

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FILED
Clerk of the Superior Court

JUN 26 2026

By: A. Wagoner

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

BRYNN GROSSMAN, SEAN PHILLIPS,
JONATHAN SHEIL, and BAASIL KHAN,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

NIGHT US LLC, AND BROOKLYN
BEDDING LLC,

Defendants.

Case No. 26CU017232N

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

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

1 The Court, having considered Plaintiffs' Unopposed Motion for Conditional Class
2 Certification and Preliminary Approval of Class Action Settlement and all supplements thereto
3 (collectively, the "Motion"), the Settlement Agreement dated April 21, 2026 (the "Settlement
4 Agreement") filed with the Motion, and having heard argument, if any, rules as follows:

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

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

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

14 All persons who, while physically in the state of California or as a resident of the state
15 of California, purchased one or more mattresses advertised at a discount on leesa.com,
16 brooklynbedding.com, helixsleep.com, or bearmattress.com during the Class Period.

17 The Class Period means: (1) July 28, 2019, to March 11, 2024, for purchases made on
18 leesa.com, (2) September 5, 2020, to March 31, 2024, for purchases made on
19 brooklynbedding.com; (3) October 2, 2020, to March 31, 2024, for purchases made on
20 helixsleep.com; and (4) June 4, 2021, to April 1, 2024, for purchases made on bearmattress.com.

21 4. This certification of the preliminary Settlement Class under this Order is for
22 settlement purposes only and is subject to the Final Approval Hearing. Certification shall not
23 constitute, nor be construed as, an admission by Defendants that any other proposed or certified
24 class action is appropriate for class treatment.

25 5. The Court provisionally finds for settlement purposes only that members of the
26 Settlement Class are ascertainable; that members of the Settlement Class are so numerous that
27 joinder of all members would be impracticable; that the litigation and proposed Settlement raise
28

1 issues of law and fact common to the claims of the Settlement Class Members and these common
2 issues predominate over issues affecting only individual members of the Settlement Class; that
3 the claims of the named Plaintiffs are typical of

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

9 7. If the Settlement Agreement does not receive the Court's final approval, or if final
10 approval is reversed or vacated on appeal, or if the Settlement Agreement is terminated or
11 otherwise fails to become effective, the Court's grant of class certification shall be vacated, and
12 the Class Representatives and the Settlement Class will once again bear the burden of
13 establishing the propriety of class certification. In such case, neither the certification of the
14 Settlement Class for settlement purposes, nor any other act relating to the negotiation or
15 execution of the Settlement Agreement or the motion for preliminary approval shall be
16 considered as a factor in connection with any class certification issue(s).

17 8. **Class Representative**: The Court provisionally appoints Brynn Grossman, Sean
18 Phillips, Jonathan Sheil, and Baasil Khan as the Class Representatives of the Settlement Class.

19 9. **Settlement Administrator**: The Court appoints the Angeion Group as the
20 Settlement Administrator under the terms of the Settlement Agreement. The Settlement
21 Administrator is directed to publish the Notice and Claim Form on the Settlement Website and to
22 send direct notice via email or mail in accordance with the Notice Plan called for by the
23 Settlement Agreement. The Settlement Administrator shall also maintain the Settlement Website
24 to provide full information about the Settlement and allow for the filing of claims online.

25 10. **Class Counsel**: For purposes of settlement only, the Court finds that counsel for
26 the Settlement Class—Simon Franzini, Jonas Jacobson, and Grace Bennett of Dovel & Luner,

27

28

1 LLP—are qualified, experienced, and skilled attorneys capable of adequately representing the
2 Settlement Class, and they are provisionally approved as Settlement Class Counsel.

3 11. **Fair, Reasonable, and Adequate:** The Court has reviewed the Settlement
4 Agreement and finds that the Settlement memorialized therein falls within the range of
5 reasonableness and potential final approval, thereby meeting the requirements for preliminary
6 approval. The Court further preliminarily finds that the Settlement Agreement substantially
7 fulfills the purposes and objectives of the class action, and provides substantial relief to the
8 Settlement Class without the risks, burdens, costs, or delay associated with continued litigation,
9 trial, and/or appeal. The Court finds that the Settlement resulted from arm’s-length negotiations
10 between the Parties and their well-informed and experienced counsel. These negotiations were
11 assisted by an experienced and neutral mediator, Bruce Friedman of JAMS. The Settlement itself
12 provides direct relief to each Class Member in the form of a Cash Benefit or a Credit Voucher.
13 The Court also finds that the Settlement Agreement is not a finding or admission of liability by
14 the Defendants or any other person, nor a finding of the validity of any claims asserted in the
15 Action or of any wrongdoing or any violation of law. In short, the Settlement appears fair,
16 reasonable, adequate, and within the range of possible final approval, and thus, notice to
17 members of the Settlement Class should issue as directed below.

