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FILED
Clerk of the Superior Court
AUG 28 2026
By: I. Marin

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

CASSANDRA WEBB, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

PUFFY LLC,

Defendant.

Case No. 26CU036340N

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

The Court, having considered Plaintiff's Unopposed Motion for Conditional Class Certification and Preliminary Approval of Class Action Settlement and all supplements thereto (collectively, the "Motion"), the Settlement Agreement executed on July 1, 2026 (the "Settlement Agreement") filed with the Motion, and having heard argument, if any, rules as follows:

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

2. This Court finds that it has jurisdiction over the subject matter of this action and over all Parties to the Action.

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

> All persons who purchased one or more mattresses advertised at a discount from Puffy.com while in the State of California during the Class Period.

The Class Period means July 29, 2021 to the date of this Order. Membership in the Settlement Class will be determined from Defendant's records.

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

5. The Court provisionally finds that members of the Settlement Class are ascertainable; that members of the Settlement Class are so numerous that joinder of all members would be impracticable; that the litigation and proposed Settlement raises issues of law and fact

common to the claims of the Class Members and these common issues predominate over any issues affecting only individual members of the Settlement Class; that the claims of the named Plaintiff are typical of the claims of the Settlement Class; that in prosecuting this Action and negotiating and entering into the Settlement Agreement, the named Plaintiff and her counsel have fairly and adequately protected the interests of the Settlement Class and will adequately represent the Settlement Class in connection with the Settlement; and that a class action is superior to other methods available for adjudicating the controversy.

6. **Class Representative**: The Court provisionally appoints Cassandra Webb as the Class Representative of the Settlement Class.

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

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

9. **Fair, Reasonable, and Adequate**: The Court has reviewed the Settlement Agreement and finds that the Settlement memorialized therein falls within the range of reasonableness and potential final approval, thereby meeting the requirements for preliminary approval. The Court finds that the Settlement resulted from arm's-length negotiations between the Parties and their well-informed and experienced counsel. These negotiations were assisted by an experienced and neutral mediator, the Honorable Morton Denlow (Ret.), who ultimately issued a mediator's proposal accepted by the Parties. The Settlement itself provides direct relief to each Class Member in the form of a Cash Benefit or a Credit Benefit, which can be applied towards any purchase on Defendant's website. In short, the Settlement appears fair, reasonable, adequate, and within the range of possible final approval, and thus, notice to members of the Settlement Class should issue as directed below.

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

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

a. The Notice Date shall be 45 days after the date of entry of this Order.

b. The deadline for Settlement Class Members to opt out of or object to the Settlement Agreement (the "Objection/Exclusion Deadline") shall be 30 days after the Notice Date.

c. Any Motion for Attorneys' Fees, Costs, and an Incentive Award shall be filed at least 14 days before the Objection/Exclusion Deadline.

d. The deadline for Settlement Class Members to submit a Claim Form to receive a Cash Benefit (the "Claim Deadline") shall be 60 days after the Notice Date.

e. The Motion for Final Approval shall be filed no later than 16 court days prior to the Final Approval Hearing.

f. The Final Approval Hearing date shall be on 2/19/2027 at 1:30 pm **[TIME]** in Department N-31 of this Court.

12. **Claims, Objections, and Requests for Exclusion**:

a. The Court approves the content of the Claim Form and approves and adopts the claims procedures set forth in the Settlement Agreement.

b. In addition, the Court hereby approves and adopts the procedures and manner governing all requests to be excluded from the Settlement Class, and for objecting to the Settlement Agreement, as provided for in the Settlement Agreement. The Court orders that Class Members will have 30 days to opt out of or object to the Settlement Agreement following the Notice Date. After this date, no person shall be allowed to object to the Settlement, or exclude themselves from the Settlement Class, or seek to intervene.

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

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

15. **Other Provisions**: If for any reason the Court does not execute and file an order of Final Approval, or in the event that the Settlement becomes null and void pursuant to its terms, or if the Effective Date does not occur for any reason, the Parties will be restored to the status quo ante as set forth in the Settlement. All orders entered in connection with this Settlement, including this order conditionally certifying the Settlement Class, will become null and void and shall have no further force and effect, and shall not be used or referred to in this or other actions (except as permitted under the Settlement Agreement). Moreover, the Settlement

Agreement, and all negotiations and proceedings related to it, will be deemed to be without prejudice to the rights of any and all Parties, who shall be restored to their respective positions as of the date of the Settlement Agreement.

Good cause appearing therefore, IT IS SO ORDERED.

DATED: 8/28, 2026

Honorable Victor M. Torres
Judge of the Superior Court