

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement” or the “Agreement”) is made and entered by and between Plaintiff Emily Chebul, individually and on behalf of the Settlement Class (“Plaintiff” or “Class Representative”), on the one hand, and Defendant Tuft & Needle, LLC (“Tuft & Needle” or “Defendant”), on the other hand, and is subject to approval in the action *Emily Chebul v. Tuft & Needle, LLC* to be filed in the Superior Court of the State of California for the County of San Diego (the “Court”).

### **I. DEFINITIONS**

As used in this Agreement and all related documents, the following terms have the following meanings:

A. “**Action**” means the action to be filed by Plaintiff in the Superior Court of the State of California for the County of San Diego pursuant to this Agreement.

B. “**Administration Costs**” means the actual costs reasonably charged by the Settlement Administrator for its services as provided for in this Agreement, including, but not limited to, all costs of providing notice to persons in the Settlement Class, issuing Cash Benefits, processing Claim Forms, and the cost of maintaining a designated post office box for receiving Claim Forms.

C. “**Agreement**” means this Settlement Agreement and Release, including the notices and other documents attached as exhibits to this Agreement, and any amendments thereto.

D. “**Cash Benefit(s)**” means the monetary payment, in the form of a check or electronic payment, to a Settlement Class Member who elected to receive their Settlement Award in cash through a valid Claim Form.

E. “**Cash Benefit Fund**” means a non-reversionary cash fund, the amount of which shall be established after the expiration of the Claim Period, which shall equal the total Cash Benefit to be awarded to all Settlement Class Members who elected to receive a Cash Benefit through a valid Claim Form.

F. “**Claim(s)**” or “**Claim Form(s)**” means the claim form submitted by a Settlement Class Member, in substantially the same form as “**Exhibit D**,” which shall offer each Settlement Class Member the opportunity to elect to receive a Cash Benefit. Each Settlement Class Member who elects to receive the Cash Benefit must follow all instructions on the Claim Form. Failure to submit a completed Claim Form with all requested information shall result in such Settlement Class Member receiving Website Credit.

G. “**Claim Deadline**” means the date sixty (60) days after the Notice Date, or such other deadline to file a Claim as is set by the Court.

H. “**Claim Period**” means the time period in which Settlement Class Members may submit a Claim Form. The Claim Period begins on the Notice Date and expires on the Claim Deadline.

I. “**Claims Process**” means the process for Settlement Class Members’ submission of Claims, as described in this Agreement and ordered by the Court.

J. “**Class Notice**” means all types of notice that will be provided to the Settlement Class, as described in this Agreement and ordered by the Court.

K. “**Class Counsel**” means Simon Franzini and Grace Bennett of Dovel & Luner, LLP.

L. “**Class Period**” means January 1, 2020 to December 31, 2024.

M. “**Effective Date**” means: if there are no objections, the date of Final Approval; if there are objections, the date upon which the last (in time) of the following events occurs: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order, (ii) the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of any appeal(s) of the Final Approval Order; (iii) the date of final dismissal of any appeal of, or the final dismissal or resolution of any proceeding on certiorari with respect to, the Final Approval Order; or (iv) the date upon which the final objection is withdrawn.

N. **“Email Notice”** means notice of the proposed Settlement to be provided to Settlement Class Members substantially in the same form attached hereto as **“Exhibit A”**.

O. **“Fairness Hearing”** or **“Final Approval Hearing”** means the hearing at or after which the Court will make a final decision whether to approve this Agreement and the Settlement set forth herein as fair, reasonable and adequate and to enter the Final Approval Order.

P. **“Fee Award”** means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel.

Q. **“Federal Court Action”** means *Emily Chebul v. Tuft & Needle, LLC*, Case No 2:24-cv-02707-JLS-MAR (C.D. Cal.).

R. **“Final Approval”** means the date the Court finally approves the Settlement of this Action, including but not limited to, the terms and conditions of this Agreement.

S. **“Final Approval Order”** means both the order and judgment, whether entered separately or together, that the Court enters upon finally approving the Settlement in connection with the Fairness Hearing.

T. **“Incentive Award”** mean a reasonable payment, subject to Court approval, made to the Named Plaintiff as compensation for her efforts and diligence in pursuing this Action.

U. **“Interest Bearing Distribution Account”** means the separate, interest-bearing account to be established by the Settlement Administrator under terms acceptable to all Parties. The Interest Bearing Distribution Account will be at an FDIC-insured depository institution of the Settlement Administrator’s choice (subject to any Party’s reasonable veto). The Cash Benefit Fund shall be deposited by Defendant into the Interest Bearing Distribution Account in accordance with the terms of this Agreement. The funds in the Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, (iii) United States Treasury bills; or (iv) other similar instruments backed by the full faith and credit of the United States Government. The costs of establishing and maintaining the Account shall be deemed Administration Costs.

V. “**Long Form Notice**” means notice of the proposed Settlement to be provided to Settlement Class in substantially the same form as “**Exhibit B**”.

W. “**Mail Notice**” means notice of the proposed Settlement to be provided to Settlement Class Members by first class mail, if necessary, in substantially the same form as “**Exhibit C**”.

X. “**Notice Deadline**” or “**Notice Date**” means the date no later than 30 days after Preliminary Approval on which the notice described in this Agreement is first issued.

Y. “**Objection/Exclusion Deadline**” means the deadline to object or seek exclusion from the Settlement, which shall be the date that is thirty (30) days after the Notice Date, or such other date set by the Court.

Z. “**Parties**” or “**Party**” means the Class Representative and Defendant.

AA. “**Preliminary Approval**” means the date the Court preliminarily approves the Settlement of the Action, including but not limited to, the Class Notice and the terms and conditions of this Agreement.

BB. “**Preliminary Approval Order**” means the proposed order to be submitted to the Court in connection with the preliminary approval hearing on the Settlement.

CC. “**Released Claims**” means all claims to be released pursuant to this Agreement.

DD. “**Settlement Administrator**” means the third-party agent or administrator agreed to by the Parties and appointed by the Court. The Parties agree that, subject to the Court’s approval, the Parties shall jointly select a mutually agreed upon independent entity to implement the Class Notice and Claims administration requirements of this Agreement. Plaintiff will attempt to negotiate a fair price for the settlement administration services with the Settlement Administrator.

EE. “**Settlement Award(s)**” means the Website Credit or Cash Benefits provided to Settlement Class Members.

FF. “**Settlement Class**” means:

- 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.

GG. “**Settlement Class Member(s)**” means any member of the Settlement Class.

HH. “**Settlement Website**” means the website to be established by the Settlement Administrator for purpose of providing notice, Claim Forms, and other information regarding this Agreement, as described in this agreement.

II. “**Website Credit**” means the credit issued to Settlement Class Members, if they do not elect to receive a Cash Benefit, which can be applied toward any purchase made on tuftandneedle.com. Website Credit is subject to additional terms and conditions, as set forth in Section III.C below.