18 12. **Class Notice:** The Court has reviewed and approves, as to form, content, and
19 distribution, the notice plan set forth in the Settlement Agreement, and finds that the notices, in
20 the form attached to the Settlement Agreement, should go out to the Settlement Class in the
21 manner described in the Settlement Agreement. The Court finds that the methods of giving
22 notice prescribed in the Settlement Agreement meet the requirements of Rule 3.769(f) of the
23 California Rules of Court and due process, are the best notice practicable under the
24 circumstances, constitute due and sufficient notice to all persons entitled thereto, and comply
25 with the requirements of the California Constitution, the Constitution of the United States, and
26 all other applicable laws and rules. In addition, the Court finds that no notice other than that
27 specifically identified in the Settlement Agreement is necessary in this Action. The Parties, by
28

1 agreement, may revise the Notice and Claim Form in ways that are not material, or in ways that
2 are appropriate to update those documents for purposes of accuracy or formatting. The
3 Settlement Administrator shall carry out the notice plan as laid out in the Settlement Agreement.

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

6 a. The deadline for sending the Notice to Settlement Class Members (the
7 “Notice Date”), as required under the terms of the Settlement Agreement, shall be
8 30 calendar days after entry of this Order.

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

12 c. Any Motion for Attorneys’ Fees, Costs, and Incentive Awards shall be
13 filed at least 14 calendar days before the Objection/Exclusion Deadline.

14 d. The deadline for Settlement Class Members to file a Claim Form to
15 receive a Cash Benefit (the “Claim Deadline”) shall be 60 calendar days after the
16 Notice Date.

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

19 f. No later than 14 days prior to the Final Approval Hearing, Class Counsel
20 shall provide the Court with any responses to any written objections made by
21 Settlement Class Members.

22 g. The Final Approval Hearing date shall be on 10/16/20 [the
23 *Parties suggest 105 days after Preliminary Order issues*] at

24 1:20 pm [TIME] in Department N-29 of this Court.

25 14. **Claims, Objections, and Requests for Exclusion:**

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

28 b. The Court hereby approves and adopts the procedures and manner for objecting to
[PROPOSED] ORDER RE: (1) CONDITIONAL CLASS CERTIFICATION; AND (2)
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

1 the Settlement Agreement, as provided for in the Settlement Agreement. To be
2 valid, any objection must comply with the objection procedures set forth in the
3 Settlement Agreement. Members of the Class who fail to submit timely written
4 objections in compliance with the requirements of the Settlement Agreement shall
5 be deemed to have waived any objections and shall be foreclosed from making
6 any objections (whether by appeal or otherwise) to the Settlement Agreement or
7 to any of the following subjects: (a) whether the proposed settlement of the
8 Action on the terms and conditions provided for in the Settlement Agreement is
9 fair, reasonable, and adequate and should be given final approval by the Court; (b)
10 whether a judgment and order of dismissal with prejudice should be entered; (c)
11 whether to approve the payment of attorneys' fees and expenses to Class Counsel;
12 whether to approve the payment of attorneys' fees and expenses to Class Counsel;
13 and (d) whether to approve the payment of incentive awards to the Class
14 Representatives.

- 15
- 16 c. The Court hereby approves and adopts the procedures and manner governing all
17 requests to be excluded from the Settlement Class as provided for in the
18 Settlement Agreement. Individuals who opt out of the Settlement Class relinquish
19 all rights to benefits under the Settlement Agreement and will not release their
20 claims. However, members of the Settlement Class who fail to submit a valid and
21 timely request for exclusion shall be bound by all terms of the Settlement
22 Agreement and the Final Judgment, regardless of whether they have requested
23 exclusion from the Settlement Agreement. Each request for exclusion must be
24 submitted individually. So called "mass" or "class" opt-outs shall not be allowed.
- 25
- 26 d. In accordance with the procedures outlined in the Settlement Agreement, any
27 person who falls within the definition of the Settlement Class and who does not
28

1 request exclusion from the Class may enter an appearance in the Action, at their
2 own expense, individually or through counsel of their own choice. Any
3 Settlement Class Member who does not enter an appearance will be represented
4 by Class Counsel.

