

FILED
Clerk of the Superior Court

APR 17 2026

By: A. Wagoner

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

EMILY CHEBUL, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

TUFT & NEEDLE, LLC,

Defendant.

Case No. 25CU059198N

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION
FOR CONDITIONAL CLASS
CERTIFICATION AND PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

The Court, having considered Plaintiff's Unopposed Motion for Conditional Class Certification and Preliminary Approval of Class Action Settlement and all supplements thereto (collectively, the "Motion") and the Settlement Agreement dated November 4, 2025 (the "Settlement Agreement") filed with the Motion, rules as follows:

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

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

**[PROPOSED] ORDER RE: (1) CONDITIONAL CLASS CERTIFICATION; AND (2)
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

1 All Persons who purchased one or more mattresses advertised at a discount on
2 Defendant's website (tuftandneedle.com) while in the State of California during the
3 Class Period of January 1, 2020 to December 31, 2024.

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

10 4. The Court provisionally finds that members of the Settlement Class are
11 ascertainable; that members of the Settlement Class are so numerous that joinder of all members
12 would be impracticable; that the litigation and proposed Settlement raises issues of law and fact
13 common to the claims of the Class Members and these common issues predominate over any
14 issues affecting only individual members of the Settlement Class; that the claims of the named
15 Plaintiff are typical of the claims of the Settlement Class; that in prosecuting this Action and
16 negotiating and entering into the Settlement Agreement, the named Plaintiff and her counsel
17 have fairly and adequately protected the interests of the Settlement Class and will adequately
18 represent the Settlement Class in connection with the Settlement; and that a class action is
19 superior to other methods available for adjudicating the controversy.

20 5. **Class Representative**: The Court provisionally appoints Emily Chebul as the
21 representative of the Settlement Class.

22 6. **Settlement Administrator**: The Court appoints the Angeion Group as the
23 Settlement Administrator under the terms of the Settlement Agreement.

24 7. **Class Counsel**: For purposes of settlement only, the Court finds that counsel for
25 the Settlement Class—Simon Franzini and Grace Bennett of Dovel & Luner LLP—are qualified,
26 experienced, and skilled attorneys capable of adequately representing the Settlement Class, and
27 they are provisionally approved as Class Counsel.

28
[PROPOSED] ORDER RE: (1) CONDITIONAL CLASS CERTIFICATION; AND (2)
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

1 8. **Fair, Reasonable, and Adequate:** The Court has reviewed the Settlement
2 Agreement and finds that the Settlement memorialized therein falls within the range of
3 reasonableness and potential final approval, thereby meeting the requirements for preliminary
4 approval. The Court finds that the Settlement resulted from arm's-length negotiations between
5 the Parties and their well-informed and experienced counsel. These negotiations were assisted by
6 an experienced and neutral mediator, the Honorable Charles "Tim" McCoy (Ret.). The
7 Settlement itself provides direct relief to each Class Member in the form of a cash benefit or a
8 website credit, which can be applied towards any purchase on Defendant's website. In short, the
9 Settlement appears fair, reasonable, adequate, and within the range of possible final approval,
10 and thus, notice to members of the Settlement Class should issue as directed below.

11 9. **Class Notice:** The Court has reviewed and approves the form and content of the
12 notices attached to the Settlement Agreement, and finds that the notices, in the form attached to
13 the Settlement Agreement, should go out to the Settlement Class in the manner described in the
14 Settlement Agreement. The Court finds that the methods of giving notice prescribed in the
15 Settlement Agreement meet the requirements of Rule 3.769(f) of the California Rules of Court
16 and due process, are the best notice practicable under the circumstances, constitute due and
17 sufficient notice to all persons entitled thereto, and comply with the requirements of the
18 California Constitution, the Constitution of the United States, and all other applicable laws and
19 rules. The Settlement Administrator and Defendant shall carry out the notice plan as laid out in
20 the Settlement.

21 10. **Schedule for Settlement Administration:** The Court hereby sets the following
22 dates and deadlines:
23 a. The Notice Date shall be within 30 days of the date of entry of this Order.
24 b. The deadline for Settlement Class Members to opt out of or object to the
25 Settlement Agreement shall be 30 days after the Notice Date.
26
27
28

1 c. Any Motion for Attorneys' Fees, Costs, and an Incentive Award shall be
2 filed at least 14 days before the deadline for Settlement Class Members to opt out
3 of or object to the Settlement Agreement.

4 d. The deadline for Settlement Class Members to file a Claim Form to
5 receive a Cash Benefit shall be 60 days after the Notice Date.

6 e. The Motion for Final Approval shall be filed 75 days after the date of
7 entry of this Order.

8 f. No later than 14 days prior to the hearing on final approval, Class Counsel
9 shall provide the Court with any responses to any written objections made by
10 Settlement Class Members.

11 g. The Final Approval Hearing date shall be on 7/10/20 [DATE]
12 at 1:30 pm [TIME] in Department N-29 of this Court.

13 11. **Claims, Objections, and Requests for Exclusion:** The Court approves the
14 content of the Claim Form and approves and adopts the claims procedures set forth in the
15 Settlement Agreement. Class Members who do not submit a valid Claim Form will still receive
16 relief in the form of a website credit. In addition, the Court hereby approves and adopts the
17 procedures and manner governing all requests to be excluded from the Settlement Class, or for
18 objecting to the Settlement Agreement, as provided for in the Settlement Agreement. The Court
19 orders that Class Members will have 30 days to opt out of or object to the Settlement Agreement
20 following the Notice Date. After this date, no person shall be allowed to object to the Settlement,
21 or exclude themselves from the Settlement Class, or seek to intervene.

22 12. **Final Approval Hearing:** At the Final Approval Hearing, the Court shall
23 determine whether final approval of the Settlement is warranted, as well as determine whether
24 any application by Class Counsel for attorneys' fees, reimbursement of expenses, and for
25 incentive compensation to the named Plaintiff, shall be approved and in what amounts.

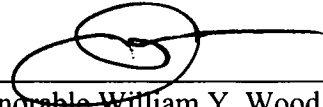
26 13. **Stay of Proceedings and Actions:** All proceedings in this Action are stayed
27 pending Final Approval of the Settlement, except as may be necessary to effectuate the
28

1 Settlement or comply with its terms. Furthermore, pending Final Approval of the Settlement, all
2 Class Members are prohibited from commencing any action, arbitration, or other proceeding in
3 any court, arbitration forum, or tribunal against Defendant (or any of the Discharged Parties)
4 asserting any of the Released Claims as defined in the Settlement.

5 14. **Other Provisions:** If for any reason the Court does not execute and file an order
6 of Final Approval, or if the Effective Date does not occur for any reason, the Parties will be
7 restored to the status quo ante as set forth in the Settlement. All orders entered in connection with
8 this Settlement, including this order conditionally certifying the Settlement Class, will become
9 null and void, and shall not be used or referred to in this or other actions (except as permitted
10 under the Settlement Agreement). Moreover, the Settlement Agreement, and all negotiations and
11 proceedings related to it, will be deemed to be without prejudice to the rights of any and all
12 Parties, who shall be restored to their respective positions as of the date of the Agreement.

13
14 Good cause appearing therefore, IT IS SO ORDERED.

15
16
17 DATED: 4/10, 2026



Honorable William Y. Wood
Judge of the Superior Court