JJ. “**Website Notice**” means the notice made available on the Settlement Website pursuant to this Agreement, including the Long Form Notice.

## **II. LITIGATION BACKGROUND**

A. Plaintiff alleges that, during the Class Period, Defendant deceptively advertised discounts of its products on its website, tuftandneedle.com. Based on these allegations, Plaintiff

filed suit on April 3, 2024, in the Federal District Court for the Central District of California. Plaintiff alleges violations of certain California consumer protection statutes, and bring claims for breach of contract, breach of express warranty, quasi-contract/unjust enrichment, and intentional and negligent misrepresentation. She seeks injunctive relief, compensatory damages, and restitution in amounts by which Defendant was allegedly unjustly enriched based on its product sales.

B. Defendant expressly denies any liability or wrongdoing of any kind or that Plaintiff or any putative Class member has been damaged in any amount or at all in connection with the claims alleged in the Action, and further contends that, for any purpose other than Settlement, this Action is not appropriate for class treatment. Defendant does not admit or concede any actual or potential fault, wrongdoing, or liability against it in the Action or any other actions. Defendant maintained during the entire pendency of the Action and the Federal Court Action, and continues to maintain, that the challenged advertising practices are not deceptive or misleading as a matter of law.

C. In the Federal Court Action, Defendant filed a Motion to Dismiss on May 31, 2024, challenging Plaintiff's claims on several grounds. Plaintiff filed an Amended Complaint in response to this Motion on June 28, 2024. Defendant filed a second Motion to Dismiss the Amended Complaint on August 2, 2024. The Parties extensively briefed the issues raised by Defendant's Motion. On October 9, 2024, the Court issued an Order granting in part and denying in part Defendant's Motion.

D. Following the Court's Order on the Motion to Dismiss, the Parties began engaging in extensive discovery. Plaintiff served Requests for Admission, Interrogatories, and Requests for Production on Defendant, as well as a deposition notice under Federal Rule 30(b)(6). And Defendant served Requests for Production and Interrogatories on Plaintiff. The Parties each responded to discovery and produced documents, and counsel for the Parties exchanged discovery letters and met to discuss discovery issues. Plaintiff also took two 30(b)(6) depositions. The discovery produced by Defendant included financial and sales records relevant to the claims and

alleged damages. Plaintiff's Counsel spent significant time and effort analyzing these records to understand Defendant's liability and the potential damages models available to Plaintiff.

E. The Parties also comprehensively briefed Plaintiff's Motion for Class Certification, which was filed on July 8, 2025. Defendant opposed this Motion on August 8, 2025, and Plaintiff filed a reply on September 22, 2025. In connection with this Motion, Plaintiff retained and worked with two experienced experts to produce expert reports. The Class Certification Motion was pending in the Federal Court Action when the Parties reached this Settlement.

F. While simultaneously litigating the Federal Court Action, the Parties began discussing settlement in November 2024. The Parties engaged in negotiations at various points from then, over the course of the following year. The Parties scheduled a mediation, and, in the lead up to it, comprehensive mediation briefs that discussed the claims, defenses, and alleged damages in detail.

G. The Parties attended a mediation on March 31, 2025, with the Honorable Charles "Tim" McCoy (retired) of JAMS. The Parties did not reach a settlement at that mediation. In the months that followed, the Parties continued vigorously litigating the case, including fully briefing class certification and working with experts to prepare expert reports in support of their respective class certification papers.

H. In July of 2025, while simultaneously continuing to litigate, the Parties resumed settlement discussions. The Parties discussed settlement extensively, including numerous phone calls and emails between counsel, and including exchanging several drafts of a term sheet. The Parties finally reached an agreement in principle on September 29, 2025, and executed a term sheet detailing the material terms of the Settlement on October 1, 2025. As a result of the lengthy, substantive, and good faith negotiations, as well as the extensive litigation the Parties engaged up to and including fully briefing class certification, Class Counsel was able to assess thoroughly the claims of the Settlement Class Members and Defendant's marketing practices and Defendant's defenses.

I. Based on the above-outlined investigation and litigation, the current state of the law, the expense, burden and time necessary to prosecute the Action through trial and possible appeals, the risks and uncertainty of further prosecution of this Action considering the defenses at issue, the sharply contested legal and factual issues involved, and the relative benefits to be conferred upon the Settlement Class Members pursuant to this Agreement, Plaintiff and Class Counsel have concluded that a Settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of all known facts and circumstances.

J. Based on the foregoing, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Action, or Federal Court Action, which exist between the Parties. Therefore, it is the intention of Plaintiff and the Settlement Class that this Agreement shall constitute a full and complete Settlement and release of the Released Claims against Defendant.

### **III. TERMS OF SETTLEMENT**

In consideration of the mutual covenants and promises set forth herein, and subject to Court approval, the Parties agree as follows:

A. Filing of the Action and Request for Preliminary Approval: To ensure that the reviewing court has subject matter jurisdiction over the action approving the Settlement, the Parties agree that Plaintiff will dismiss the Federal Court Action and file a class action complaint naming herself as the named Plaintiff in the Superior Court of the State of California for the County of San Diego (the "Action"). The Parties will seek approval of the Settlement in the Action. For settlement purposes only, Defendant will not contest personal jurisdiction or venue in the Action as to the Class Representative or any Class Member. Plaintiff agrees that Defendant shall not be required to answer the complaint in the Action pending the Parties' efforts to obtain approval of the Settlement, and will consent to any order that Defendant may seek in that regard. Plaintiff shall dismiss the Federal Court Action without prejudice within two business days of filing a motion for preliminary approval in the Action. The claims dismissed without prejudice in the Federal Court

Action and included in the Action in accordance with this provision shall be treated for all purposes as though they were filed as of the date of the initial Federal Court Action complaint for settlement purposes.

B. Conditional Certification of Class. For Settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant, and solely pursuant to the terms of this Agreement, the Parties consent to and agree to the establishment of a conditional certification of the Settlement Class pursuant to the applicable rules governing class actions. This certification is conditional on the Court's approval of this Agreement. In the event the Court does not approve all material terms of the Agreement, or if the Agreement is voluntarily or involuntarily terminated for any reason, then certification of the Settlement Class shall be void and this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy. And, in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement, and Defendant has not and shall not be deemed to have waived any opposition or defenses it has to any aspect of the claims asserted herein or to whether those claims are amenable to class-based treatment. Defendant supports certification of the Settlement Class for settlement purposes only. In the event the Settlement is not preliminarily approved, the Parties agree to resume settlement discussions in good faith for at least 21 days. If after 21 days the Parties have not agreed to amended settlement terms, then all pre-trial and trial deadlines and dates shall be reset by the Court. The Parties agree to provide the court with a proposed schedule within 21 days after an order of a court denying preliminary approval.

