FILED
Clerk of the Superior Court
OCT 19 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,

v.

NIGHT US LLC, AND BROOKLYN BEDDING LLC,

Defendants.

Case No. 26CU017232N

[~~PROPOSED~~] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Before the Court are Plaintiffs Brynn Grossman, Sean Phillips, Jonathan Sheil, and Baasil Khan's Motions for Final Approval of Class Action Settlement and for Attorneys' Fees, Costs, and Incentive Awards (the "Motions"). The Court held a Final Approval Hearing on October 16, 2026. The Court has reviewed Plaintiffs' Motions and documents submitted in support thereof, the record in this case, the relevant law, and has heard argument (if any). Being fully advised, the Court **GRANTS** Plaintiffs' Motions. The Court **ORDERS** and makes the following findings and determinations:

1. The Court has personal jurisdiction over all of the Parties to this Action, including Class Members. And the Court has subject matter jurisdiction over this Action, and all matters related to the Settlement.

2. The Settlement Agreement ("Agreement") is incorporated by reference into this Order and is adopted by the Court.

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

Approval of Notice and Settlement Administration

4. Direct notice was distributed to Settlement Class Members as ordered in this Court's Preliminary Approval Order.

5. The Court finds that Notice was disseminated in a manner that: (a) constituted the best notice practicable under the circumstances; (b) was reasonably calculated to inform all Class Members of this Action, of the terms and effect of this Settlement, of their right to opt out of or object to this Settlement, of the Final Approval Hearing, of Class Counsel's fees and costs request, and of the Class Representatives' requests for incentive awards; (c) constituted due, adequate and sufficient notice to Class Members; (d) satisfied the requirements of the United States Constitution and all other applicable law; and (e) fully satisfied the requirements of due process and the applicable rules governing class action settlements, including Rule 3.766 of the California Rules of Court.

6. The notices themselves provided all relevant information concerning the claims, the Settlement's terms and impact, and Class Members' ability to opt out of or object to the Settlement. (Declaration of Omeikiea Lorenzano of Angeion Group re: Settlement Administration, Exhibits A-B.) In addition to direct notice, the Settlement Administrator established and maintained a Settlement Website that provided additional information to Class Members, including a FAQ page, contact information, and relevant documents. Further, the Settlement Administrator established and operated a toll-free number established for Class Members to learn more and to request information about the Settlement. In sum, the Court finds that thorough and effective Notice was successfully administered.

Certification of the Settlement Class

7. Pursuant to CRC 3.769, Civil Code section 1781, and Code of Civil Procedure section 382, the Court finally certifies the following Class, for settlement purposes only:

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

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

Excluded from the Settlement Class are: the Settlement Class Member who submitted a timely and valid exclusion request to the Settlement Administrator (identified in Exhibit E to the Lorenzano Declaration), governmental entities, counsel of record (and their respective law firms) for the Parties; Defendants and any of their parents, affiliates, subsidiaries, independent service providers and all of their respective officers and directors; the presiding judge in the Actions or judicial officer presiding over the matter, and all of their immediate families.

8. This Class is the same as was conditionally certified in the Court's Preliminary Approval Order. The Court again finds that this Settlement Class satisfies the requirements of CRC 3.769, Civil Code section 1781, and Code of Civil Procedure section 382.

9. First, the Settlement Class is so numerous that joinder of all Class Members in a single action is impracticable. The Class is ascertainable both through its definition and through Defendants' records. Next, there are numerous common questions of law and fact, and these common questions predominate over all individual questions. In addition, the claims of the Class Representatives are typical of the Settlement Class. And the Class Representatives, along with Class Counsel, have no conflicts with Settlement Class Members and have fairly and adequately represented the Class's interests. Finally, because the claims are numerous and low in value, a class action is a superior mechanism for their resolution.

10. For these reasons, the Court reaffirms its preliminary certification of the Class for settlement purposes, its preliminary appointment of Brynn Grossman, Sean Phillips, Jonathan Sheil, and Baasil Khan as Class Representatives, and its preliminary appointment of Simon Franzini, Jonas Jacobson, and Grace Bennett of Dovel & Luner, LLP as Class Counsel.

The Settlement Warrants Final Approval

11. Pursuant to CRC 3.769, the Court grants final approval of the Settlement.

12. The Settlement is entitled to the presumption of fairness because it was reached through arm's-length bargaining; the Parties' investigation and discovery were sufficient to allow the Parties, their counsel, and the Court to act intelligently; the Parties' counsel is experienced in similar litigation; and there have been no objections submitted.

13. The Settlement was negotiated at arm's length with the aid of an experienced mediator. The Parties engaged in litigation, including discovery and motion practice, before reaching settlement, and spent significant time negotiating and engaging with the mediator before the final Agreement was executed. Thus, the Parties approached negotiations with sufficient information to thoroughly evaluate the value of the case and potential settlement.

