

**FILED**  
Clerk of the Superior Court

AUG - 7 2026

By: A. Carini

1 Simon Franzini (Cal. Bar No. 287631)  
simon@dovel.com  
2 Jonas Jacobson (Cal. Bar No. 269912)  
jonas@dovel.com  
3 Grace Bennett (Cal. Bar No. 345948)  
grace@dovel.com  
4 DOVEL & LUNER, LLP  
5 201 Santa Monica Blvd., Suite 600  
Santa Monica, California 90401  
6 Telephone: (310) 656-7066  
7 Facsimile: +1 (310) 656-7069

8 *Attorneys for Plaintiffs*

9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF SAN DIEGO**

12 ASHLEY ISLAS, ELIZABETH AMILL,  
13 AND MATEO PETTYJOHN, each  
14 individually and on behalf of all others  
15 similarly situated,

16 *Plaintiffs,*

17 vs.

18 AVOCADO MATTRESS, LLC,

19 *Defendant.*

Case No. 26CU015703N

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

*[Case assigned for all purposes to Hon.  
Cynthia Freeland]*

20  
21  
22  
23  
24  
25  
26  
27  
28  
[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") and the Settlement Agreement (the "Settlement Agreement") filed  
4 with the Motion, rules as follows:

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

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

12 All persons who, while in the state of California or while a resident of California,  
13 purchased one or more Class Products from Defendant's website during the Class  
14 Period.

15 Based on Defendant's records, there are approximately 5,000 Settlement Class Members,  
16 as will be identified in the Class List.

17 3. The Court provisionally finds that members of the Settlement Class are  
18 ascertainable; that members of the Settlement Class are so numerous that joinder of all members  
19 would be impracticable; that the litigation and proposed Settlement raises issues of law and fact  
20 common to the claims of the Class Members and these common issues predominate over any  
21 issues affecting only individual members of the Settlement Class; that the claims of the named  
22 Plaintiffs are typical of the claims of the Settlement Class; that in prosecuting this Action and  
23 negotiating and entering into the Settlement Agreement, the named Plaintiffs and their counsel  
24 have fairly and adequately protected the interests of the Settlement Class and will adequately  
25 represent the Settlement Class in connection with the Settlement; and that a class action is  
26 superior to other methods available for adjudicating the controversy.

1           4.       **Class Representatives:** The Court provisionally appoints Ashley Islas, Elizabeth  
2 Amill, and Mateo Pettyjohn as the representatives of the Settlement Class.

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

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

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

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

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

- 3           a.     The Notice Date shall be within 30 days of the date of entry of this Order.
- 4           b.     The deadline for Settlement Class Members to opt out of or object to the  
5 Settlement Agreement shall be 30 days after the Notice Date.
- 6           c.     Any Motion for Attorneys' Fees, Costs, and Incentive Awards shall be  
7 filed at least 14 days before the deadline for Settlement Class Members to opt out  
8 of or object to the Settlement Agreement.
- 9           d.     The Motion for Final Approval shall be filed at least sixteen (16) court  
10 days prior to the Final Approval Hearing.
- 11          e.     No later than 14 days prior to the hearing on final approval, Class Counsel  
12 shall provide the Court with any responses to any written objections made by  
13 Settlement Class Members.
- 14          f.     The Final Approval Hearing date shall be on December 4, 2026 ~~DATE~~  
15 at 1:30 p.m. ~~TIME~~ in Department N-27 of this Court.

16          10.    **Objections, and Requests for Exclusion:** The Court hereby approves and adopts  
17 the procedures and manner governing all requests to be excluded from the Settlement Class, or  
18 for objecting to the Settlement Agreement, as provided for in the Settlement Agreement. The  
19 Court orders that Class Members will have 30 days to opt out of or object to the Settlement  
20 Agreement following the Notice Date. After this date, no person shall be allowed to object to the  
21 Settlement, or exclude themselves from the Settlement Class, or seek to intervene.

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

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

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

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

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

15  
16 DATED: August 7, 2026

Cynthia A. Freeland  
Honorable Cynthia Freeland  
Judge of the Superior Court