C. Relief for the Settlement Class.

1. Benefits to Settlement Class Members: Subject to the rights, terms, and conditions of this Agreement, each Settlement Class Member who submits a valid Claim Form

will receive cash payment (a Cash Benefit) in an amount equal to 45% of the discount Defendant represented they would receive on each mattress they purchased on Defendant's website during the Class Period. The information needed to make this calculation is reflected in Defendant's records. Each Settlement Class Member who does not submit a valid Claim Form will automatically receive a website purchase credit (Website Credit) in an amount equal to 45% of the discount Defendant represented they would receive on each mattress they purchased on Defendant's website during the Class Period. Defendant represents that, according to on its sales records, that Settlement Class members purchased approximately 40,147 mattresses advertised at a discount from Defendant during Class Period and that the total discounts Defendant represented that those Class Members would receive on purchases made during the Class Period was \$6,656,216.62. Accordingly, the total value of Settlement Awards received under the Settlement is approximately \$2,995,297.48. These representations in this section are a material term and Plaintiff and Plaintiff's counsel relied upon them in agreeing to the Settlement.

2. Funding of Cash Benefit Fund. Within **fourteen calendar (14)** days of the Effective Date, Defendant shall pay into the Interest Bearing Distribution Account an amount equal to the Cash Benefit Fund. The Cash Benefit Fund will be distributed to Settlement Class Members in accordance with the terms of this Agreement. In no circumstances will any of it revert back to Defendant.

3. Cash Benefit Election and Delivery: If a Settlement Class Member submits a valid Claim Form electing to receive a Cash Benefit, the Settlement Class Member will receive the payment they are due under this Agreement in the form of a Cash Benefit, to be paid out of the Cash Benefit Fund. Settlement Class Members who elect to receive a Cash Benefit will receive, in cash, an amount equal to 45% of the discount Defendant represented they would they receive on each discounted mattress they purchased on Defendant's website during the Class Period. Class Members who purchased more than one mattress advertised at a discount during the Class Period need only submit one Claim Form, and will receive a Cash Benefit that includes the amount they are owed for each order they place during the Class Period. The Settlement Administrator shall

distribute Cash Benefits to each Settlement Class Member entitled to receive them out of the Cash Benefit Fund, via electronic payment or check, at the Class Member's election, within **fourteen (14) calendar days** of the Cash Benefit Fund being funded.

4. Website Credit Election and Delivery: Defendant or, at Defendant's election, the Settlement Administrator will provide Website Credit to each Settlement Class Member who does not submit a valid Claim Form electing to receive a Cash Benefit, without any requirement for the Settlement Class Member to fill out a claim form or take any other affirmative action. Website Credit will equal 45% of the aggregate discount Defendant represented they would they receive on each discounted mattress a Settlement Class Member purchased on Defendant's website during the Class Period. Defendant or the Settlement Administrator will deliver Website Credit to Settlement Class Members by email within **fourteen (14) calendar days** after the Effective Date. Wherever feasible, Defendant or the Settlement Administrator will send Website Credit to the most recent email address a Class Member used to make purchases on tuftandneedle.com. However, to ensure that all Class Members who do not elect to receive a Cash Benefit receive Website Credit, the distributed Mail Notice will direct Class Members whose Email Notice bounced back to provide a current email address to the Settlement Administrator by the Claim Deadline. The Settlement Administrator will provide Defendant all email addresses provided by Class Members within **fourteen (14) calendar days** after the Claim Deadline. For Class Members who provided an email address in response to the Mail Notice, Defendant or the Settlement Administrator will send Website Credit to that email address.

5. Use of Website Credit: Website Credit can be used to make any purchase of any product on tuftandneedle.com, with no restrictions. Website Credit can be used to pay for any shipping and handling fees or taxes that might apply to a purchase. Website Credit can be combined with any other discount or offer and is freely transferable. Settlement Class Members can use all Website Credit received through the Settlement in one or multiple orders. If Website Credit used in connection with an order exceeds the total amount of the order (including any shipping and handling fees or taxes that may apply), then any unused Website Credit will remain

useable and can be applied toward future orders. Website Credit can be used at any time, with no blackout dates, for a period of three years after Final Approval of the Settlement. Defendant will send all Class Members who have not used Website Credit within two years and eleven months of Final Approval of the Settlement a reminder email about the Website Credit. Defendant currently offers free shipping in California, consistent with the terms stated on its website, <https://www.tuftandneedle.com/pages/free-shipping>.

D. Releases.

1. Release of Defendant. Upon payment and distribution of all benefits owed under this Agreement (including all Cash Benefits, Website Credit, Administration Costs, and any Fee Award or Incentive Award awarded by the Court), except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Plaintiff and the Settlement Class shall fully release and discharge Defendant and all its present and former parent companies, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, affiliates, successors, personal representatives, heirs and assigns, retailers, suppliers, distributors, endorsers, consultants, investors, owners, attorneys, manufacturers and any and all other entities or persons upstream and downstream in the production/distribution channels, but only in their capacity as such (together, the “Discharged Parties”) from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, arising under federal, state, or local law, whether known or unknown, suspected or unsuspected, that Plaintiff or Settlement Class Members ever had, now have, or may have against the Discharged Parties in any other court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of or arising from the Discharged Parties’ representations, advertising, marketing and/or sales on the Defendant’s website, [tuftandneedle.com](http://tuftandneedle.com), during the Class Period, which were alleged in the operative complaint, or which arise from the same facts and claims alleged in the operative complaint in the Action. This is notwithstanding that Plaintiff and the Settlement Class acknowledge that they may hereafter discover facts in addition to or different from those that they

now know or believe to be true concerning the subject matter of the Action and/or the Released Claims herein. The Released Claims shall include, but are not necessarily limited to, all claims that have or could have been asserted by any or on behalf of any Settlement Class Member in this Action that are based on or arise out of the same factual predicate as the Action.

2. Class Representative's Release of Unknown Claims. Plaintiff expressly understands and acknowledges that certain principles of law, including but not limited to Section 1542 of the Civil Code of the State of California, provide that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff hereby agrees that the provisions of all such principles of law or similar federal or state laws, rights, rules or legal principles, are hereby knowingly and voluntarily waived, relinquished and released by Plaintiff.

3. Release of Class Representative and Class Counsel. Upon the date that the Release of Defendant becomes effective, except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Defendant shall fully release and discharge Plaintiff, Settlement Class Members, and Class Counsel from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Defendant ever had, now has, may have, or hereafter can, shall or may ever have against Plaintiff, Settlement Class Members, and Class Counsel in any other court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any other

adjudicatory body, to the extent that they are based on or arise from the institution or prosecution of the Action, notwithstanding that Defendant acknowledges that it may hereafter discover facts in addition to or different from those that it now knows or believes to be true concerning the subject matter of the Action and/or the Released Claims herein.

Defendant expressly understands and acknowledges that certain principles of law, including but not limited to Section 1542 of the Civil Code of the State of California, provide that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Defendant hereby agrees that the provisions of all such principles of law or similar federal or state laws, rights, rules or legal principles are hereby knowingly and voluntarily waived, relinquished and released by Defendant.

