

FILED
Clerk of the Superior Court

AUG 7 2026

By: A. Wagoner

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

EMILY CHEBUL, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

TUFT & NEEDLE, LLC,

Defendant.

Case No. 25CU059198N

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

1 Before the Court are Plaintiff Emily Chebul's Motions for Final Approval of Class Action
2 Settlement and for Attorneys' Fees, Costs, and Incentive Award (the "Motions"). The Court held a
3 Final Approval Hearing on August 7, 2026. The Court has reviewed Plaintiff's Motions and
4 documents submitted in support thereof, the record in this case, and the relevant law. Being fully
5 advised, the Court **GRANTS** Plaintiff's Motions. The Court **ORDERS** and makes the following
6 findings and determinations:

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

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

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

14 **Approval of Notice and Settlement Administration**

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

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

26 6. The notices themselves provided all relevant information concerning the claims, the
27 Settlement's terms and impact, and Class Members' ability to opt out of or object to the Settlement.

(Declaration of Navid Zivari of Angeion Group re: Settlement Administration, Exhibits A-B.) Plus, in addition to direct notice, the Settlement Administrator established and ran a Settlement Website that provided additional information to Class Members, including a FAQ page, contact information, and relevant documents. And 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 purchased one or more mattresses advertised at a discount on Defendant's website (tuftandneedle.com) while in the State of California during the Class Period of 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; 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 litigation; 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 of the Released Claims 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.

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.

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

9 10. For these reasons, the Court reaffirms its preliminary certification of the Class for
10 settlement purposes, its preliminary appointment of Emily Chebul as the Class Representative, and
11 its preliminary appointment of Simon Franzini and Grace Bennett of Dovel & Luner, LLP as Class
12 Counsel.

13 **The Settlement Warrants Final Approval**

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

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

19 13. The Settlement was negotiated at arm's length with the aid of an experienced
20 mediator. The Parties engaged in substantial litigation before reaching settlement, and spent
21 significant time negotiating and engaging with the mediator before the final Agreement was
22 executed.

23 14. Over the course of litigation, the Parties engaged in extensive discovery and
24 exchanged pertinent information. Class Counsel represents that they used this information to assess
25 the Class's claims, Defendant's defenses, and to develop multiple damages models, and that this
26 information informed Plaintiff's settlement posture. The Parties also fully briefed a motion for class
27 certification, which was pending when this Settlement was reached. Thus, the Parties approached

1 negotiations with sufficient information to thoroughly evaluate the value of the case and potential
2 settlement.

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

6 16. The Settlement Administrator has reported that there were zero objections submitted
7 to this Settlement. (Zivari Decl. ¶ 25.) And no Class Members have submitted a request for
8 exclusion, either. (*Id.* ¶ 24.) This shows that the Class overwhelmingly supports the Settlement.

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

11 18. The Settlement provides significant value to the Class. The Settlement will provide
12 direct compensation to each of the more than 34,000 Class Members, in either cash or flexible
13 website credit. Class Members will receive compensation in an amount equal to 45% of the discount
14 Defendant represented they would receive on each mattress they purchased on Defendant's website
15 during the Class Period. Settlement Class Members who submit a Claim Form prior to the Claim
16 Deadline will receive their relief in cash. And all other Settlement Class Members will receive their
17 relief in the form of a flexible Website Credit. The Court approves this distribution method. The
18 Credits provided by the Settlement can be used to purchase anything on Defendant's website, and
19 provide meaningful and flexible relief. The Settlement also provides other valuable relief to Class
20 Members, as Defendant will pay for administration costs, attorneys' fees and expenses, and an
21 incentive award to the Class Representative. In total, the Settlement will provide over \$3.7 million in
22 relief to the Settlement Class. Thus, the Settlement provides significant relief to Class Members that
23 is well within the range of reasonable outcomes, especially given the potential risks associated with
24 continued litigation.

