

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA

PITTSBURGH DIVISION

BLAIR DOUGLASS, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

WHITESTONE HOME FURNISHINGS, LLC
d/b/a SAATVA,

Defendant.

Case No. 2:25-cv-00460-DSC

**PLAINTIFF’S MOTION TO CERTIFY CLASS FOR SETTLEMENT
PURPOSES AND FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Plaintiff Blair Douglass, on behalf of himself and all others similarly situated, hereby moves pursuant to Rule 23(e) of the Federal Rules of Civil Procedure for an order conditionally certifying a class for settlement purposes, preliminarily approving the settlement, approving the proposed notice and notice plan, and setting aside dates for the submission of objections to the settlement and a fairness hearing. **It is Plaintiff’s understanding that Defendant Whitestone Home Furnishings, LLC d/b/a Saatva does not oppose the relief sought in this motion.** Plaintiff understands that Defendant will confirm its position with the Court in a separate filing. In further support of this motion, Plaintiff states as follows:

1. In June 2024, Plaintiff attempted to access Defendant’s online store, located at <https://www.saatva.com/> (“Website”). Doc. 1, ¶¶ 26, 46.

2. Plaintiff could not access the Website because it was not compatible with screen reader auxiliary aids, which Plaintiff uses to access digital content because he is blind. Doc. 1, ¶¶ 21, 39, 45-46.

3. Consistent with prior guidance from this District, Plaintiff contacted Defendant informally to explore a prelitigation solution that would ensure Defendant's Website becomes fully and equally accessible to blind screen reader users in the future. Doc. 1, ¶ 47.

4. In February 2025, Plaintiff returned to the Website and found that it continued to deny him full and equal access. Doc. 1, ¶¶ 26, 48.

5. After engaging in months of good faith negotiations, the parties reached a settlement and executed a proposed settlement agreement on March 28, 2025.¹

6. As a result of the parties' shared desire to achieve the best possible solution, Plaintiff filed a class action complaint on April 3, 2025, seeking declaratory and injunctive relief, alleging that Defendant does not have, and has never had, adequate policies and practices to cause the Website to be accessible to blind persons, in violation of Title III of the Americans with Disabilities Act, 42 U.S.C. §§ 12181, *et seq.*, and its implementing regulations. Doc. 1.

7. The agreement resolves this action and defines the settlement class as "a national class of individuals who are Blind and/or who have a Visual Disability and who use Appropriate Auxiliary Aids and Services to navigate digital content and who have accessed, attempted to access, or been deterred from attempting to access, or who will access, attempt to access, or be deterred from attempting to access, the Website from the United States."

8. Under the terms of the Agreement, Defendant shall ensure that blind or visually disabled individuals have full and equal enjoyment of the goods, services, facilities, privileges,

¹ The proposed agreement is attached to this motion as Exhibit 1 ("Agreement").

advantages, and accommodations provided by and through the Website, and any website which Defendant develops, starts to operate, or acquires and which is publicly available in the United States.

9. The proposed agreement, notice,² and notice plan³ are comparable to or more robust than class action settlements and notice provisions resolving nearly identical claims that courts in this district finally approved in *Murphy v. Eyebobs, LLC*, No. 1:21-cv-00017, Doc. 49 (W.D. Pa. Feb. 9, 2022) (Lanzillo, J.), *Murphy v. Charles Tyrwhitt, Inc.*, No. 1:20-cv-00056, Doc. 47 (W.D. Pa. Feb. 16, 2022) (Baxter, J.), *Murphy v. The Hundreds Is Huge, Inc.*, No. 1:21-cv-00204, Doc. 41 (W.D. Pa. Nov. 17, 2022) (Lanzillo, J.), *Douglass v. Optavia LLC*, No. 2:22-cv-00594, Doc. 38 (W.D. Pa. Jan. 23, 2023) (Wiegand, J.), *Douglass v. P.C. Richard & Son, LLC*, No. 2:22-cv-00399, Doc. 55 (W.D. Pa. June 27, 2023) (Kelly, J.), *Murphy v. Le Sportsac, Inc.*, No. 1:22-cv-00058, Doc. 57 (W.D. Pa. July 6, 2023) (Lanzillo, J.), and *Douglass v. Mondelēz Global LLC*, No. 2:22-cv-00875, Doc. 26 (W.D. Pa. Sept. 19, 2023) (Hardy, J.), *Douglass v. iFIT Inc.*, No. 2:23-cv-00917, Doc. 29 (W.D. Pa. April 11, 2024) (Horan, J.), and that the District of Massachusetts finally approved in *Giannaros v. Poly-Wood, LLC*, No. 1:21-cv-10351, Doc. 45 (D. Mass. Oct. 27, 2022).

10. Given the substantial relief obtained and the inherent risks of continued litigation, the settlement is fair, reasonable, and adequate. The Agreement is on par with, or exceeds, the relief achieved in analogous cases brought by the National Federation of the Blind and the Civil Rights Division of the U.S. Department of Justice, and in the cases cited in the preceding paragraph. It was reached after many months of good faith negotiations at arm's length.

² The proposed long-form notice is attached to the agreement as Agreement Exhibit 1.

³ The proposed notice plan is attached to this motion as Exhibit 2.

WHEREFORE, Plaintiff respectfully requests that the Court:

- (A) Certify the class for settlement purposes, appoint Plaintiff as class representative, and appoint Plaintiff's counsel as class counsel;⁴
- (B) Preliminarily approve the settlement as set forth in the proposed agreement; and
- (C) Approve the notice and notice plan, including, among other dates, by setting:
 - (1) A date twenty-one (21) days after the Court grants preliminary approval as the deadline to publish notice of the settlement ("Notice Deadline");
 - (2) A date sixty-six (66) days after the Court grants preliminary approval as the deadline for Plaintiff to move for reasonable attorneys' fees and costs;
 - (3) A date eighty-one (81) days after the Court grants preliminary approval as the deadline for the submission of any objections to the settlement; and
 - (4) A date one hundred eleven (111) days after the Court grants preliminary approval for a final approval hearing, or as soon thereafter as the Court may set the hearing.

Respectfully submitted,

Dated: April 8, 2025

/s/ Kevin W. Tucker

Kevin W. Tucker (He/Him) (PA 312144)
Kevin J. Abramowicz (He/Him) (PA 320659)
Chandler Steiger (She/Her) (PA 328891)
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⁴ Plaintiff's counsel's resumes are attached to this motion as Exhibit 3.

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Counsel for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that, on April 8, 2025, I will cause a true and correct copy of the foregoing document to be served on Defendant through its counsel provided below.

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Dated: April 8, 2025

/s/ Kevin W. Tucker

Kevin W. Tucker

Exhibit 1: Class Action Settlement Agreement

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

PITTSBURGH DIVISION

BLAIR DOUGLASS, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

WHITESTONE HOME FURNISHINGS, LLC
d/b/a SAATVA,

Defendant.

Civil Action No. _____

CLASS ACTION SETTLEMENT AGREEMENT

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Settlement Agreement

- 1. Introduction.** This Agreement (all capitalized terms shall have the meanings set forth in Section 2) is entered into by and between Whitestone Home Furnishings, LLC d/b/a Saatva (“Saatva”) and Named Plaintiff, individually and on behalf of the Settlement Class.

- 1.1. Saatva operates and controls the Website, which is open to consumers in the United States through the internet.
- 1.2. This Agreement applies to the Website, New Websites and Mobile Apps, and Subsequently Acquired Websites and Mobile Apps, but not Subsequently Abandoned Websites and Mobile Apps.
- 1.3. Named Plaintiff uses Appropriate Auxiliary Aids and Services to access digital information and is a person with a disability as that term is used in the ADA. Named Plaintiff has attempted to patronize the Website and intends to do so again in the future.
- 1.4. On or about _____, Named Plaintiff filed this Lawsuit, alleging that Saatva does not have, and has never had, adequate corporate policies and practices that are reasonably calculated to cause the Website to be Accessible to individuals who are Blind and/or who have a Visual Disability, in violation of the ADA.
- 1.5. Saatva denies Named Plaintiff’s allegations but the Parties nevertheless wish to affect a complete resolution and settlement of all claims, disputes, and controversies relating to the allegations of Named Plaintiff and the Settlement Class, and to resolve their differences and disputes by settling this Lawsuit.
- 1.6. This Agreement is binding on Saatva’s subsidiaries, successors, and assigns.

2. Definitions.

- 2.1. **“Accessibility Consultant”** means the person or company designated by Saatva to serve the purposes of Section 8 of this Agreement.
- 2.2. **“Accessibility Coordination Team”** means the team designated by Saatva to serve the purposes of Section 7 of this Agreement.
- 2.3. **“Accessibility Feedback Form”** means a form in Saatva’s Accessibility Statement required by Section 11 of this Agreement.
- 2.4. **“Accessibility Feedback Form Log”** means a logbook that Saatva maintains to track the submissions described by Section 11 of this Agreement.

- 2.5. **“Accessibility Statement”** means the statement required by Section 11 of this Agreement that must demonstrate Saatva’s commitment to implementing Accessible services to individuals who are Blind and/or who have a Visual Disability.
- 2.6. **“Accessibility Strategy”** means the corrective action strategy required by Section 10 of this Agreement.
- 2.7. **“Accessibility Support Personnel”** means the individuals providing the support required by Section 15 of this Agreement.
- 2.8. **“Accessible”** or **“Accessibility”** refers to digital content that provides effective communication to all users. The Parties agree that content that generally conforms to the success criteria of the WCAG 2.1 A/AA meets this definition.
- 2.9. **“ADA”** means Title III of the Americans with Disabilities Act, 42 U.S.C. §§ 12181 *et seq.*, and its implementing regulations.
- 2.10. **“Agreement”** means this settlement agreement.
- 2.11. **“Agreement Term”** means the time from the Effective Date through the end of three (3) years from the Effective Date, including any modifications under Section 18.
- 2.12. **“Annual End-User Accessibility Testing”** means the annual testing required by Section 17 of this Agreement. Such testing focuses on the end-user experience by typical individuals who are Blind and/or who have a Visual Disability. Annual End-User Accessibility Testing shall not require an assessment of compliance with WCAG 2.1.
- 2.13. **“Annual Report”** means the document Saatva shall submit to Class Counsel on the Effective Date’s anniversary date during the Agreement Term pursuant to Section 23 of this Agreement, stating the status of this Agreement’s implementation and identifying any outstanding issues on which the Parties are in disagreement.
- 2.14. **“Appropriate Auxiliary Aids and Services”** means the term as defined by the ADA regulations in § 36.303 and as applied to the individuals who are Blind and/or who have a Visual Disability.
- 2.15. **“Blind and/or who have a Visual Disability”** means, with respect to an individual, an impairment that substantially limits the major life activity of seeing, in accordance with the definition of disability set forth in the ADA, 42 U.S.C. § 12102(1)-(2).