E. Attorneys' Fees/Costs and Incentive Awards.

1. As part of this Settlement, Defendant has agreed to pay Class Counsel reasonable attorneys' fees and costs, as approved by the Court, of up to \$748,824, without reducing the amount of money available to pay Cash Benefits and Website Credit to Class Members, or reducing the amount of money available to pay for the work performed by the Settlement Administrator. After the Court preliminarily approves the Settlement, Class Counsel may move the Court for a reasonable award of attorneys' fees and costs and expenses of up to \$748,824 ("Fee Award"). Defendant agrees that a Fee Award of up to \$748,824 is reasonable, and agrees not to object to a request for a Fee Award up to this amount. Should the Court award less than the full \$748,824 available to pay for Class Counsel's Fee Award, any difference between the \$748,824 made available and the amount actually awarded by the Court shall be divided and distributed in equal amounts to Settlement Class Members who filed a valid Claim Form and elected to receive

their settlement relief in cash. Court approval of the Fee Award, or its amount, will not be a condition of the Settlement.

2. As part of this Settlement, Defendant has agreed to pay Plaintiff an Incentive Award of up to \$5,000. After the Court preliminarily approves the Settlement, the named Plaintiff may apply to the Court for an Incentive Award in an amount not to exceed \$5,000, for her participation as Class Representative. Defendant agrees that an Incentive Award of up to \$5,000 is reasonable, and agrees not to object to a request for an Incentive Award up to this amount. Should the Court award less than \$5,000, any difference between the \$5,000 made available and the amount actually awarded by the Court shall be divided and distributed in equal amounts to Settlement Class Members who filed a valid Claim Form and elected to receive their settlement relief in cash. Court approval of the Incentive Award, or its amount, will not be a condition of the Settlement.

3. Defendant will pay the Fee Award to Class Counsel via wire transfer within **fourteen (14) calendar days** after entry of the Court's Final Approval Order, subject to Class Counsel providing a stipulated undertaking that is substantively identical to the stipulated undertaking approved by the court in *Taylor v. Trusted Media Brands, Inc.*, S.D.N.Y., Case No. 16-cv-01812-KMK (Dkt. No. 70-1, Ex. E). Court approval of attorneys' fees, costs, and expenses, or their amount, will not be a condition of the Settlement. Defendant will pay any Incentive Award approved by the Court to Class Counsel's client trust account via wire transfer within **fourteen (14) calendar days** after the Effective Date.

4. Plaintiff and Class Counsel agree to provide Defendant all identification information necessary to effectuate the payment of Fee Award and Incentive Award, including, but not limited to, Taxpayer Identification Number(s), and completed Internal Revenue Service Form(s) W-9.

5. Except for the Fee Award and Incentive Award to be paid to Class Counsel and Plaintiff as specifically provided in this Agreement, Defendant does not agree to pay and shall not be responsible or liable under this Agreement for the payment of any attorneys' fees or

expenses of Class Counsel, Plaintiff, the Settlement Class, and Settlement Class Members, any person or entity that may object to the Agreement, or any attorney who may represent any person or entity that may object to the Agreement, in connection with the Action or in connection with any claim that was or could have been alleged in the Action.

#### IV. SETTLEMENT ADMINISTRATION AND NOTICE

A. All notice and claims administration activities shall be carried out exclusively by the Settlement Administrator.

B. Administration Costs. Defendant shall pay sums to cover any reasonable Administration Expenses to the Settlement Administrator as they become due.

C. Notice.

1. Within **fourteen (14) calendar days** after Preliminary Approval, Defendant will provide the Settlement Administrator, for the purpose of administering the Settlement reached pursuant to this Agreement, a customer list (the “Class List”) of Settlement Class Members, including, as available, each Class Member’s name, the number of mattresses advertised at a discount each Class Member purchased on Defendant’s website during the Class Period, the total discount received by the Class Member on those mattress purchases, the California shipping address associated with each Settlement Class Member’s most recent purchase to a California address, and the most current email associated with a purchase on Defendant’s website. The Class List, including its contact information for the Settlement Class Members, will be shared with the Settlement Administrator but not Class Counsel.

2. The Settlement Administrator shall provide Class Notice in the forms approved by the Court, as detailed below, no later than 30 days after Preliminary Approval (the Notice Date).

3. Email Notice. The Settlement Administrator shall provide for Email Notice by sending an email substantially in the same form as **Exhibit A** to the email addresses for Settlement Class Members identified by Defendant.

4. Mail Notice. If an original Email Notice is returned as undeliverable, or if no valid email address is located for a Settlement Class Member, the Settlement Administrator will send a Mail Notice in substantially the same form as **Exhibit C** via first class U.S. mail, postage pre-paid to the California shipping address provided by Defendant and associated with the Settlement Class Member's most recent purchase on tuftandneedle.com to a California address. The Mail Notice will instruct Settlement Class Members to provide the Settlement Administrator with a current email address for Settlement purposes only by the Claim Deadline. The Settlement Administrator shall provide Defendant all email addresses provided by Class Members within **fourteen (14) calendar days** after the Claim Deadline.

5. Website Notice. The Settlement Administrator will establish and maintain the Settlement Website. The Settlement Website will be dedicated to the Settlement. On the Settlement Website will be posted the Long Form Notice, the Claim Form, a copy of this Agreement, the Preliminary Approval Order, any motion filed by Plaintiff seeking attorneys' fees, costs, and an incentive award (after it is filed), and any other materials the Parties agree to include. The Settlement Website shall also provide for the straightforward and user-friendly online submission of Claim Forms, and instructions as to how to access further case information, including through the Court. The Settlement Website will also explain Settlement Class Members' right to opt out of or object to the Settlement, and provide the dates to opt out of or object to the settlement. The Settlement Website shall also state the date of the Fairness Hearing, that the date may change without further notice, and that Settlement Class Members should be advised to check the Settlement Website to confirm that the date has not been changed. These documents and information shall be available on the Settlement Website no later than the Notice Deadline and remain until 30 days after distribution of all Settlement Awards. The Settlement Website shall not include any advertising and shall not bear or include Defendant's logo or trademarks.

6. Toll-Free Number. The Settlement Administrator shall establish and host an automated case-specific toll-free number to allow Class Members to learn more and to request further information about the Action.

D. Claim Process. Settlement Class Members may elect to receive a Cash Benefit in an amount equal to 45% of the discount Defendant represented they would receive on each mattress they purchased on Defendant's website during the Class Period by submitting a valid Claim Form to the Settlement Administrator via a web form on the Settlement Website during the Claim Period. Settlement Class Members may, at their option, submit a paper Claim Form which will be accepted upon receipt as valid by the Settlement Administrator if the claim is otherwise valid and timely. Settlement Class Members who do not submit a Claim Form electing to receive payment in the form of a Cash Benefit shall automatically receive a Website Credit equal to 45% of the aggregate discount Defendant represented that they would receive on each mattress they purchased on Defendant's website during the Class Period, without the need to file a Claim or take any other affirmative step.