25 19. Continued litigation would have presented substantial risk for the Settlement Class.
26 Defendant vigorously contests all aspects of liability and damages in this Action. Before reaching
27 the Settlement, the Parties thoroughly briefed Plaintiff's motion for class certification, which was

1 pending when the Parties agreed to the Settlement. If Plaintiff's motion has been denied, she may
2 have been unable to pursue class relief. Plus, regardless of Plaintiff's future success on class
3 certification, continued litigation would impose additional expense and delay that could undercut
4 any potential recovery for the Class.

5 20. Both the Class Representative and Class Counsel adequately represented the Class
6 and recommend this Settlement. The Class Representative actively participated in the Action and
7 provided valuable services to the Class. And Class Counsel arduously negotiated this Settlement.
8 There are no signs of collusion that give the Court pause.

9 21. Thus, the Settlement Agreement is fair, reasonable, and adequate to the Settlement
10 Class Members, and the Court approves and orders the plan of distribution for the Settlement
11 Awards. Website Credits and Cash Benefits shall be distributed by the Settlement Administrator
12 according to the terms of the Agreement, with Cash Benefits coming out of the Cash Benefit Fund.
13 Defendant shall fund the Cash Benefit Fund within fourteen days of the later of the Effective Date or
14 the date the Settlement Administrator provides the Parties the Final Tally of the number of timely
15 and valid claims submitted, which will be used to calculate the total Cash Benefit Fund.

16 **Approval of Attorneys' Fees, Costs, and an Incentive Award**

17 22. As the Court found in the July 10, 2026 Order granting Plaintiff's Unopposed Motion
18 for Attorneys' Fees, Costs, and Incentive Award ("Fee Motion"), Class Counsel's fees and costs
19 requests are reasonable. The Court grants the requested attorneys' fees of \$699,691.57. The
20 requested fee award is well below the average award of 33.3% of the total recovery typically granted
21 by California courts, and is justified given the excellent result achieved for the Settlement Class in
22 this case. The Court has considered the relevant factors to assess the reasonableness of the fees,
23 including the results obtained for the Class, the risks presented by the case, Class Counsel's
24 experience in this area and the quality of the work on this case, and that Class Counsel took this case
25 on a contingency basis.

26 23. The Court recognizes that it has the discretion to forgo a lodestar analysis and finds
27 that a lodestar cross-check is not necessary here. In any event, with the Fee Motion, Class Counsel

1 provided the time spent on the case, and this information reveals that a lodestar analysis would
2 confirm the reasonableness of Class Counsel's fee request. In addition, the multiplier is reasonable
3 and justified.

4 24. Put differently, Class Counsel's fee request is reasonable under both the percentage-
5 of-the-fund and lodestar-multiplier methods of calculating fee awards.

6 25. As the Court found in the July 10, 2026 Order granting the Fee Motion, the Court also
7 finds that the costs incurred by Class Counsel were reasonable and grants Class Counsel's request
8 for \$49,132.43 in cost reimbursements.

9 26. As the Court found in the July 10, 2026 Order granting the Fee Motion, the Court also
10 grants the Class Representative's requested incentive award. The Class Representative shall be
11 awarded \$5,000. This award is justified given the Class Representative's participation in this Action
12 and her service to the Settlement Class.

13 Release of Claims and Final Judgment

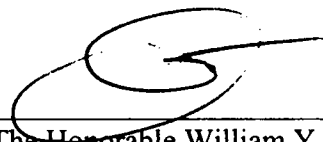
14 27. Upon payment and distribution of all benefits owed under the Settlement Agreement,
15 the claims asserted in this Action, and the Released Claims of each Plaintiff and Class Member, are
16 fully, finally, and forever released and discharged by Class Members who did not submit valid
17 requests for exclusion, pursuant to the terms of the Settlement Agreement. Thus, Class Members are
18 permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the
19 Released Claims against the Released Parties as provided in the Settlement Agreement.

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

24 29. Notwithstanding the foregoing, and without affecting the finality of this Order in any
25 way, the Court shall retain jurisdiction to enforce the terms of the Settlement Agreement, and
26 guarantee that its terms and this Order are carried out.
27

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

2
3
4 DATED: 8/7, 2026


The Honorable William Y. Wood
Judge of the Superior Court