- 2.16. **“Class Counsel”** means Kevin Tucker, Kevin Abramowicz, Stephanie Moore, Chandler Steiger, Kayla Conahan, and Jessica Liu of East End Trial Group LLC.
- 2.17. **“Costs”** means all out-of-pocket expenses reasonably incurred, and shall include (but not be limited to) amounts payable to experts.
- 2.18. **“Court”** means the United States District Court for the Western District of Pennsylvania.
- 2.19. **“Digital Properties”** means the Website, any New Websites and Mobile Apps, and any Subsequently Acquired Websites and Mobile Apps.
- 2.20. **“Dispute Resolution Procedure”** means the process described in Section 24 of this Agreement.
- 2.21. **“Effective Date”** means the date on which all conditions precedent set forth in Section 3 of this Agreement are completed.
- 2.22. **“Final Approval”** means the period thirty-one (31) days following approval of this Agreement given in a written order by a United States District Court Judge or Magistrate of competent jurisdiction after notice to the Settlement Class and hearing, provided no appeal is filed during this period. If an appeal is filed, then Final Approval shall mean the period thirty-one (31) days following the exhaustion of any and all appeal(s).
- 2.23. **“First Extended Agreement Term”** means the time from the end of the Agreement Term through the end of four (4) years from the Effective Date.
- 2.24. **“Initial Accessibility Audit”** means the initial audit required by Section 9 of this Agreement.
- 2.25. **“Injunctive Releasing Parties”** means Named Plaintiff and the Settlement Class Members, and each of their executors, successors, heirs, assigns, administrators, agents, and representatives.
- 2.26. **“Lawsuit”** means *Douglass v. Whitestone Home Furnishings, LLC d/b/a Saatva*, Case No. _____ (W.D. Pa.).
- 2.27. **“Letter of Accessibility”** means the letter issued by the Accessibility Consultant that confirms the Digital Properties are Accessible, explains the testing standards, and summarizes both the remediation efforts Saatva has taken during the Agreement Term (and, if applicable, the First Extended Agreement Term and the

Second Extended Agreement Term) and the policies and practices Saatva has adopted to maintain the Digital Properties in an Accessible manner going forward.

- 2.28. **“Mobile Applications”** means mobile applications that Saatva may after the Effective Date of this Agreement make available for download on the Apple App Store and on Google Play.
- 2.29. **“Modified Bug Fix Priority”** means the policies required by Section 14 of this Agreement.
- 2.30. **“Named Plaintiff”** means Blair Douglass.
- 2.31. **“New Websites and Mobile Apps”** means any website or mobile application that Saatva develops, starts to operate, and makes publicly available to consumers in the United States after the Effective Date of this Agreement.
- 2.32. **“Notice Deadline”** means the deadline for publishing notice to be set by the Court as part of the Preliminary Approval process.
- 2.33. **“Overlay”** means technologies that aim to improve the accessibility of a website by applying a third-party source code (typically Javascript) to make improvements to the website’s front-end code. Overlays often apply a script to a webpage which scans the webpage’s code and attempts to repair accessibility barriers automatically.
- 2.34. **“Saatva”** means Whitestone Home Furnishings, LLC d/b/a Saatva.
- 2.35. **“Saatva Parties”** means Saatva and its present and former parents and subsidiaries and each of their respective present, former, or future officers, directors, employees, shareholders, administrators, executors, affiliates, successors, and assigns.
- 2.36. **“Saatva Personnel”** means all persons who are employed by Saatva and who have managerial responsibility for the design and development of the Website, New Websites and Mobile Apps, or Subsequently Acquired Websites and Mobile Apps.
- 2.37. **“Saatva Settlement Contact”** means a Saatva employee designated as the initial point of contact for Class Counsel with respect to issues concerning this Agreement. Saatva shall notify Class Counsel in writing of the employee designated as the Saatva Settlement Contact within ten (10) days of the Effective Date. Saatva shall also notify Class Counsel in writing should a new employee be designated as the Saatva Settlement Contact during the Agreement Term. Such notice shall be required within ten (10) days of designation of the new Saatva Settlement Contact.

- 2.38. **“Parties”** refers to Saatva, Named Plaintiff, and the Settlement Class.
- 2.39. **“Party”** refers to Saatva, Named Plaintiff, or the Settlement Class.
- 2.40. **“Preliminary Approval”** means the initial approval by the Court of the terms of this Agreement, which will occur before any notice being provided in accordance with this Agreement.
- 2.41. **“Released Injunctive Claims”** means any and all claims, rights, demands, charges, complaints, actions, suits, and causes of action, whether known or unknown, suspected or unsuspected, accrued or unaccrued, for injunctive, declaratory, or non-monetary relief, based on the Accessibility of the Digital Properties to individuals who are Blind and/or who have a Visual Disability, including any injunctive, declaratory, or non-monetary claims under: (i) the ADA; and (ii) any state or local statutory, administrative, regulatory, or code provisions that either (a) directly incorporate the ADA or (b) set forth standards or obligations coterminous with or equivalent to the ADA. The Released Injunctive Claims cover all conduct concerning the Accessibility of the Digital Properties through the Agreement Term.
- 2.42. **“Second Extended Agreement Term”** means the time from the end of the First Extended Agreement Term through the end of five (5) years from the Effective Date.
- 2.43. **“Semi-Annual Automated Accessibility Audit”** means the semi-annual audit required by Section 16 of this Agreement.
- 2.44. **“Settlement Class”** or **“Settlement Class Members”** means a national class of individuals who are Blind and/or who have a Visual Disability and who use Appropriate Auxiliary Aids and Services to navigate digital content and who have accessed, attempted to access, or been deterred from attempting to access, or who will access, attempt to access, or be deterred from attempting to access, the Website from the United States.
- 2.45. **“Settlement Website”** means the website located at <https://www.SaatvaADAsettlement.com>.
- 2.46. **“Status Report”** means a written evaluation that (a) identifies content, features, and services on the Digital Properties that are not Accessible to individuals who are Blind and/or who have a Visual Disability and who use Appropriate Auxiliary Aids and Services, and (b) recommends steps Saatva should take to ensure their remediation.

- 2.47. **“Subsequently Abandoned Websites and Mobile Apps”** means any website or mobile application, including the Digital Properties, that Saatva ceases to operate or make publicly available to consumers in the United States after the Effective Date of this Agreement.
- 2.48. **“Subsequently Acquired Websites and Mobile Apps”** means any website or mobile application that Saatva acquires from a third party, starts to operate, and makes publicly available to consumers in the United States after the Effective Date of this Agreement.
- 2.49. **“Third-Party Content”** means JavaScript-based programming developed by an entity outside of Saatva or its contractors and that is deployed as a commercial add-on or plug-in for features such as direct customer communication or interaction (e.g., chat, customer reviews, or information submission or posting of photographs), payment processing (e.g., Affirm, PayPal, Extend etc.), or advertising (e.g., banner or pop-up advertisement).
- 2.50. **“WCAG 2.1”** means the Web Content Accessibility Guidelines 2.1 A/AA, developed by the W3C and available at <https://www.w3.org/TR/WCAG21/>
- 2.51. **“Website”** means the digital property located at <https://www.saatva.com/>.
3. **Conditions Precedent.** This Agreement shall be conditioned and effective only upon the occurrence of all of the following events.
- 3.1. The Court grants Preliminary Approval of this Agreement and orders certification of the Settlement Class and notice to the Settlement Class Members.
- 3.2. Notice is provided to the Settlement Class Members in accordance with Section 28 of this Agreement.
- 3.3. The Court grants Final Approval of this Agreement and enters judgment in accordance with the terms herein after a fairness hearing has been conducted and all such orders and approvals have become final and non-appealable.
4. **Saatva Shall Make the Digital Properties Accessible.** Saatva shall ensure individuals who are Blind and/or who have a Visual Disability have full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations Saatva provides by and through the Digital Properties as provided for in this Section.
- 4.1. Saatva shall ensure the U.S. portions of the Website are Accessible by the end of the Agreement Term.

- 4.2. Saatva shall ensure the U.S. portions of any New Websites and Mobile Apps are Accessible when made available to the public.
 - 4.3. Saatva shall ensure the U.S. portions of any Subsequently Acquired Websites and Mobile Apps are Accessible before the end of the Agreement Term or within twenty-four (24) months of their acquisition, whichever is later.
5. **No Overlays.** Overlay solutions such as those currently provided by companies such as AccessiBe, AudioEye, EqualWeb, UsableNet Assistive, and UserWay will not solely suffice to make the Digital Properties Accessible.
6. **Third-Party Content.**
 - 6.1. Saatva shall not be required to ensure Third-Party Content is Accessible unless the Third-Party Content is necessary for consumers to independently add an item to their shopping cart, complete a purchase, receive information about a discount, promotion, special offer, or installment plan, or contact Saatva's customer service.
 - 6.2. After the Effective Date of this Agreement, for each new, renewed, or renegotiated contract with a vendor of Third-Party Content, Saatva shall request that the vendor provide Accessible content. If, during this contracting process, Saatva issues a request for a proposal for development or inclusion of Third-Party Content on the Digital Properties, then Saatva shall include Accessibility as a criterion. For Third-Party Content, Saatva shall seek out such content that ensures Accessibility or that the Accessibility Consultant determines can be made Accessible.
7. **Accessibility Coordination Team.**
 - 7.1. Within three (3) months of the Effective Date of this Agreement, Saatva shall designate a team of its employees and/or contractors as the Accessibility Coordination Team for the Digital Properties. Saatva shall also notify Class Counsel in writing when such designation is complete.
 - 7.2. The Accessibility Coordination Team shall be responsible for coordinating Saatva's compliance with Sections 4 through 18 of this Agreement.
 - 7.3. Saatva shall maintain the Accessibility Coordination Team through at least the end of the Agreement Term.
8. **Accessibility Consultant and Status Report.**
 - 8.1. Within six (6) months of the Effective Date of this Agreement, Saatva shall appoint or retain an Accessibility Consultant who is knowledgeable about digital

accessibility, the ADA, WCAG 2.1, and Accessibility. Saatva shall inform Class Counsel of its selection of an Accessibility Consultant. If Class Counsel or Named Plaintiff objects to Saatva's selection as inadequate to represent the interests or needs of individuals who are Blind and/or who have a Visual Disability, the Parties will work in good faith to resolve such objection pursuant to the Dispute Resolution Procedure.