The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims. This will include requiring Class Members to use a class member identifier to access and file claims (which will be provided to Class Members in the Class Notice), as well as potentially validating claims against Defendant's records. The Settlement Administrator shall have the right to audit Claims, and the Settlement Administrator may request additional information from Settlement Class Members submitting Claims. If any Settlement Class Member submits a Claim Form and elects to receive a Cash Benefit but fails to follow the instructions included on the Claim Form, the Cash Benefit election shall be denied, and such Settlement Class Member shall instead receive payment in the form of Website Credit. The Settlement Administrator shall maintain records of all Claim Forms until **ninety (90) days** after all valid Claims have been finally resolved and the Settlement Administrator has issued payment to those Settlement Class Members who submitted valid Claims and elected to receive a Cash Benefit, and such records will be made available upon request to Class Counsel and Defendant's counsel at the end of the ninety (90) day period. The Settlement Administrator also shall provide such reports, declarations, and such other information to the Court as the Court may require or as Class Counsel or Defendant requests.

E. Final Tally. The Settlement Administrator shall provide weekly reports to counsel for Defendant and Plaintiff stating the number of Claims received, the number of Claims electing the Cash Benefit option, the number of any Claims electing the Cash Benefit option that have been denied, and the number of objections or opt-out requests received by the Settlement Administrator. Within **seven (7) calendar** days after the close of the Claim Period, the Settlement Administrator shall provide the Parties with the total number of valid and timely Claims received and approved electing the Cash Benefit option and the amount of the total discounts received on discounted mattress products by the Class Members who submitted those claims, to calculate the total Cash Benefit fund. The Settlement Administrator shall also provide Defendant with a list of Settlement Class Members who submitted a valid and timely Claim electing the Cash Benefit option and the total number of discounted mattresses purchased during the Class Period by each Class Member.

F. Class Counsel and Defendant will cooperate with the Settlement Administrator in an effort to reasonably manage and reduce Administration Costs.

**V. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT**

A. Objections. Only Settlement Class Members may object to the Settlement. A Settlement Class Member who wishes to object to the Settlement must do so in writing by the Objection/Exclusion Deadline. All written objections and supporting papers must (a) contain and clearly identify the case name and number; and (b) be mailed to the Settlement Administrator. The Settlement Administrator will provide any written objections received to the Parties **within five (5) calendar days**, and Class Counsel will file them with the Court. Written objections must also contain: (1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by legal support for the objection (if any); (3) any papers, briefs or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; (6) proof of membership in the Class, or a signed statement attesting, under penalty of perjury, that they were

a California resident who purchased one or more mattresses advertised at a discount on Defendant's website during the Class Period; (7) a list of all objections filed by the objector and his or her counsel to class action settlements in the last three years; and (8) the signature of the Settlement Class Member and her or his counsel, if any. No Settlement Class Member shall be heard at the Fairness Hearing (whether individually or through separate counsel) unless written notice of the Settlement Class Member's intention to appear at the Fairness Hearing, and copies of any written objections or briefs, have been timely submitted. The date of the postmark on the mailing envelope or a legal proof of service accompanied by a file-stamped copy of the submission shall be the exclusive means used to determine whether an objection and/or notice of intention to appear has been timely served. If the postmark is illegible, the objection and/or notice to appear shall be deemed untimely unless it is received by the Settlement Administrator within **two (2) calendar days** of the Objection/Exclusion Deadline. Settlement Class Members who fail to timely submit a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Class Counsel shall, at least **fourteen (14) calendar days** (or such other number of days as the Court shall specify) before the Fairness Hearing, file any responses to any written objections submitted by Settlement Class Members in accordance with this Agreement.

B. Procedure for Requesting Exclusion. Settlement Class Members who wish to opt out of this Settlement must submit a written statement to the Settlement Administrator by the Objection/Exclusion Deadline. To be valid, each request for exclusion must: (a) state the Settlement Class Member's name, address, and phone number; (b) be signed by the Settlement Class Member; and (c) include the statement "I/we request to be excluded from the class settlement in *Emily Chebul. v. Tuft & Needle, LLC*" and include the case number. No "class" or "mass" exclusions shall be permitted. Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be null, void, and ineffective. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Settlement Class Member's opt-out/exclusion request has been timely submitted. If the postmark

is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Settlement Administrator within **two (2) calendar days** of the Objection/Exclusion Deadline. Any Settlement Class Member who properly opts out of the Settlement Class using this procedure will not be entitled to any Settlement Award, will not be bound by the Settlement, and will not have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement and any final judgment entered in this litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement.

C. Termination Right. In its sole discretion and at its sole option, Defendant has the unconditional right, but not the obligation, to terminate this Agreement if the total number of opt-outs exceeds 5% of the Settlement Class.

D. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Members to object to the Settlement or request exclusion from participating as a Settlement Class Member or encourage any Settlement Class Member to appeal from the final judgment.

## **VI. PRELIMINARY APPROVAL OF SETTLEMENT**

Following full execution of this Agreement, Plaintiff will move the Court for entry of a Preliminary Approval Order that specifically includes provisions that: (a) preliminarily approve the Settlement as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for Settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for Settlement purposes only; (c) approve the forms of Class Notice and find that the notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and the applicable rules governing class action settlements; (d) direct that notice be provided to the Settlement Class, in accordance with

this Agreement, by the Notice Deadline; (e) establish a procedure for persons in the Settlement Class to object to the Settlement or exclude themselves from the Settlement Class by the Objection/Exclusion Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene; (f) approve the Claim Form and the Claims Process described herein, and set a deadline for timely submission of claims; (g) pending final determination of whether the Settlement should be approved, bar all persons in the Settlement Class from commencing or prosecuting against any of the Discharged Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims; (h) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action except those related to effectuation of the Settlement; (i) schedule the Fairness Hearing on Final Approval of the Settlement; and (j) provide that, in the event the proposed Settlement set forth in this Agreement is not approved by the Court, or in the event that this Agreement becomes null and void pursuant to its terms, this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy; and that in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement. In the event the Court does not enter a Preliminary Approval order like that described herein, or decides to do so only with substantial modifications, then the Parties have the right, but not the obligation, to terminate this Agreement, subject to Section III.B above.

## **VII. FINAL APPROVAL OF SETTLEMENT**

Not later than **seventy-five (75) calendar days** after Preliminary Approval, or on a date ordered by the Court, Plaintiff shall file a Motion for Final Approval of the Settlement. Plaintiff shall request that the Court enter a Final Approval Order that specifically includes provisions that:

(a) finally approve the Settlement as fair, reasonable and adequate to the Settlement Class

Members; (b) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and the applicable rules governing class action settlements; (c) approve the plan of distribution of the Settlement Awards; (d) finally certify the Settlement Class; (e) confirm that Plaintiff and the Settlement Class Members have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Released Claims against the Discharged Parties; and (f) dismiss the Action with prejudice, without costs to any Party, except as provided in this Agreement, and subject to the Court's retaining continuing jurisdiction over the Parties for the purpose of enforcement of the terms of this Agreement.