14. Class Counsel has substantial experience litigating class actions, including expertise in cases alleging deceptive price advertising, such as this one. So, Class Counsel's recommendation of this Settlement is entitled to weight.

15. The Settlement Administrator has reported that there were zero objections submitted to this Settlement. (Lorenzano Decl. ¶ 21.) And only one Class Member submitted a request for exclusion. (*Id.* ¶ 20; *id.* Exhibit E [identifying the Class Member].) This shows that the Settlement Class overwhelmingly supports the Settlement.

16. In addition to the presumption of fairness, other factors present here show that the Settlement is fair, reasonable, and adequate to all concerned.

17. The Settlement provides significant value to the Class. The Settlement will make available direct compensation to Class Members, in either cash or flexible website credit, at their election. Settlement Class Members who submitted a Claim Form prior to the Claim Deadline will receive their relief in cash. And other Settlement Class Members will be automatically sent their relief in the form of a flexible Credit Voucher. The Court approves this distribution method. In addition to the direct relief, the Settlement also provides other valuable benefits to Class Members, as Defendants will pay for administration costs, attorneys' fees and expenses, and an incentive award to each Class Representative. Thus, the Settlement provides significant relief to Class Members that is well within the range of reasonable outcomes, especially given the potential risks associated with continued litigation.

18. The Court also finds that the Settlement Agreement is not a finding or admission of liability by the Defendants or any other person, nor a finding of the validity of any claims asserted I the Action or of any wrongdoing or any violation of law.

19. The Court finds that the Class Representatives and Class Counsel adequately represented the Class and recommend this Settlement. The Class Representatives actively participated in the Actions and provided valuable services to the Class. And Class Counsel arduously negotiated this Settlement. There are no signs of collusion that give the Court pause.

20. Thus, the Settlement Agreement is fair, reasonable, and adequate to Settlement Class Members. The Court approves the Settlement and the plan of distribution for Settlement Awards. Credit Vouchers and Cash Benefits shall be distributed according to the terms of the Agreement. The Court directs the Parties and the Settlement Administrator to implement and consummate the terms of the Agreement.

Approval of Attorneys' Fees, Costs, and Incentive Awards

21. After considering Class Counsel's Motion for Attorneys' Fees, Costs, and Incentive Awards ("Fee Motion"), the Court grants the requested attorneys' fees and costs, totaling $1,900,000. The Court approves a fee award of $1,879,638.59. The requested fee award is well below the average award of 33.3% of the total recovery regularly granted by California courts, and is justified given the excellent result achieved for the Settlement Class in this case. The Court has considered the relevant factors to assess the reasonableness of the fees, including the results obtained for the Class, the risks presented by the case, Class Counsel's experience in this area and the quality of the work on this case, and that Class Counsel took this case on a contingency basis.

22. The Court has the discretion to forgo a lodestar analysis and finds that a lodestar cross-check is not necessary here. In any event, with the Fee Motion, Class Counsel provided the time spent on the case, and this information reveals that a lodestar analysis would confirm the reasonableness of Class Counsel's fee request. In addition, the multiplier is reasonable and justified.

23. Therefore, Class Counsel's fee request is reasonable under both the percentage-of-the-fund and lodestar-multiplier methods of calculating fee awards.

24. The Court also finds that the costs incurred by Class Counsel were reasonable and grants Class Counsel's request for $20,361.41 in cost reimbursements.

25. The Court also grants the Class Representatives' requested incentive awards. Each Class Representative shall be awarded $5,000. These awards are justified given each Class Representative's participation in the Actions and their service to the Settlement Class.

Release of Claims and Final Judgment

26. Upon the Effective Date, the claims asserted in this Action, and the Released Claims of each Plaintiff and Class Member who did not submit a timely and valid request for exclusion, are fully, finally, and forever released and discharged, to the fullest extent allowed by law, pursuant to the terms of the Settlement Agreement. Thus, Class Members who did not submit valid requests for exclusion are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims against the Released Parties, either directly, indirectly, representatively, or in any capacity, as provided in the Settlement Agreement.

27. As a result of the Settlement's Final Approval, **Final Judgment** is entered based on the Parties' Settlement Agreement. Accordingly, this Action is **DISMISSED WITH PREJUDICE**, with all Parties to bear their own costs and fees, except as set forth in the Settlement Agreement and herein.

28. Notwithstanding the foregoing, and without affecting the finality of this Order in any way, the Court shall retain jurisdiction over this Action, including the Class Members, to enforce the terms of the Settlement Agreement and this Order, and guarantee that their terms are carried out.

The Clerk is **DIRECTED** to enter this Judgment and close the case.

DATED: 10/19, 2026

The Honorable William Y. Wood
Judge of the Superior Court