- 8.2. The Accessibility Consultant's duties shall include: (a) assisting Saatva with conducting the Initial Accessibility Audit; (b) ensuring that the Initial Accessibility Audit was done in a manner consistent with Section 9.2; (c) advising Saatva as to how to make the Digital Properties Accessible; (d) verifying that the Digital Properties are Accessible in the Letter of Accessibility; and (e) verifying Saatva's compliance with this Agreement.
- 8.3. Before each anniversary date of the Effective Date of this Agreement, the Accessibility Consultant shall provide Saatva with a Status Report. In the Status Report, the Accessibility Consultant shall: (a) identify content, features, and services on the Digital Properties that are not Accessible to individuals who use Appropriate Auxiliary Aids and Services; and (b) recommend steps Saatva should take to ensure the Accessibility of the Digital Properties.
- 8.4. Saatva shall include copies of the Letter of Accessibility and the Status Report as exhibits to the Annual Report provided to Class Counsel on the anniversary of the Effective Date during the Agreement Term.
- 8.5. Saatva shall notify Class Counsel if it appoints or retains a new Accessibility Consultant during the Agreement Term within three (3) months of such change. If Class Counsel or Named Plaintiff objects to Saatva's selection as inadequate to represent the interests or needs of individuals who are Blind and/or who have a Visual Disability, the Parties will work in good faith to resolve such objection pursuant to the Dispute Resolution Procedure.

9. Initial Accessibility Audit.

- 9.1. Prior to the development of an Accessibility Strategy, Saatva shall complete the Initial Accessibility Audit to identify Accessibility barriers that exist in the Digital Properties.
- 9.2. The Initial Accessibility Audit shall be conducted in a professional manner and shall be benchmarked by appropriate processes, including automated and end-user testing, consistent with the Accessibility Consultant's recommendations. End-user testing must be performed by individuals who have training and experience in the

appropriate assistive technology that individuals who are Blind and/or who have a Visual Disability use to navigate, browse, and shop online.

- 9.3. Saatva shall include the results of the Initial Accessibility Audit as an exhibit to the Annual Report due to Class Counsel on the Effective Date's first anniversary.

10. Accessibility Strategy.

- 10.1. Within (12) months of the Effective Date of this Agreement, Saatva shall develop and implement an Accessibility Strategy designed to ensure that the Digital Properties are Accessible by the end of the Agreement Term.
- 10.2. In developing and implementing the Accessibility Strategy, Saatva shall consider this Agreement, the Initial Accessibility Audit, the Accessibility Statement, and the recommendations and Status Reports of the Accessibility Consultant.
- 10.3. Within twelve (12) months of the Effective Date of this Agreement, Saatva shall provide a copy of the Accessibility Strategy to Class Counsel.
- 10.4. Within twelve (12) months of the Effective Date of this Agreement, Saatva shall disseminate the Accessibility Strategy among Saatva's Personnel.

11. Accessibility Statement and Accessibility Feedback Form.

- 11.1. Within nine (9) months of the Effective Date of this Agreement, Saatva shall develop the Accessibility Statement.
- 11.2. The Accessibility Statement shall advise visitors that Saatva is making efforts to ensure that its Digital Properties conform to WCAG 2.1 A/AA and include an Accessibility Feedback Form that encourages visitors who are Blind and/or who have a Visual Disability to provide feedback to help improve the accessibility of the Digital Properties. At minimum, the Accessibility Feedback Form shall include separate fields for the following information:
- 11.2.1. The URL of the page to which a visitor's feedback relates;
- 11.2.2. An area for the visitor to describe the accessibility problem the visitor encountered;
- 11.2.3. An area for the visitor to describe their computer operating system, browser (user agent), and any assistive technology the visitor used when they encountered the accessibility problem; and

- 11.2.4. An area for the visitor to provide their email address if they wish to discuss this issue or be updated on Saatva's efforts to resolve this issue.
- 11.3. The Accessibility Feedback Form shall clearly state that each field is optional.
- 11.4. Saatva shall maintain user submissions received through the Accessibility Feedback Form in the Accessibility Feedback Form Log throughout the Agreement Term and any extensions thereto. In addition to the fields identified in Sections 11.2, the Accessibility Feedback Form Log shall track at least the following information:
 - 11.4.1. A description of what assistance, if any, Saatva offered to provide the party who completed the Accessibility Feedback Form;
 - 11.4.2. A description of what alteration, if any, Saatva made to its Digital Properties in response to the Accessibility Feedback Form submission;
 - 11.4.3. A notation of whether the party who completed the Accessibility Feedback Form indicated their problem, if any, has been resolved.
- 11.5. If visitors who are Blind and/or who have a Visual Disability provide accessibility-related feedback to Class Counsel, Named Plaintiff, or Saatva through any other avenue (*e.g.* physical mail or email, *etc.*), Class Counsel, Named Plaintiff, and Saatva shall respond by encouraging the visitors to complete the Accessibility Feedback Form.
- 11.6. The Accessibility Statement shall advise visitors that Saatva will prioritize issues involving compliance with WCAG over general usability concerns.
- 11.7. The Accessibility Statement shall include a telephone number for visitors who are Blind and/or who have a Visual Disability to contact Saatva in the event the visitor cannot complete the Accessibility Feedback Form, in which case Saatva shall complete the Accessibility Feedback Form on their behalf.
- 11.8. Within nine (9) months of the Effective Date of this Agreement, Saatva shall provide a copy of the Accessibility Statement to Class Counsel.
- 11.9. Class Counsel and Named Plaintiff shall have an opportunity to review and approve the Accessibility Statement. If Class Counsel or Named Plaintiff objects to the Accessibility Statement as inadequate to represent the interests or needs of individuals who are Blind and/or who have a Visual Disability, the Parties will work in good faith to resolve such objection pursuant to the Dispute Resolution

Procedure. Within thirty (30) days of approval of the Accessibility Statement by the Parties, Saatva shall post the Accessibility Statement on all Digital Properties.

- 11.10. Within nine (9) months of the Effective Date of this Agreement, Saatva shall add a link at the beginning of all Digital Properties, directing individuals who are Blind and/or who have a Visual Disability to the Accessibility Statement. Saatva shall have the option to make this link invisible to customers who do not use Appropriate Auxiliary Aids and Services, provided that this link is otherwise Accessible.
- 11.11. At the time of their release, Saatva shall add a link at the beginning of any New Websites and Mobile Apps, directing individuals who are Blind and/or who have a Visual Disability to the Accessibility Statement. Saatva shall have the option to make this link invisible to customers who do not use Appropriate Auxiliary Aids and Services, provided that this link is otherwise Accessible.
- 11.12. Within six (6) months of their acquisition, Saatva shall add a link at the beginning of any Subsequently Acquired Websites and Mobile Apps, directing individuals who are Blind and/or who have a Visual Disability to the Accessibility Statement. Saatva shall have the option to make this link invisible to customers who do not use Appropriate Auxiliary Aids and Services, provided that this link is otherwise Accessible.
- 11.13. The Annual Report shall state the status of the implementation of Section 11 and include a copy of the Accessibility Feedback Form Log for the previous twelve (12) months.

12. Accessibility Training.

- 12.1. Within eighteen (18) months of the Effective Date of this Agreement, Saatva shall train all employees responsible for website design, development, or maintenance to ensure the future design, development, and maintenance of the Digital Properties are and remain conformant to WCAG 2.1 A/AA.
- 12.2. Saatva shall provide Accessibility training to all newly-hired employees responsible for website design, development, or maintenance within the latter of eighteen (18) months of the Effective Date of this Agreement or 180 days of their hire date.
- 12.3. Commencing in 2028, Saatva shall ensure that all then-current employees responsible for website or mobile application design, development, or maintenance are provided with refresher Accessibility training at regular intervals that shall not exceed two years.

- 12.4. During the Agreement Term and consistent with the annual reporting requirements in Section 23 of this Agreement, Saatva shall, upon request by Class Counsel, provide copies of all final Accessibility training materials to Class Counsel. Nothing in this Section shall require Saatva to provide training materials that illustrate inaccessible content on the Digital Properties. Any Accessibility Training Materials provided to Class Counsel in response to a request shall be treated as Highly Confidential and shall be for Class Counsel's eyes only.
- 13. Customer Service Training.** Within twelve (12) months of the Effective Date of this Agreement, Saatva shall ensure its customer service personnel are trained to assist individuals with disabilities (including individuals who are Blind and/or who have a Visual Disability) who encounter difficulties using the Digital Properties and to timely assist such individuals within published hours of operation.
- 14. Modified Bug Fix Priority.**
- 14.1. Within eighteen (18) months of the Effective Date of this Agreement, Saatva shall make reasonable efforts to modify its existing bug fix policies, practices, and procedures to include the elimination of bugs that create Accessibility barriers, including those that prohibit effective communication or impair the Accessibility of the Digital Properties.
- 14.2. Saatva shall ensure that any bugs that create Accessibility barriers to the Digital Properties are remedied with the same level of priority (*e.g.*, speed, resources used to remedy, *etc.*) as any other equivalent loss of function for individuals who are not Blind and who do not have a Visual Disability for the same type of content.
- 14.3. Saatva shall provide a copy of the Modified Bug Fix Priority as an exhibit to the Second Annual Report.
- 15. Accessibility Support.** Within twelve (12) months of the Effective Date of this Agreement, Saatva shall provide support during regular business hours to assist individuals who are Blind and/or who have a Visual Disability with resolving Accessibility issues regarding the Digital Properties.
- 16. Semi-Annual Automated Accessibility Audit.**
- 16.1. During the Agreement Term, Saatva, the Accessibility Consultant, or a consultant retained on its behalf, shall perform Semi-Annual Automated Accessibility Audits (every six months) to evaluate whether the Digital Properties are Accessible.