- 5
6 e. The Court orders that Class Members will have 30 days to opt out of or object to
7 the Settlement Agreement following the Notice Date. After this date, no person
8 shall be allowed to object to the Settlement, or exclude themselves from the
9 Settlement Class, or seek to intervene.

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

14 16. **Stay of Proceedings and Actions**: All proceedings in this Action are stayed until
15 the earlier of the Final Approval of the Settlement or termination of the Settlement Agreement,
16 except as may be necessary to effectuate the Settlement or comply with its terms. Furthermore,
17 pending Final Approval of the Settlement, all Class Members are prohibited from commencing
18 or prosecuting any action, arbitration, or other proceeding in any court, arbitration forum, or
19 tribunal against Defendants (or any of the Released Parties) asserting any of the Released Claims
20 as defined in the Settlement. Defendants shall reserve their right to answer or otherwise respond
21 to the Complaint if for any reason the Settlement is not finally approved. Defendants' time to
22 answer, move or otherwise respond to the complaint herein is hereby tolled effective from the
23 date of the execution of the Term Sheet (January 15, 2026).

24 17. **Other Provisions**:

- 25 a. Members of the Settlement Class shall be bound by all determinations and
26 judgments in the Action concerning the Action and/or Settlement Agreement,
27 whether favorable or unfavorable.

- 1 b. The Court retains jurisdiction to consider all further applications arising out of or
2 connected with the proposed Settlement Agreement. The Court may, at its .
3 discretion, approve the Settlement, with such modifications as may be agreed to
4 by the Parties, if appropriate, without further notice to the Class.
5
6 c. All Settlement Class Members who do not timely exclude themselves from the
7 Settlement: (a) shall be bound by the provisions of the Settlement Agreement and
8 all proceedings, determinations, orders and judgments in the Action relating
9 thereto, including, without limitation, the Judgment or Alternate Judgment, if
10 applicable, and the Releases provided for therein, whether favorable or
11 unfavorable to the Class; and (b) to the fullest extent permitted by law, shall
12 forever be barred and enjoined from directly or indirectly filing, commencing,
13 instituting, prosecuting, maintaining, participating in (as a class member or
14 otherwise), or intervening in any lawsuit, action, cause of action, arbitration,
15 claim, demand, or other proceeding in any jurisdiction, whether in the United
16 States or elsewhere, on their own behalf or in a representative capacity, that is
17 based on any or all of the Released Claims against Defendants and/or any of the
18 Released Parties, as more fully described in the Settlement Agreement.
19
20 d. The Court hereby authorizes the Parties, without further approval from the Court,
21 to agree to and adopt such non-material modifications of the Settlement
22 Agreement, including Exhibits A, B, C, and D thereto, so long as they are
23 consistent in all material respects with the terms of the Settlement Agreement and
24 do not limit or impair the rights of the Settlement Class or materially expand the
25 obligations of Defendants.
26
27
28

1 e. If for any reason the Court does not execute and file an order of Final Approval,
2 or in the event that the Settlement becomes null and void pursuant to its terms, or
3 if the Effective Date does not occur for any reason, the Parties will be restored to
4 the status quo ante as set forth in the Settlement. All orders entered in connection
5 with this Settlement, including this order conditionally certifying the Settlement
6 Class, will become null and void and shall have no further force and effect, and
7 shall not be used or referred to for any purposes whatsoever in this or other
8 actions (except as permitted under the Settlement Agreement). Moreover, the
9 Settlement Agreement, and all negotiations and proceedings related to it, will be
10 deemed to be without prejudice to the rights of any and all Parties, who shall be
11 restored to their respective positions as of the date of the Settlement Agreement.
12 Other than as expressly preserved by the Settlement Agreement in the event of its
13 termination, the Settlement Agreement shall have no further force and effect with
14 respect to any party and shall not be used in the Action or any other proceeding
15 for any purpose. In such an event, all negotiations, proceedings, documents
16 prepared, and statements made in connection therewith, including the submissions
17 made in support of preliminary approval, shall be without prejudice to any person
18 or party hereto, shall not be deemed or construed to be an admission by any party
19 of any act, matter, or proposition, and shall not be used in any manner or for any
20 purpose in any subsequent proceeding in this Action or in any other action in any
21 court or other proceeding, provided, however, that the termination of the
22 Settlement Agreement shall not shield from subsequent discovery any factual
23 information provided in connection with the negotiation of this Settlement
24 Agreement that would ordinarily be discoverable but for the attempted settlement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Good cause appearing therefore, IT IS SO ORDERED.

DATED: 6/24, 2026



Honorable William Y. Wood
Judge of the Superior Court