**VIII. UNCASHED SETTLEMENT AWARDS**

To the extent Settlement Awards are provided by check instead of electronically, the expiration date for settlement checks will be 180 calendar days from the date the settlement checks are issued, unless otherwise extended by agreement of the Parties. Un-cashed settlement checks may be reissued where appropriate, including where the Settlement Class Member states that he or she never received the check, in which case the Settlement Administrator will stop payment on the uncashed check and re-issue the check. Any funds remaining because of un-cashed checks will be sent by the Settlement Administrator to National Consumer Law Center and will not revert to Defendant. Neither Plaintiff's nor Defendant's Counsel has any relationship with the National Consumer Law Center.

**IX. PARTIES' AUTHORITY**

The signatories each represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.

**X. MUTUAL FULL COOPERATION**

The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and the taking of such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to

this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the assistance and cooperation of Defendant and its counsel, shall take all necessary steps to secure the Court’s preliminary and final approval of this Agreement. Defendant will not attempt to discourage Settlement Class Members from filing claims.

**XI. NO ADMISSION**

This Agreement is not to be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all liability for claims asserted in the Action. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a settlement document and shall, pursuant to Fed. R. Evid. 408 and related or corresponding state evidence laws, be inadmissible in evidence in any proceeding, action, arbitration, or hearing, including without limitation any litigation or regulatory proceeding or action, to establish liability. The preceding sentence shall not apply to an action or proceeding to approve or enforce this Agreement.

**XII. NOTICES**

Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be in writing and shall be deemed served on the date of emailing or mailing by United States registered or certified mail, return receipt requested, addressed as follows:

<u>For The Class</u>	<u>For Defendant</u>
Simon Franzini DOVEL & LUNER, LLP 201 Santa Monica Blvd., Suite 600 Santa Monica, California 90401 simon@dovel.com	Matthew Splitek Quarles & Brady LLP 33 East Main Street, Suite 900 Madison, Wisconsin 53703 matthew.splitek@quarles.com

**XIII. CONSTRUCTION**

The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations and drafting by and between the Parties, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement.

**XIV. MATERIAL TERMS; CAPTIONS**

Each term of this Agreement is a material term of the Agreement not merely a recital, and reflects not only the intent and objectives of the Parties but also the consideration to be exchanged by the Parties hereunder.

Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

**XV. INTEGRATION CLAUSE**

This Agreement contains the entire agreement between the Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are extinguished.

**XVI. NON-EVIDENTIARY USE**

Neither this Agreement nor any of its terms shall be offered or received into evidence in the Action, or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in any proceeding to enforce, construe, or finalize this Agreement.

**XVII. NO COLLATERAL ATTACK**

This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices to the Settlement Class after the judgment and dismissal is entered. Such prohibited collateral attacks shall include claims that a Settlement Class Member's Settlement Award was improperly calculated or adjusted or that a Settlement Class Member failed

to receive timely notice of the procedure for disputing the calculation of the individual Settlement Award or failed to submit a timely dispute letter for any reason.

**XVIII. AMENDMENTS**

The terms and provisions of this Agreement may be amended only by a written agreement, which is both (1) signed by the Parties who have executed this Agreement and (2) approved by the Court.

**XIX. ASSIGNMENTS**

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party or Settlement Class Member without the express written consent of each other Party hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and Settlement Class Members under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

**XX. GOVERNING LAW**

This Agreement shall be governed by, construed, and interpreted and the rights of the Parties determined in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

**XXI. BINDING ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

**XXII. TAX CONSEQUENCES**

No opinion concerning the tax consequences of this Settlement to any Settlement Class Member is given or will be given by Defendant, Defendant's counsel, or Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. The Long Form Notice provided on the Settlement Website will direct Settlement Class Members to consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with

respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

**XXIII. CLASS COUNSEL SIGNATORIES**

It is agreed that because the Settlement Class appears to be so numerous, it is impossible or impractical to have each member of the class execute this Agreement. The notice plan set forth herein will advise Settlement Class Members of all material terms of this Agreement, including the binding nature of the releases and thus shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

**XXIV. COUNTERPARTS**

This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and the Settlement Class. This Agreement may be delivered originally or by email or other electronic means, and the delivered image or electronic signature shall be treated as an original.

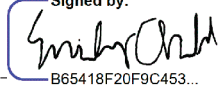
**XXV. CONTINUING JURISDICTION**

The Superior Court of the State of California for the County of San Diego shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Agreement and its own orders and judgments. In the event of a breach by Defendant, a Settlement Class Member or Class Counsel under this Agreement, the Court may exercise all equitable powers over Defendant, such Settlement Class Member or Class Counsel to enforce this Agreement and the Final Order and Judgment irrespective of the availability or adequacy of any remedy at law. Such powers include, among others, the power of specific performance and injunctive relief.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement as of the dates indicated below:

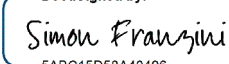
**Class Representative and Class Counsel**

Dated: 10/31/2025

Signed by:  
By:  \_\_\_\_\_  
B65418F20F9C453...  
Emily Chebul, individually and on behalf of the  
Settlement Class

DOVEL & LUNER, LLP

Dated: 10/31/2025

DocuSigned by:  
By:  \_\_\_\_\_  
5ABC15D58A40496...  
Simon Franzini

Attorneys for Plaintiff and the Settlement Class

**Defendant and Defense Counsel**

Dated:

Tuft & Needle, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated:

QUARLES & BRADY LLP

By: \_\_\_\_\_

Attorneys for Defendant

**Class Representative and Class Counsel**

Dated:

By: \_\_\_\_\_  
Emily Chebul, individually and on behalf of the  
Settlement Class

DOVEL & LUNER, LLP

Dated:

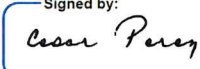
By: \_\_\_\_\_  
Simon Franzini

Attorneys for Plaintiff and the Settlement Class

**Defendant and Defense Counsel**

Dated: November 3, 2025

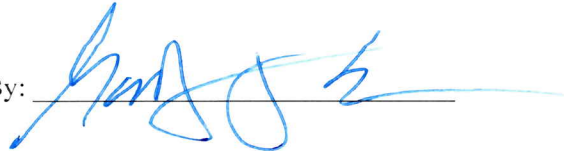
Tuft & Needle, LLC

By:  \_\_\_\_\_  
Signed by:  
ACF92332GGA140G...