- 16.2. The Saatva Settlement Contact shall forward the results of the Semi-Annual Automated Accessibility Audit to Class Counsel as part of the next Annual Report that Saatva must provide Class Counsel pursuant to this Agreement.
- 16.3. Semi-Annual Automated Accessibility Audits shall be conducted using the WAVE Web Accessibility Evaluation Tool (<https://wave.webaim.org>), the enterprise level Pope Tech automated testing tool (<https://pope.tech>), axe DevTools Chrome (<https://www.deque.com/axe/devtools/chrome-browser-extension>) or a mutually agreeable tool selected by Saatva. Such automated testing shall include web pages identified by the tool “crawling” the links on each web page and shall be limited to no more than 5,000 web pages.

17. Annual End-User Accessibility Testing.

- 17.1. During the Agreement Term, the Accessibility Consultant shall perform Annual End-User Accessibility Testing, with such testing to be performed by at least one individual who is Blind and/or who has a Visual Disability or who has training and experience in the manner in which individuals who are Blind and/or who have a Visual Disability use Appropriate Auxiliary Aids and Services to navigate, browse, and shop online, to evaluate whether the Digital Properties are Accessible.
- 17.2. The Saatva Settlement Contact shall forward the results of the Annual End-User Accessibility Testing to Class Counsel as part of the next Annual Report that Saatva must provide Class Counsel pursuant to this Agreement.
- 17.3. Annual End-User Accessibility Testing shall include at least ten (10) web pages selected by the Accessibility Consultant in consultation with Saatva that represent the type of content found throughout the Digital Properties and the Digital Properties’ most common user flows, like navigating from the homepage to a product page to checkout, or from the homepage to customer service. The list of web pages and user flows will be provided by Saatva to Class Counsel. If Saatva’s selection is alleged to be inadequate to represent the interests or needs of individuals who are Blind and/or who have a Visual Disability, Saatva and Class Counsel will work in good faith to resolve such objection pursuant to the Dispute Resolution Procedure.

18. Agreement Term. The Agreement Term shall last three (3) years from the Effective Date.

- 18.1. If Saatva is unable to provide the Letter of Accessibility by the end of the Agreement Term, then the term of the Agreement shall extend to the end of the First Extended Agreement Term.

18.2. If the term of the Agreement is extended pursuant to Section 18.1, and Saatva is unable to provide the Letter of Accessibility by the end of the First Extended Agreement Term, then the term of the Agreement shall extend to the end of the Second Extended Agreement Term.

18.3. Saatva, Class Counsel, and Named Plaintiff agree to work in good faith to secure a Letter of Accessibility as soon as practicable throughout the Agreement.

19. Monitoring of Compliance. Class Counsel and Named Plaintiff shall monitor Saatva's compliance with Sections 4 through 18 of this Agreement as described in this Section.

19.1. Class Counsel and Named Plaintiff shall be entitled to visit the Digital Properties at any time without notice for the purpose of evaluating Saatva's compliance with Sections 4 through 18 of this Agreement.

19.2. Saatva shall include a copy of the Accessibility Feedback Form Log for the previous twelve (12) months in the Annual Report. For at least six (6) months after the Annual Report in which they are logged, Saatva shall retain copies of all Accessibility Feedback Form submissions for inspection by Class Counsel and/or Named Plaintiff before the Parties' annual meet-and-confer described in Section 23 of this Agreement.

20. Saatva's Reporting Schedule. Saatva shall provide the following information to Class Counsel during the Agreement Term.

Information	Deadline	See Agreement at Section
The Annual Report	On the Effective Date's anniversary date during the Agreement Term	23.1
The Letter of Accessibility	To be included as an exhibit to the Annual Report	8.4
Confirmation Saatva has designated the Accessibility Coordination Team	Within three (3) months of the Effective Date	7.1
Confirmation Saatva has appointed or retained the Accessibility Consultant	Within six (6) months of the Effective Date	8.1

The Accessibility Consultant's Status Report	To be included as an exhibit to the Annual Report	8.4
Changes to the Accessibility Consultant	Within one (1) months of any change	8.5
Results of the Initial Accessibility Audit	To be included as an exhibit to the Annual Report	9.3
The Accessibility Strategy	Within twelve (12) months of the Effective Date	10.3
The Accessibility Statement	Within nine (9) months of the Effective Date	11.8
Status of the Accessibility Statement	To be included in the Annual Report	11.13
Accessibility training materials	To be included in the Annual Report	12.4
Results of the Semi-Annual Automated Accessibility Audit	To be included in the Annual Report	16.2
Results of the Annual End-User Accessibility Testing	To be included in the Annual Report	17.2
Accessibility Feedback Form Log	To be included in the Annual Report	19.2
Annual Report and Meet-and-Confers	Within 30 days after each Annual Report	23

21. Scope of Agreement.

21.1. The provisions of this Agreement shall apply to Saatva's policies, practices, and procedures with respect to individuals who are Blind and/or who have a Visual Disability within the United States who use Appropriate Auxiliary Aids and Services to access the Digital Properties. The data Saatva periodically reports to Class Counsel pursuant to this Agreement shall contain relevant information for these individuals.

- 21.2. The provisions of this Agreement shall not apply to Subsequently Abandoned Websites and Mobile Apps.
- 21.3. Named Plaintiff expressly agrees that the resolution described herein is fair and adequate, and that the policies and procedures set forth in this Agreement are intended to remedy any and all alleged violations of the ADA and related state and local laws by Saatva with respect to the claims alleged by Named Plaintiff in this litigation.
- 21.4. Named Plaintiff expressly agrees that the resolution described herein adequately meets the needs of individuals who are Blind and/or who have a Visual Disability within the United States to access the Digital Properties.

22. Incentive Award to Named Plaintiff.

- 22.1. Subject to Court approval, Saatva shall pay Named Plaintiff an incentive award in the amount of One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00).
- 22.2. Named Plaintiff waives any right to an incentive award in connection with this matter which exceeds the amount provided in Section 22.1.
- 22.3. Saatva shall pay the amount provided in Section 22.1 within fourteen (14) days of the Effective Date by sending a business check or wire transfer payable to “EAST END TRIAL GROUP LLC IOLTA ATTORNEY TRUST ACCOUNT” to Class Counsel in care of Kevin W. Tucker, East End Trial Group LLC, at an address or account to be confirmed by Class Counsel before payment.
- 22.4. The incentive award shall not be subject to withholding deductions and Saatva may issue an IRS Form 1099 to Named Plaintiff, through Class Counsel at the address provided in Section 41.1.

23. Annual Report and Meet-and-Confers.

- 23.1. During the Agreement Term, on the Effective Date’s anniversary date, Saatva shall submit a report to Class Counsel, stating the status of the implementation of this Agreement and identifying any outstanding issues on which the Parties are then in disagreement.
- 23.2. Within thirty (30) days of delivery of the Annual Report, Class Counsel and Saatva or its counsel will meet to discuss the Annual Report, review the implementation of this Agreement, and any outstanding disagreements. Such meetings may be either in person or by telephone. These meetings can be waived if the Parties agree to waiver prior to such meetings.

24. Dispute Resolution Procedure. The Parties shall address disputes relating to any of the provisions of this Agreement as follows:

24.1. Informal Dispute Resolution.

- 24.1.1. If either Party believes a dispute exists relating to this Agreement, it shall notify the other Party in writing, describing the dispute. The other Party shall respond in writing to such notice within fifteen (15) business days of receipt of the notice.
- 24.1.2. If a Settlement Class Member believes a dispute exists relating to Sections 4 through 20 of this Agreement, he or she may notify Class Counsel who, in turn, shall notify Saatva in writing, describing the dispute. Saatva shall respond in writing to such notice within fifteen (15) business days of receipt of the notice.
- 24.1.3. Further, if Saatva is informed of a dispute relating to Sections 4 through 20 of this Agreement by a Settlement Class Member, Saatva shall notify Class Counsel in writing, describing the dispute and providing the Settlement Class Member's contact information, if known. Saatva shall respond in writing to the dispute within fifteen (15) business days of receipt of the dispute. The response shall be directed to Class Counsel. Unless the submission references a Section of this Agreement, this Section shall not apply to complaints submitted through the Accessibility Statement, which complaints Saatva will provide to Class Counsel in the Accessibility Feedback Form Log pursuant to Sections 11 and 19.
- 24.1.4. Within fifteen (15) business days of receipt of the response described in Sections 24.1.1, 24.1.2, or 24.1.3, counsel for the Parties shall meet-and-confer by telephone or in person and attempt to resolve the issue(s) informally. The Parties may agree to enter mediation on the issue(s) in dispute.
- 24.1.5. Saatva shall be responsible for all reasonable attorneys' fees and Costs incurred by Class Counsel and Named Plaintiff in pursuing informal dispute resolution of a nonfrivolous claim pursuant to Section 24.1, if the dispute is not resolved within thirty (30) days.

24.2. Submission to Mediation.

- 24.2.1. In the event that the Parties are unable to resolve their dispute

through such meet-and-confer negotiations, then within forty-five (45) days of receipt of the notice of the dispute, the dispute shall be submitted to non-binding mediation before a mutually agreed-upon mediator in Pittsburgh, Pennsylvania or such other location as the Parties may mutually agree. The mediation may be conducted electronically. Saatva shall be responsible for all reasonable attorneys' fees and Costs incurred by Class Counsel and Named Plaintiff in pursuing mediation of a nonfrivolous claim pursuant to Section 24.2. Saatva will not be responsible for such fees and Costs if the mediator concludes that (1) such costs are not reasonable, or (2) Named Plaintiff did not conduct the negotiations to resolve the dispute in advance of mediation in good faith, or (3) the dispute is frivolous. If Saatva declines to pay such fees and Costs, Named Plaintiff may submit the dispute to the Court.

24.3. Submission to the Court.

- 24.3.1. If the meet-and-confer process and mediation pursuant to Sections 24.1 and 24.2 of this Agreement do not result in a resolution of the dispute within a reasonable time, any Party may make a motion for resolution of the dispute by any United States District Court Judge who may be assigned to the case.
- 24.3.2. In the event that any Party finds it necessary to seek resolution of a dispute by the Court, the Court shall award reasonable attorneys' fees and Costs incurred in pursuing dispute resolution as set forth in Section 24.3 in accordance with the prevailing party standards under the ADA.

25. Attorneys' Fees and Costs Through the Agreement Term.

- 25.1. Subject to Court approval, Saatva shall pay Named Plaintiff's reasonable attorneys' fees and Costs incurred in connection with this matter in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00). East End Trial Group LLC shall provide Saatva with a current W-9 and any further documentation or information necessary to allow it to meet its payment obligations herein.
- 25.2. Class Counsel and Named Plaintiff waives any right to reasonable attorneys' fees and Costs incurred in connection with this matter through the end of the Agreement Term that exceed the amount provided in Section 25.1, other than the right to any reasonable attorneys' fees and Costs awarded pursuant to the Dispute Resolution Procedure.

