection to the Settlement a statement saying that it is your intent to appear at the Final Approval Hearing. Your Objection and notice of intent to appear must be submitted to the Settlement Administrator and postmarked no later than **June 14, 2026**. You cannot speak at the hearing if you excluded yourself from the Settlement.

GETTING MORE INFORMATION

23. Is this the entire Settlement?

No. This notice is only a summary of the proposed Settlement. More information about the lawsuit and the precise terms and conditions of the Settlement is available at www.tnpricesettlement.com, or by calling toll-free 1-855-699-4292, or by writing to the Class Action Settlement Administrator at Tuft & Needle Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. You may also contact Class Counsel using the information listed below:

DOVEL & LUNER, LLP
Simon Franzini
simon@dovel.com
Grace Bennett
grace@dovel.com
201 Santa Monica Blvd., Suite 600
Santa Monica, California 90401
(310) 656-7066

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