Title: Chief Financial Officer

Dated: 11/04/2025

QUARLES & BRADY LLP

By:  \_\_\_\_\_

Attorneys for Defendant

# EXHIBIT A

TO: «Settlement Class Member Email Address»  
FROM: Tuft & Needle Settlement Administrator  
RE: LEGAL NOTICE OF CLASS ACTION SETTLEMENT – *Chebul v. Tuft & Needle LLC*

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«FIRST NAME» «LAST NAME»  
Notice ID: «Notice ID»  
Confirmation Code: «Confirmation Code»

**TO ALL PERSONS WHO PURCHASED WHO PURCHASED ONE OR MORE MATTRESSES  
ADVERTISED AT A DISCOUNT ON TUFTANDNEEDLE.COM WHILE IN THE STATE OF  
CALIFORNIA, FROM JANUARY 1, 2020 TO DECEMBER 31, 2024.**

**Read This Notice Carefully. You Could Receive Compensation From This Class Action Settlement.**  
**This Court-Authorized Notice describes your rights and gives information about the proposed settlement.**  
**This notice is only a summary. Details of the settlement are available at [Settlement Website] or by writing to  
or calling the Class Action Settlement Administrator at the address or toll-free number below.**

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### **What Is This Case About?**

In the lawsuit entitled *Emily Chebul v. Tuft & Needle, LLC*, Case No. [Case Number] filed in the Superior Court of the State of California for the County of San Diego, Plaintiff Emily Chebul (“Plaintiff” or “Class Representative”), on behalf of herself and a proposed class, alleges that Defendant deceptively advertised various discounts of its mattress products on its website, tuftandneedle.com. Defendant denies that it misled consumers, disputes that it has done anything wrong, and believes its advertising was accurate and lawful. The lawsuit seeks money damages, as well as attorneys’ fees and costs. The Court has not ruled on the merits of the claims or Defendant’s defenses.

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### **Who Is A Settlement Class Member?**

The Settlement includes the following consumers (“Settlement Class Members”):

- 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.

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### **What Are The Terms Of the Settlement?**

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.

In addition to these benefits, Defendant has also agreed to pay notice and administration costs estimated to be \$ [redacted], 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 [Settlement Website].

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### How Do You Choose Your Settlement Benefit?

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To receive a Cash Benefit, you must submit a signed and completed Claim Form online to the Class Action Settlement Administrator by **no later than [Claim Deadline]**. Claim Forms may also be submitted to the Class Action Settlement Administrator by mail if postmarked **no later than [Claim Deadline]**. The Claim Form is available at [Settlement Website]. If you placed more than one qualifying mattress order during the Class Period, you need only submit one Claim Form to receive a Cash Benefit that includes the amount owed for each mattress purchase during the Class Period. To receive a Website Credit, you do not have to do anything. If you do not submit a signed and completed Claim Form to the Class Action Settlement Administrator by **[Claim Deadline]**, you will automatically receive a Website Credit.

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### What Are My Other Options?

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If you do not want to be legally bound by the Settlement, you may opt out of the Settlement by sending a request for exclusion to the Class Action Settlement Administrator **no later than [Objection/Exclusion Deadline]**. If you exclude yourself from the Settlement, you will not receive a Cash Benefit or Website Credit from the Settlement. If you do not opt out of the Settlement, you will be bound by any judgment approving the Settlement and will give up any right to sue Defendant for any claims under federal and state law that arise from or relate to the allegations concerning Defendant's advertising practices in this action.

If you stay in the Settlement (i.e., do not exclude yourself from the Settlement), you may object to the Settlement by writing to the Court explaining why you do not like the Settlement by **no later than [Objection/Exclusion Deadline]**. Additional information about opting out of or objecting to the Settlement is available at [Settlement Website]. You will be bound by the Settlement if your objection is rejected and will still receive a Settlement Award.

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### Final Approval Hearing

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The Court will hold a hearing in this case to consider whether to approve the Settlement on [Fairness Hearing Date], at [Fairness Hearing Time], [Courthouse], [Address]. The date of the Final Approval Hearing may change without further notice to the Settlement Class. Settlement Class Members should be advised to check the settlement website to confirm that the date has not been changed and whether the hearing may be held virtually.

**THIS NOTICE IS ONLY A SUMMARY. MORE INFORMATION ABOUT THE LAWSUIT AND THE PRECISE TERMS AND CONDITIONS OF THE SETTLEMENT IS AVAILABLE AT [Settlement**

**Website], OR BY WRITING OR CALLING THE CLASS ACTION SETTLEMENT ADMINISTRATOR AT [Settlement Administrator Address] OR [Phone Number] (TOLL-FREE), OR CLASS COUNSEL, WHOSE CONTACT INFORMATION CAN BE FOUND AT <https://www.dovel.com>.**

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

***Unsubscribe***

# EXHIBIT B

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

*Emily Chebul v. Tuft & Needle, LLC*, Case No. [Case Number]

**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 \$ [redacted], 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 [Settlement Website].
- 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 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:

<b>DO NOTHING</b>	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.
<b>SUBMIT A CLAIM FORM</b> <b>DEADLINE: [DATE]</b>	If you submit a valid Claim Form by [Claim Deadline], 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 only submit one Claim Form. By submitting a Claim Form, you will give up certain rights to sue Defendant.
<b>EXCLUDE YOURSELF FROM THE CASE</b> <b>DEADLINE: [DATE]</b>	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 [Objection/Exclusion Deadline].
<b>OBJECT TO THE SETTLEMENT</b> <b>DEADLINE: [DATE]</b>	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 [Objection/Exclusion Deadline].

- 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. [Case Number] (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 [[Settlement Website](#)].

### **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 [[Settlement Website](#)].

## **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 provide 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 \$ [redacted], 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 [Settlement Website].

#### **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 provide 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 [\[Objection/Exclusion Deadline\]](#) 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 [\[Claim Deadline\]](#), will receive the Website Credit. A Claim Form is available on the internet at [\[Settlement Website\]](#). Read the instructions carefully, fill out the form, sign it, and submit it online no later than [\[Claim Deadline\]](#). You may also submit a Claim Form by mail if postmarked by no later than [\[Claim Deadline\]](#).

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 [\[Fairness Hearing Date\]](#), 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 [\[Settlement Website\]](#). 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. [Case Number].”*” 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 [Objection/Exclusion Deadline], to the Class Action Settlement Administrator at the following address:

[Address]

**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 file 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. [Case Number]”*), and (b) be mailed to the Settlement Administrator postmarked on or before [Objection/Exclusion Deadline].

[Address]

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 at [Fairness Hearing Date], at the [Courthouse], [Address]. 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 [Objection/Exclusion Deadline]. 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 [Settlement Website], or by calling toll-free [Phone Number], or by writing to the Class Action Settlement Administrator at [Address]. 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.**

# EXHIBIT C

**TO ALL PERSONS WHO PURCHASED  
WHO PURCHASED ONE OR MORE  
MATTRESSES ADVERTISED AT A  
DISCOUNT ON TUFTANDNEEDLE.COM  
WHILE IN THE STATE OF CALIFORNIA,  
FROM JANUARY 1, 2020 TO DECEMBER  
31, 2024.**

**Read This Notice Carefully. You  
Could Receive Compensation  
From This Class Action  
Settlement.**

This Court-Authorized Notice describes your rights and gives information about the proposed settlement. This notice is only a summary. Details of the settlement are available at [Settlement Website] or by writing to or calling the Class Action Settlement Administrator at the address or toll-free number on the back of this notice.