25.3. Saatva shall pay the amount provided in Section 25.1 within forty-five (45) days following Final Approval by sending a business check or wire transfer payable to “EAST END TRIAL GROUP LLC IOLTA ATTORNEY TRUST ACCOUNT” to Class Counsel in care of Kevin W. Tucker, East End Trial Group LLC, at an address or account to be confirmed by Class Counsel before payment.

26. Attorneys’ Fees and Costs After the Agreement Term.

26.1. First Extended Agreement Term.

26.1.1. If there is a First Extended Agreement Term, Saatva shall pay additional reasonable attorneys’ fees and Costs incurred by Named Plaintiff during the First Extended Agreement Term for work performed by Class Counsel pursuant to this Agreement in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00).

26.1.2. Other than the right to any reasonable attorneys’ fees and Costs awarded pursuant to the Dispute Resolution Procedure, Named Plaintiff waives any right to attorneys’ fees and Costs for work performed by Class Counsel during the First Extended Agreement Term that exceeds the amount provided in Section 26.1.1.

26.1.3. Saatva shall pay the amount provided in Section 26.1.1 no later than forty-five (45) days after the start of the First Extended Agreement Term or the date Saatva receives all necessary IRS forms from East End Trial Group LLC, whichever is later, by sending a business check or wire transfer payable to “EAST END TRIAL GROUP LLC IOLTA ATTORNEY TRUST ACCOUNT” to Class Counsel in care of Kevin W. Tucker, East End Trial Group LLC, at an address or account to be confirmed by Class Counsel before payment.

26.2. Second Extended Agreement Term.

26.2.1. If there is a Second Extended Agreement Term, Saatva shall pay additional reasonable attorneys’ fees and Costs incurred by Named Plaintiff during the Second Extended Agreement Term for work performed by Class Counsel pursuant to this Agreement in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00).

26.2.2. Other than the right to any reasonable attorneys’ fees and Costs awarded pursuant to the Dispute Resolution Procedure, Class Counsel and Named Plaintiff waive any right to attorneys’ fees and

Costs for work performed by Class Counsel during the Second Extended Agreement Term that exceeds the amount provided in Section 26.2.1.

- 26.2.3. Saatva shall pay the amount provided in Section 26.2.1 no later than forty-five (45) days after the start of the Second Extended Agreement Term or the date Saatva receives all necessary IRS forms from East End Trial Group LLC, whichever is later, by sending a business check or wire transfer payable to “EAST END TRIAL GROUP LLC IOLTA ATTORNEY TRUST ACCOUNT” to Class Counsel in care of Kevin W. Tucker, East End Trial Group LLC, at an address or account to be confirmed by Class Counsel before payment.

27. Preliminary Approval, Objections, and Fairness Hearing.

- 27.1. Promptly after execution of this Agreement, Named Plaintiff, through Class Counsel, shall request that the Court schedule a preliminary approval hearing within fourteen (14) days of the request, or as soon thereafter as the Court may set the hearing, and that the Court preliminarily approve this Agreement, and approve the proposed form of notice and plan for providing notice submitted by the Parties.
- 27.2. Named Plaintiff shall ask the Court to schedule a final fairness hearing no less than ninety (90) days after the Notice Deadline set by the Court, or as soon thereafter as the Court may set the hearing.
- 27.3. Named Plaintiff shall ask the Court to order the following procedures for objections: Settlement Class Members may object to the proposed Agreement by filing, within sixty (60) days after the Notice Deadline set by the Court, written objections with the Clerk of the Court. Only such objecting Settlement Class Members shall have the right, and only if they expressly seek it in their objections, to present objections at the fairness hearing. The Parties shall ensure that Settlement Class Members may participate in-person or by electronic conferencing (*e.g.*, Zoom). Appropriate Auxiliary Aids and Services necessary for effective communication (*e.g.*, captioning, audio descriptions, etc.) shall be provided pursuant to The Guide to Judiciary Policy, Vol. 5, § 255.40 (available at <http://www.uscourts.gov/rules-policies/judiciary-policies/court-interpreting-guidance>). Settlement Class Members may contact the Access Coordinator for the United States District Court for the Western District of Pennsylvania or Class Counsel for additional information. As of the date of this Agreement, the Court’s Access Coordinator is Mike Palus, who can be reached at the Joseph F. Weis, Jr. U.S. Courthouse, 700 Grant Street, Pittsburgh, PA 15219, (412) 208-7500.

Settlement Class Members may find additional information regarding the Access Coordinator at <https://www.pawd.uscourts.gov/communication-access-coordinator>.

27.4. The Parties may respond to any timely-filed objections no less than five (5) days before the fairness hearing.

28. **Notice.**

28.1. As soon as practicable, but no later than twenty-one (21) days after the Court's entry of a Preliminary Approval order, Saatva shall, at its expense:

28.1.1. Add dates to the placeholders in the Long-Form Notice accompanying this Agreement as Exhibit 1.

28.1.2. Ensure the Settlement Website is live and may be accessed over the internet. Saatva shall further ensure the Settlement Website is Accessible; the Settlement Website tracks the number of visitors to the Settlement Website; and the Settlement Website remains published for at least 60 days after the date the Court grants final approval of the Settlement Agreement.

28.1.3. Cause the Long-Form Notice to be published on, and make the following documents filed in the Lawsuit available for download on, the Settlement Website: the class action complaint, motion for preliminary approval of class action settlement and all supporting documents, and the Court's orders concerning preliminary approval as well as any supporting memorandum. Saatva shall ensure the documents identified in this Section shall be fully accessible by individuals who use Appropriate Auxiliary Aids and Services.

28.1.4. Display a link to the Settlement Website at the beginning of the Website. Saatva shall ensure this link directs individuals who are Blind and/or who have a Visual Disability to the Settlement Website, and shall have the option to make this link invisible to customers who are not Blind and who do not have a Visual Disability, provided that this link is otherwise Accessible. The link shall include alternative text which reads "Click to view our ADA class action settlement notice." Saatva shall further ensure this link remains published for at least 180 days after the date the Court grants final approval of the Settlement Agreement.

- 28.1.5. Cause a post in the form of Section 28.5 to be published on the following social media accounts: <https://www.facebook.com/saatva/>, <https://www.instagram.com/saatva/>, and <https://x.com/Saatva>. Saatva shall ensure these posts are fully accessible to individuals who use Appropriate Auxiliary Aids and Services. Saatva shall further ensure these posts remain published during the Agreement Term.
- 28.1.6. Publish a blog post on the Website in the form of the Long-Form Notice accompanying this Agreement as Exhibit 1. Saatva shall ensure this post is fully accessible to individuals who use Appropriate Auxiliary Aids and Services. Saatva shall maintain the blog post on its Website during the Agreement Term.
- 28.1.7. Cause an email in the form of Section 28.6 to be sent to each subscriber of Saatva's newsletter. The email's subject line shall read: "Our agreement to make Saatva's on-line store/website accessible to individuals who are blind and/or who have a visual disability". Saatva shall ensure this email is fully accessible to individuals who use Appropriate Auxiliary Aids and Services.
- 28.2. Saatva shall ensure the documents identified in this Section shall be fully accessible by individuals who use Appropriate Auxiliary Aids and Services.
- 28.3. No less than five (5) days before the fairness hearing, Saatva shall file a declaration that all of the obligations of Sections 28.1 and 28.2 have been discharged, along with the number of visitors to the Settlement Website.
- 28.4. As soon as practicable, but no later than twenty-eight (28) days after the Court's entry of a Preliminary Approval order, Class Counsel shall, at its expense, request that at least the following organizations publish notice in the form of Section 28.6 in their respective electronic newsletters and social media accounts such that the notice is sent out within sixty (60) days of Preliminary Approval: ACHIEVA, American Action Fund for Blind Children and Adults, American Council of the Blind, American Foundation for the Blind, Blinded American Veterans Foundation, Blinded Veterans Association, Foundation Fighting Blindness, Pennsylvania Association for the Blind, Disability Law Center, Disability Rights Education and Defense Fund, and National Federation of the Blind.
- 28.5. "Visit <https://www.SaatvaADAsettlement.com> to learn more about Saatva's agreement to make its online store accessible to individuals who are Blind and/or

who have a Visual Disability. Have questions? Contact East End Trial Group at <https://eastendtrialgroup.com>.”

28.6. “A proposed settlement has been reached that would resolve the class action lawsuit *Douglass v. Whitestone Home Furnishings, LLC*, Case No. _____ (W.D. Pa.). The lawsuit alleges that Whitestone Home Furnishings, LLC d/b/a Saatva violated the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*, by failing to take the necessary steps to ensure its website and mobile apps does not discriminate against individuals who are Blind and/or who have a Visual Disability. Under the settlement, Saatva agrees to make its website and any new website or mobile app it develops or acquires accessible to individuals who are Blind and/or who have a Visual Disability. For a more complete summary of the terms of the proposed settlement, please visit <https://www.SaatvaADAsettlement.com>. Have questions? Contact East End Trial Group at <https://eastendtrialgroup.com>”

29. Judgment, Final Approval, and Dismissal.

29.1. Class Counsel and Named Plaintiff shall request that the Court enter a final judgment and order granting Final Approval of this Agreement and enjoining Settlement Class Members from asserting any Released Injunctive Claims. Among other things, the final judgment and order granting Final Approval of this Agreement shall attach this Agreement as an exhibit and shall provide that the Court retains jurisdiction through the Agreement Term in order to enforce this Agreement.

29.2. The Parties shall move to dismiss the Lawsuit with prejudice pursuant to Rule 41 of the Federal Rules of Civil Procedure no later than forty-five (45) days following the date of Final Approval and Saatva’s payment of fees pursuant to Section 26, whichever occurs later. Pursuant to *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375 (1994), the Parties’ joint motion shall request that the Court’s dismissal order expressly retain the Court’s jurisdiction to interpret and enforce this Agreement against Named Plaintiff, Saatva, and Settlement Class Members.

30. No Admission of Liability. By agreeing to and voluntarily entering into this Agreement, there is no admission or concession by Saatva, direct or indirect, express or implied, that the Website is in any way inaccessible, or that Saatva has violated the ADA or any other federal, state, or local law, code, regulation, order, or rule. Nothing in this Agreement shall operate as an admission by Saatva in any context other than within the settlement of this Lawsuit that any particular standard or standards apply to the Website or other Digital Property under the ADA or any other federal or state law.

31. Terms Not Confidential; Non-Disparagement.

- 31.1. The terms of this Agreement are not confidential and will be publicly filed into the Court record of this Lawsuit.
- 31.2. The Parties and their respective counsel, agents, and representatives agree not to make any disparaging remarks about the other Party and their respective counsel relating to this Agreement or the negotiations leading to it.
- 31.3. Plaintiff and Class Counsel agree not to publish or redistribute any reports and communications provided by Saatva and its affiliates under this Agreement. The Parties agree this Section shall not limit Named Plaintiff's reliance on or use of such information while utilizing the Alternative Dispute Resolutions procedures outlined in Section 24. This Section also shall not apply to the extent any other dispute arises concerning compliance with this Agreement.
32. **Release.** Effective on the date of Final Approval, the Injunctive Releasing Parties unconditionally and forever fully and finally release, acquit, and discharge the Saatva Parties from the Released Injunctive Claims. Pursuant to this release, Named Plaintiff and Settlement Class Members shall not bring any claims concerning the Accessibility of the Digital Properties during the Agreement Term. Notwithstanding this release, Named Plaintiff and Settlement Class Members may fully utilize the Dispute Resolution Procedure during the Agreement Term.
33. **Entire Agreement.** This Agreement contains all the agreements, conditions, promises, and covenants among Saatva, Named Plaintiff, Class Counsel, and the Settlement Class regarding matters set forth in this Agreement, and supersedes all prior or contemporaneous agreements, drafts, representations, or understandings, whether written or oral, with respect to the subject matter of this Agreement.
34. **Amendment.** Prior to Final Approval, this Agreement can only be amended by written agreement of the Parties hereto. Following Final Approval, no amendment of this Agreement shall be effective unless such amendment is pursuant to Court order.
35. **Severability.** If any provision or any part of this Agreement shall at any time be held unlawful, or inconsistent with applicable law, in whole or in part, under any federal, state, county, municipal, or other law, ruling, or regulation, then the remaining provisions of this Agreement shall remain effective and enforceable.
36. **Drafting of this Agreement.** This Agreement is deemed to have been drafted by all Parties hereto, as a result of arm's length negotiations among the Parties. Whereas all Parties have contributed to the preparation of this Agreement, this Agreement shall not be construed more strictly against one Party than another.

37. **Execution in Counterparts.** The Parties may execute this Agreement in counterparts, each of which shall constitute an original for all purposes, including any copies of the same, and all duplicate counterparts will be construed together and constitute one agreement. The Parties will be bound by signatures on this document that are transmitted by hand delivery, mail, facsimile, electronic mail, or any other electronic means to the other Party or, if applicable, counsel for the other Party. Such signatures will have the same binding effect as any original signatures. A typed electronic signature will have the same effect as a handwritten signature.
38. **Authority.** The Parties stipulate that the signing individuals have authority to bind the entity that they are signing on behalf of.
39. **Continuing Jurisdiction.** The Parties agree that the Court shall have continuing jurisdiction throughout the Agreement Term (including, if applicable, the First Extended Agreement Term and Second Extended Agreement Term), to interpret and enforce this Agreement.
40. **Deadlines.** The Parties and the Court recognize that from time-to-time unforeseen events, such as exigent business circumstances, labor disputes, natural disasters, personnel issues, pandemics, and negotiations with third parties, cause delays in the accomplishment of objectives, no matter how well-intentioned and diligent the Parties may be. Accordingly, with regard to the provisions of this Agreement that require that certain acts be taken within specified periods, the Parties understand and agree that Court approval shall not be required for reasonable extensions of deadlines. In the event that any Party determines that an action required by this Agreement cannot be taken within the specified time period, that Party shall promptly notify the other Party that it anticipates a delay, state the reasons for the delay, and offer a proposed alternative deadline. The Parties shall endeavor to cooperate in reasonably rescheduling such deadlines. However, if the other Party does not agree to the proposed delay, the Parties shall submit the matter to the Dispute Resolution Procedure.
41. **Communications to Named Plaintiff, Class Counsel, the Settlement Class, and Saatva.** All letters, notices, IRS Form 1099s, requests, demands, and other communications required or permitted to be given to the Parties pursuant to this Agreement shall be in writing, provided by electronic mail, facsimile, and/or next-day express delivery service, and addressed as follows.

41.1. To Named Plaintiff, Class Counsel, or the Settlement Class:

Kevin W. Tucker (He/Him)
Kevin Abramowicz (He/Him)
Stephanie Moore (She/Her)
Chandler Steiger (She/Her)

Kayla Conahan (She/Her)
 Jessica Liu (She/Her)
 EAST END TRIAL GROUP LLC
 6901 Lynn Way, Suite 503
 Pittsburgh, PA 15208
 www.eastendtrialgroup.com
 ktucker@eastendtrialgroup.com
 kabramowicz@eastendtrialgroup.com
 smoore@eastendtrialgroup.com
 csteiger@eastendtrialgroup.com
 kconahan@eastendtrialgroup.com
 jliu@eastendtrialgroup.com
 Tel. (412) 877-5220
 Fax. (412) 626-7101

41.2. To Saatva:

Attention General Counsel
 19-02 Whitestone Expressway
 Suite 201
 Whitestone, NY 11357
legal@saatvamattress.com

with copy to:

Eric M. Fogel
 150 North Michigan Avenue
 Suite 3300
 Chicago, Illinois 60601
efogel@amundsendavislaw.com

Saatva may change the individual(s) to whom notices and communications required or permitted by this Agreement shall be sent by providing Class Counsel with written notification that it wishes to do so.

[Signature block begins on the next page.]

THE PARTIES EXECUTING THIS AGREEMENT BELOW INDIVIDUALLY ACKNOWLEDGE THAT EACH: HAS READ THIS AGREEMENT; UNDERSTANDS, ACCEPTS, AND AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND EXECUTES THIS AGREEMENT VOLUNTARILY, WITH FULL UNDERSTANDING OF ITS CONSEQUENCES, AND WITHOUT DURESS OF ANY KIND.

BLAIR DOUGLASS

Dated: Mar 28, 2025

By: Blair Douglass
Blair Douglass (Mar 28, 2025 15:46 EDT)

**WHITESTONE HOME FURNISHINGS,
LLC d/b/a Saatva**

Dated: March 27, 2025

By: Arthur Melville
DocuSigned by:
73725566D19A4A7...

Its: Chief Operating Officer

APPROVED AS TO FORM AND CONTENT:

**COUNSEL FOR BLAIR DOUGLASS
AND THE SETTLEMENT CLASS**

By: Kevin W. Tucker
Kevin W. Tucker (He/Him)
Kevin Abramowicz (He/Him)
Stephanie Moore (She/Her)
Chandler Steiger (She/Her)
Kayla Conahan (She/Her)
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**COUNSEL FOR WHITESTONE HOME
FURNISHINGS, LLC D/B/A SAATVA**

By: Jarrold Sowell
DocuSigned by:
7AAB8CADEA3B14B...
Jarrod Sowell
General Counsel
19-02 Whitestone Expressway
Suite 201
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Agreement Exhibit 1: Long-Form Notice

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

IF YOU ARE AN INDIVIDUAL WHO IS BLIND AND/OR HAS A VISUAL DISABILITY, YOUR LEGAL RIGHTS MAY BE AFFECTED. PLEASE READ THIS NOTICE AND THE INSTRUCTIONS CAREFULLY

- This notice is to inform you about the proposed settlement that would resolve the class action lawsuit *Douglass v. Whitestone Home Furnishings, LLC d/b/a Saatva*, Case No. (W.D. Pa.).
- The settlement covers all individuals who are blind and/or who have a visual disability who use auxiliary aids and services who have accessed, attempted to access, been deterred from accessing, will access, will attempt to access, or will be deterred from accessing: <https://www.saatva.com>.
- The class action lawsuit alleges that Whitestone Home Furnishings, LLC d/b/a Saatva (“Saatva”) violated the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*, by failing to take the necessary steps to ensure its website and mobile applications do not discriminate against individuals who are blind and/or who have a visual disability who use auxiliary aids and services to access digital content.
- Saatva denies all liability in the case and asserts that its current practices do not violate applicable federal, state, and local law.
- The settlement, which must be approved by the Court, would resolve the lawsuit.
- Saatva has agreed to ensure its website and mobile applications meet the success criteria of the Web Content Accessibility Guidelines 2.1, at Levels A and AA (June 5, 2018), published by the World Wide Web Consortium, available at www.w3.org/TR/WCAG/ and to follow certain steps to ensure that its website and mobile applications becomes and remains accessible.
- You have the right to object to the settlement by **DATE**.
- The Court will hold a final hearing to determine whether to approve the **settlement** on **DATE**.
- Your legal rights are affected whether or not you act. Please read this Notice carefully.

I. WHAT IS THIS LAWSUIT ABOUT?

This case is a class action lawsuit. In a class action, one or more people sue on behalf of others who have similar claims. The person that sues is the class representative. All of the people who have similar claims are part of a “class.” Individual class members do not file lawsuits. Instead, a court resolves all of their claims at once.

This case is a class action that challenges the accessibility of: <https://www.saatva.com> (“Website”). Plaintiff alleged that the Website was not accessible to persons with vision disabilities. Plaintiff alleged that this violated the Americans with Disabilities Act. Plaintiff sought an order to require Saatva to make its online content accessible to persons with vision disabilities.

II. WHO DOES THIS SETTLEMENT AFFECT?

This settlement covers all individuals who are blind and/or who have a visual disability who use auxiliary aids and services to navigate digital content and who have accessed, attempted to access, or been deterred from attempting to access, or who will access, attempt to access, or be deterred from attempting to access <https://www.saatva.com> from the United States.

III. WHAT DOES THE SETTLEMENT PROVIDE?

A. Saatva Will Make Its Digital Properties Accessible.

Under the settlement, Saatva agrees to take steps to make <https://www.saatva.com>, its current mobile applications, and any new website or mobile application it develops or acquires (collectively “Digital Properties”) accessible to individuals who are blind and/or who have a visual disability and who use auxiliary aids and services to access digital content. Saatva will ensure the Digital Properties meet the success criteria of the Web Content Accessibility Guidelines 2.1, at Levels A and AA (June 5, 2018), published by the World Wide Web Consortium, available at www.w3.org/TR/WCAG/ and to follow certain steps to ensure that its website becomes and remains accessible.