*Chebul v. Tuft & Needle LLC Settlement*  
c/o Administrator  
[Address]

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: « Confirmation Code »

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

# EXHIBIT D

Your claim form  
must be submitted  
online or  
postmarked by:  
[Claim Deadline]

Superior Court of the State of California  
for the County of San Diego  
*Emily Chebul v. Tuft & Needle, LLC,*  
Case No. [Case Number]

Claim Form

**TUFT & NEEDLE SETTLEMENT  
CLAIM FORM FOR CASH BENEFIT**

INSTRUCTIONS

This class action alleges that Defendant violated California law by deceptively advertising various discounts of its products on its website, tuftandneedle.com. Defendant denies these allegations.

**You are a Settlement Class Member if you:**

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

**If you wish to receive your Settlement Award in the form of cash ("Cash Benefit") rather than credit you must submit a valid Claim no later than [Claim Deadline].**

If you placed more than one qualifying mattress order during the Class Period, you need only submit one Claim Form to receive your full Cash Benefit. If you wish to receive your Settlement Award in the form of credit ("Website Credit"), then you do not have to do anything – you will automatically receive the credit so long as you are a Settlement Class Member and do not exclude yourself from the Settlement. Settlement Awards will be equal to 45% of the discount Defendant represented that a Class Member would receive on each mattress they purchased on tuftandneedle.com during the Class Period, regardless of whether they are received as a Cash Benefit or Website Credit.

**Cash Benefits will be mailed to you by check or provided by digital payment.** Please ensure you provide a current, valid mailing address, email address, and mobile phone number with your Claim submission. If the mailing address, email address, or mobile phone number you include with your submission becomes invalid for any reason, it is your responsibility to provide accurate updated contact information to the Settlement Administrator to receive a payment.

The information provided on this Claim Form will be used solely by the Court-approved Settlement Administrator for the purposes of administering the Settlement and will not be provided to any third party or sold for marketing purposes.

**SUBMITTING YOUR CLAIM FORM**

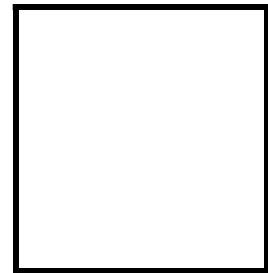
Claim Forms may be submitted online at **WEBSITE** by **DEADLINE**, or completed and mailed **postmarked no later than DEADLINE** to:

**ADDRESS**

If you have any questions, please contact the Settlement Administrator by email at **EMAIL ADDRESS** or by mail at the address listed above.

Your claim form  
must be submitted  
online or  
postmarked by:  
[Claim Deadline]

Superior Court of the State of California  
for the County of San Diego  
Emily Chebul v. Tuft & Needle, LLC,  
Case No. [Case Number]



**Claim Form**

**I. YOUR CONTACT INFORMATION AND MAILING ADDRESS**

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if you received a Notice)

Please ensure you provide a current, valid mailing address, email address, and mobile phone number with your Claim submission. If the mailing address, email address, or mobile phone you include with your submission becomes invalid for any reason, it is your responsibility to provide the Settlement Administrator with a current, valid mailing address, email address, and mobile phone for payment. The current address you provide here does not need to be the same address you used for your purchase(s) from Defendant's website.

**II. PAYMENT SELECTION**

Please select **one** of the following payment options:

- Prepaid Mastercard** - Enter an email address to receive the Prepaid Mastercard: \_\_\_\_\_
- PayPal** - Enter your PayPal email address: \_\_\_\_\_
- Venmo** - Enter the mobile number associated with your account: \_\_\_\_ - \_\_\_\_ - \_\_\_\_
- Zelle** - Enter the email address or mobile number associated with your account: \_\_\_\_\_
- Physical Check** - Payment will be mailed to the address provided above.

**III. CERTIFICATION**

By signing this Claim submission, I certify, under penalty of perjury under the laws of the United States, that the information included with this Claim submission is true, accurate, and complete to the best of my knowledge, information, and belief. If I am submitting this Claim submission on behalf of a Claimant, I certify that I am authorized to submit this Claim submission on the individual's behalf. I am, or the individual on whose behalf I am submitting this Claim submission is, a member of the Settlement Class, and have not submitted a request to exclude myself, or "opt out of," the Settlement. I agree to furnish additional information regarding this Claim if so requested to do so by the Settlement Administrator. **By signing below, I agree and consent to be communicated with electronically via email and/or mobile phone text (message & data rates may apply).**

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

**What is this Case About?** In this lawsuit, Plaintiff alleges that Defendant deceptively advertised various discounts of its mattress products on its website, tuftandneedle.com. Defendant disputes the allegations, denies that it misled consumers, and believes its advertising was accurate and lawful. You are receiving this Notice because Defendant's records indicate that you may be a Settlement Class Member. Settlement Class Members include all consumers who purchased one or more mattresses advertised at a discount on tuftandneedle.com while in the state of California, from January 1, 2020 to December 31, 2024.

**What are the Settlement Benefits?** 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 \$\_\_\_\_, 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 [Settlement Website].

**How do I Choose a Settlement Award?** To receive the Cash Benefit, you must submit a Claim Form online, available at [Settlement Website], by [Claim Deadline]. You can also mail the Claim Form to the Settlement Administrator, postmarked by [Claim Deadline]. If you placed more than one qualifying mattress order during the Class Period, you need only submit one Claim Form to receive a Cash Benefit that includes the amount owed for mattress purchase placed during the Class Period. To receive a Website Credit, you do not have to do anything. But, to ensure you receive a Website Credit, please provide a current email address at [Settlement Website] by [Claim Deadline]. If you do not submit a timely Claim Form, you will automatically receive a Website Credit.

**What are my Other Options?** If you do nothing, you will automatically receive a Website Credit. You will be legally bound by the terms of the Settlement, and you will release your claims against Defendant. If you do not want to be legally bound by the Settlement, you may opt out of the Settlement by [Objection/Exclusion Deadline]. If you opt-out, you will not receive a Cash Benefit or Website Credit from the Settlement. If you do not opt-out, you can object to the Settlement by [Objection/Exclusion Deadline]. Please visit [Settlement Website] for more information on how to opt-out of or object to the Settlement.

**The Court's Final Approval Hearing.** The Court will hold a hearing in this case to consider whether to approve the Settlement on [Fairness Hearing Date] at [Fairness Hearing Time], [Courthouse], [Address]. The date of the Final Approval Hearing may change without further notice to the Settlement Class. Settlement Class Members should be advised to check the settlement website to confirm that the date has not been changed and whether the hearing may be held virtually.

**This notice is only a summary. For more information, visit [Settlement Website] or write or call the class action Settlement Administrator at [Settlement Admin Address] OR [Phone Number] (toll-free).**

# ClassAction.org

This complaint is part of ClassAction.org's searchable [class action lawsuit database](#)

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