B. Saatva Will Institute Accessibility Procedures To Ensure Accessibility.

Saatva will also incorporate detailed steps into its accessibility policies and practices to ensure its Digital Properties become and remain accessible to individuals who are blind and/or who have a visual disability and who use auxiliary aids and services to access digital content.

1. For each new, renewed, or renegotiated contract with a vendor of Third-Party Content, Saatva shall request that the vendor commit to provide content in a format that conforms to WCAG 2.1 or can be made to conform to WCAG 2.1.

2. Saatva shall be required to designate team of its employees and/or contractors as the Accessibility Coordination Team tasked to ensure the Digital Properties are accessible and that accessibility-related questions and concerns from consumers are resolved in a timely manner.
3. Saatva shall retain an Accessibility Consultant knowledgeable about digital accessibility, the ADA, WCAG 2.1, and accessibility. The Accessibility Consultant's duties shall include, among other things: (a) assisting Saatva to conduct an initial accessibility audit; (b) assisting Saatva to develop and implement an accessibility strategy; (c) advising assisting Saatva as to how to make the Digital Properties accessible; (d) assisting Saatva in performing accessibility audits and end-user testing on a regular basis; (e) providing Saatva with a status report on an annual basis that identifies content, features, and services on the Digital Properties that are not accessible and measures to remediate them; and (f) verifying the Digital Properties are accessible in the final Letter of Accessibility.
4. Saatva shall complete an initial accessibility audit of <https://www.saatva.com>. The audit shall be conducted in a professional manner and benchmarked by appropriate processes, including automated and end-user testing, consistent with the accessibility consultant's recommendations.
5. Saatva shall develop and implement an accessibility strategy designed to ensure that the Digital Properties are accessible.
6. Saatva shall display a link to an accessibility statement at the beginning of a visitor's experience on the Digital Properties so that individuals who are blind and/or who have a visual disability and who use auxiliary aids and services can perceive the link to the accessibility statement as if it were located at the top of each homepage throughout the Digital Properties. This will ensure that individuals who are blind and/or who have a visual disability and who use auxiliary aids and services learn of the resources located on the accessibility statement.
7. Saatva shall train all employees responsible for website or mobile application design, development, or maintenance to ensure the future design, development, and maintenance of the Digital Properties are and remain conformant to WCAG 2.1 A/AA.
8. Saatva shall ensure its customer service personnel are trained to assist individuals with disabilities (including individuals who are blind and/or who have a visual disability) who encounter difficulties using the Digital Properties and to timely assist such individuals within published hours of operation.

9. Saatva shall modify its existing bug fix policies, practices, and procedures to include the elimination of bugs that create accessibility barriers, including those that prohibit effective communication or impair the accessibility of the Digital Properties.
10. Saatva shall provide support during regular business hours to assist individuals with disabilities who encounter accessibility issues regarding the Digital Properties.

C. Saatva Will Create A Dispute Resolution Procedure To Address Accessibility Issues.

Additionally, Saatva will forward any complaint or issue raised to its customer services regarding the accessibility of its Digital Properties to Class Counsel (defined below), who shall work with Saatva to ensure the issue is resolved consistent with the proposed settlement. Class Counsel will monitor Saatva's compliance with the settlement as well.

D. Saatva Will Pay Class Co-Counsel's Attorneys' Fees And Costs.

The settlement also provides that the named individual plaintiff who served as class representative will receive a \$1,500.00 incentive award, subject to court approval, in return for a release of his individual claims.

Finally, East End Trial Group LLC ("Class Counsel"), the attorneys who represent the class, will have the right to seek attorneys' fees and costs up to (a) \$50,000.00 for work performed up to Saatva's deadline to makes its Digital Properties accessible, (b) \$15,000.00 for additional work if Saatva requires one extra year to make the Digital Properties accessible, and (c) another \$15,000.00 if Saatva requires a second year to make the Digital Properties accessible. Class Counsel will file a motion asking the Court to award reasonable fees and costs to reimburse them for work they performed on this case. The Court must approve the amount awarded even if the parties reach an agreement on the amount. This motion for fees and costs will be available at <https://www.SaatvaADAsettlement.com> within seven days after it is filed with the Court.

IV. DOES THE SETTLEMENT AFFECT MY LEGAL RIGHTS?

All class members will be bound by the terms of the settlement relating to access to the Digital Properties for individuals who are blind and/or who have a visual disability and who use auxiliary aids and services to access digital content, if the settlement agreement is approved by the Court. If the settlement is approved, all class members will release and forever discharge all claims for injunctive relief under all federal, state, and local laws related to alleged discrimination by Saatva against individuals who are blind and/or who have a visual disability and who use auxiliary aids and services to access digital content that arose before the Settlement Agreement becomes effective. Class members, other than the named plaintiff in the lawsuit, are not releasing any claims for monetary damages.

V. CAN I OBJECT TO THE SETTLEMENT?

You have the right to object to the proposed settlement agreement if you do not like part or all of it.

If you wish to object to the proposed settlement, you must do so in writing on or before **DATE**. Your written objections must:

- a) clearly identify the case name and number, *Douglass v. Whitestone Home Furnishings, LLC d/b/a Saatva*, Case No. _____ (W.D. Pa.);
- b) be submitted to the Court either by mailing them to the Clerk of the Court for the United States District Court for the Western District of Pennsylvania, 700 Grant Street, Courtroom _____, Pittsburgh, PA 15219, or by filing them in person at any location of the United States District Court for the Western District of Pennsylvania;
- c) and be received on or before **DATE**.

If you wish to appear and present your objection orally at the fairness hearing, you must first submit a written objection and in your written objection you must indicate your intention to appear and be heard at the fairness hearing. If you appear through your own attorney, you are responsible for paying that attorney.

VI. DO I HAVE A LAWYER IN THIS CASE?

The Court has appointed Kevin Tucker, Kevin Abramowicz, Stephanie Moore, Chandler Steiger, Kayla Conahan, and Jessica Liu of East End Trial Group as Lead Counsel (“Class Counsel”) on behalf of the class members. Class Counsel’s contact information can be found in Section 41.1 of the settlement agreement.

You do not need to hire a lawyer because Class Counsel is working on your behalf. You do not need to pay Class Counsel, as the settlement provides that Saatva will pay their fees and costs in an amount approved by the Court.

VII. WHEN AND WHERE WILL THE COURT APPROVE THE SETTLEMENT?

The Court will hold a hearing to decide whether to approve the settlement on **DATE**. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. You are not required to attend the final fairness hearing.

VIII. HOW DO I GET MORE INFORMATION ABOUT THE SETTLEMENT?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at <https://www.SaatvaADAsettlement.com>, contact Class Counsel using the information below, access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.pawd.uscourts.gov>, or visit the office of the Clerk of the Court for the United States District Court for the Western District of Pennsylvania, 700 Grant Street, Courtroom _____, Pittsburgh, PA 15219, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

To obtain a copy of this notice in alternate formats, contact Class Counsel using the information below.

IX. CONTACT INFORMATION

Please do not contact the Court, the Court clerk's office, or Defense Counsel with questions about this settlement. Any questions must be directed to Class Counsel at the numbers and addresses below.

Class Counsel:

Kevin Tucker
Kevin Abramowicz
Stephanie Moore
Chandler Steiger
Kayla Conahan
Jessica Liu
EAST END TRIAL GROUP LLC
6901 Lynn Way, Suite 503
Pittsburgh, PA 15208
ktucker@eastendtrialgroup.com
kabramowicz@eastendtrialgroup.com
smoore@eastendtrialgroup.com
csteiger@eastendtrialgroup.com
kconahan@eastendtrialgroup.com
jliu@eastendtrialgroup.com
Tel. (412) 877-5220
<https://eastendtrialgroup.com/>

Exhibit 2: Proposed Notice Plan

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA

PITTSBURGH DIVISION

BLAIR DOUGLASS, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

WHITESTONE HOME FURNISHINGS, LLC
d/b/a SAATVA,

Defendant.

Case No. 2:25-cv-00460-DSC

NOTICE PLAN

1. Within twenty-one (21) days of the Court's Order Granting Plaintiff's Motion to Certify Class For Settlement Purposes and for Preliminary Approval of Class Action Settlement, Defendant shall, at its expense:

(a) Add dates to the placeholders in the Long-Form Notice accompanying the Agreement as Agreement Exhibit 1.

(b) Ensure the Settlement Website is live and may be accessed over the internet. Defendant shall further ensure the Settlement Website tracks the number of visitors to the Settlement Website, and the Settlement Website remains published for at least sixty (60) days after the date the Court grants final approval of the Agreement.

(c) Cause the Long-Form Notice to be published on, and make the following documents filed in this Lawsuit available for download on, the Settlement Website: the class action complaint, motion for preliminary approval of class action settlement and supporting documents, and the Court's orders concerning preliminary approval as well as any supporting memorandum.

Defendant shall ensure the Settlement Website and the documents identified in this Subsection shall be fully accessible by individuals who use screen reader auxiliary aids.

(d) Display a link to the Settlement Website at the beginning of the Website. Defendant shall ensure this link directs individuals who are Blind and/or who have a Visual Disability to the Settlement Website, and shall have the option to make this link invisible to customers who are not Blind and who do not have a Visual Disability, provided that this link is otherwise Accessible. The link shall include alternative text which reads “Click to view our ADA class action settlement notice.” Defendant shall further ensure this link remains published for at least 180 days after the date the Court grants final approval of the Settlement Agreement.

(e) Cause a post in the form set forth below to be published on the following social media accounts: <https://www.facebook.com/>, <https://www.instagram.com/>, and <https://twitter.com/>. Defendant shall ensure these posts are fully accessible to individuals who use Appropriate Auxiliary Aids and Services. Defendant shall further ensure these posts remain published during the Agreement Term.

Visit <https://www.SaatvaADAsettlement.com> to learn more about Saatva’s agreement to make its online store accessible to individuals who are Blind and/or who have a Visual Disability. Have questions? Contact East End Trial Group at <https://eastendtrialgroup.com>.

(f) Publish a blog post on the Website in the form of the Long-Form Notice accompanying the Agreement as Agreement Exhibit 1. Defendant shall ensure this post is fully accessible to individuals who use Appropriate Auxiliary Aids and Services. Defendant shall maintain the blog post on its Website during the Agreement Term.

(g) Cause an email in the form set forth below to be sent to each subscriber of Defendant’s email newsletter. The email’s subject line shall read: “Our agreement to make

Saatva's website accessible". Defendant shall ensure this email is fully accessible to individuals who use Appropriate Auxiliary Aids and Services.

A proposed settlement has been reached that would resolve the class action lawsuit *Douglass v. Whitestone Home Furnishings, LLC*, Case No. (W.D. Pa.). The lawsuit alleges that Whitestone Home Furnishings, LLC dba Saatva violated the Americans with Disabilities Act, 42 U.S.C. §§ 12101, et seq., by failing to take the necessary steps to ensure its website and mobile apps does not discriminate against individuals who are Blind and/or who have a Visual Disability. Under the settlement, Saatva agrees to make its website and any new website or mobile app it develops or acquires accessible to individuals who are Blind and/or who have a Visual Disability. For a more complete summary of the terms of the proposed settlement, please visit <https://www.SaatvaADAsettlement.com>. Have questions? Contact East End Trial Group at <https://eastendtrialgroup.com>.

2. Defendant shall ensure the documents identified in the previous paragraphs shall be fully accessible by individuals who use Appropriate Auxiliary Aids and Services.

3. No less than five (5) days before the fairness hearing, Defendant shall file a declaration that all of the obligations above, *supra*, have been discharged, along with the number of visitors to the Settlement Website.

4. As soon as practicable, but no later than twenty-eight (28) days after the Order Granting Plaintiff's Motion to Certify Class For Settlement Purposes and for Preliminary Approval of Class Action Settlement, Class Counsel shall, at its expense, request that at least the following organizations publish notice in the form set forth below in their respective electronic newsletters and social media accounts such that the notice is sent out within sixty (60) days of Preliminary Approval: ACHIEVA, American Action Fund for Blind Children and Adults, American Council of the Blind, American Foundation for the Blind, Blinded American Veterans Foundation, Blinded Veterans Association, Foundation Fighting Blindness, Pennsylvania Association for the Blind, Disability Law Center, Disability Rights Education and Defense Fund, and National Federation of the Blind.

A proposed settlement has been reached that would resolve the class action lawsuit *Douglass v. Whitestone Home Furnishings, LLC*, Case No. (W.D. Pa.). The lawsuit alleges that Whitestone Home Furnishings, LLC d/b/a Saatva violated the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*, by failing to take the necessary steps to ensure its website and mobile apps does not discriminate against individuals who are Blind and/or who have a Visual Disability. Under the settlement, Saatva agrees to make its website and any new website or mobile app it develops or acquires accessible to individuals who are Blind and/or who have a Visual Disability. For a more complete summary of the terms of the proposed settlement, please visit <https://www.SaatvaADAsettlement.com>. Have questions? Contact East End Trial Group at <https://eastendtrialgroup.com>.

5. Within sixty (60) days of this order, Defendant or Defendant's counsel shall file a declaration evidencing Defendant's compliance with this order.

6. Within sixty (60) days of this order, Class Counsel shall file a declaration evidencing its compliance with this order.

Exhibit 3:
Plaintiff's Counsel's Resumes



6901 Lynn Way, Suite 503
Pittsburgh, PA 15208
www.eastendtrialgroup.com



Kevin W. Tucker

Partner (He/Him)

Tel. (412) 877-5220

ktucker@eastendtrialgroup.com

Kevin has consistently helped individuals pursue justice at all levels of the judicial system. Kevin's represented laborers across Pennsylvania before workers' compensation judges. He's tried § 1983 cases for inmates seeking adequate medical care. He's represented groups of consumers and individuals with disabilities in litigation across the country.

PRACTICE AREAS

Deceptive Business Practices and
Consumer Protection

Americans with Disabilities Act

Privacy Violations

EDUCATION

University of Pittsburgh School of
Law, J.D., 2011

University of Michigan, BA, 2008

ACCOLADES

SuperLawyers, Rising Stars,
Pennsylvania Rising Star for Class
Action & Mass Torts (2021-2025)

LawDragon, 500 Leading Plaintiff
Consumer Lawyers (2022-2025)

ACHIEVA Award of Excellence in
Legal Services (2023)

University of Pittsburgh School of
Law Alumni Association, Young
Alumni Award (2023)

MDL APPOINTMENTS

*In Re: Philips Recalled CPAP, Bi-
Level PAP, and Mechanical
Ventilator Products Litigation*,
MDL 3014 (W.D. Pa.)

Kevin co-founded East End Trial Group in 2020. Today, he has a diverse practice centering on consumer protection, privacy, and the Americans with Disabilities Act. His contributions to these fields have been recognized by the judiciary, bar, and community.

In 2022, Judge Conti of the Western District of Pennsylvania appointed Kevin to a leadership position *In Re: Philips Recalled CPAP, Bi-Level PAP, and Mechanical Ventilator Products Litigation*, MDL 3014, Doc. 395 (W.D. Pa.). Following this appointment, the Leadership Development Committee voted Kevin to serve as Co-Chair.

During a fairness hearing in 2023, opposing counsel noted:

Your Honor, in my 36 years of practice, I think I can say that this is probably the only time I've said this on the record: I can think of few attorneys that represent the ideals of what it means to be an attorney and counselor of law and to uphold the standards of what it means to be a member of this bar than plaintiff's counsel. We litigated this case over a period of many years. And, again, they understand how to disagree without being disagreeable. And I think that their clients have been very, very well-represented by them.

Douglass v. Mondelēz Global LLC, No. 2:22-cv-00875, H'rg Tr., 14-15 (W.D. Pa. Sept. 19, 2023).

KEVIN W. TUCKER

(continued)

PROFESSIONAL AFFILIATIONS

University of Pittsburgh School of Law Board of Visitors (2024-)

University of Pittsburgh School of Law Alumni Board of Governors, President Elect (2023-), Vice-President (2021-2023), Secretary (2019-2021)

Allegheny County Bar Association, Civil Rights Litigation Committee, Chair (2020-21)

Pittsburgh Center for Creative Reuse, President (2014-2016), Board Member (2012-2014)

University of Pittsburgh School of Law, Pitt Legal Income Sharing Founding, President (2009-2011)

FAVORITE RACES

Endless Mountains 5-day (330-mile) Adventure Race, Williamsport, PA

Rachel Carson Trail Challenge, Western Pennsylvania

Western Pennsylvania Orienteering Club's Racoongaine, Raccoon Creek State Park, PA

Canal Corridor 100-mile Endurance Run, Akron, OH

Twisted Branch 100k, Hammondsport, NY

In 2023, Kevin received the ACHIEVA Award of Excellence in Legal Services, recognizing his "extraordinary efforts on behalf of people with disabilities and their families."

Courts have appointed Kevin as class counsel in many cases concerning the rights of consumers. *See, e.g., Murphy v. Charles Tyrwhitt, Inc.*, 2020 U.S. Dist. LEXIS 222540 (W.D. Pa. Nov. 25, 2020) (Baxter, J.); *Murphy v. Eyebobs, LLC*, 2021 U.S. Dist. LEXIS 192676 (W.D. Pa. Oct. 6, 2021) (Lanzillo, J.); *Haston v. Phillips & Cohen Associates, LTD*, 2:20-cv-01069-WSS, Doc. 45 (W.D. Pa. Nov. 11, 2021) (Stickman, J.); *Giannaros v. Poly-Wood, LLC*, No. 1:21-cv-10351, Doc. 45 (D. Mass. Oct. 27, 2022); *Douglass v. Optavia LLC*, No. 2:22-cv-00594, Doc. 38 (W.D. Pa. Jan. 23, 2023) (Wiegand, J.); *Douglass v. P.C. Richard & Son, LLC*, No. 2:22-cv-00399, Doc. 55 (W.D. Pa. June 27, 2023) (Kelly, J.); *Fischer v. Instant Checkmate LLC*, No. 1:19-cv-4892, Doc. 272 (N.D. Ill. Sept. 8, 2023); *Douglass v. Mondelēz Global LLC*, No. 2:22-cv-00875, Doc. 26 (W.D. Pa. Sept. 19, 2023) (Hardy, J.), and *Douglass v. iFit Inc.*, No. 2:23-cv-00917, Doc. 29 (W.D. Pa. Apr. 11, 2024) (Horan, J.).

Before founding East End, Kevin was a Partner at a national plaintiffs-side class action law firm that The Legal Intelligencer named Litigation Department of the Year for work the firm did while he was a member of that team.

Kevin works to create positive working relationships with co- and opposing counsel. He works with teams to gameplan for the entire case at the start of the case and readjusts confidently and quickly when appropriate.



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Kevin Abramowicz

Partner

Tel. (412) 223-5740

kabramowicz@eastendtrialgroup.com

While in law school, Kevin served as an Article Editor for the University of Pittsburgh Law Review and as a judicial extern for the Western District of Pennsylvania. Since then, Kevin represented thousands of individuals in many areas of law, seeking to enforce and protect their rights. Kevin began his career at a national, plaintiff class action law firm. After that, Kevin founded a consumer rights law firm. Today, Kevin is co-founder of East End Trial Group.

PRACTICE AREAS

Deceptive Business Practices
Consumer Financial Protection
Americans with Disabilities Act
Privacy Violations

EDUCATION

University of Pittsburgh, JD, 2015
University of Pittsburgh, BA, 2011

BAR ADMISSIONS

Pennsylvania
Western District of Pennsylvania
Middle District of Pennsylvania
Eastern District of Pennsylvania
District of Maryland
Northern District of New York
Third Circuit Court of Appeals
Fourth Circuit Court of Appeals
Fifth Circuit Court of Appeals

PROFESSIONAL AFFILIATIONS

National Association of Consumer Advocates

Courts certified Kevin as class counsel in cases concerning the rights of consumers, employees denied fair wages, and persons with disabilities denied access to services. *Haston v. Resurgent Cap. Servs., Inc.*, No. 20-cv-01008, Doc. 72 (W.D. Pa. May 2, 2024) (Hardy, J.); *Douglass v. iFIT Inc.*, No. 2:23-cv-00917, Doc. 29 (W.D. Pa. Apr. 11, 2024) (Horan, J.); *Douglass v. Mondelez Global LLC*, No. 22-cv-00875, Doc. 26 (W.D. Pa. Sept. 19, 2023) (Hardy, J.); *Murphy v. Le Sportsac Inc.*, No. 22-cv-00058, Doc. 57 (W.D. Pa. July 6, 2023) (Lanzillo, J.); *Douglass v. P.C. Richard & Son, LLC*, No. 22-cv-00399, Doc. 55 (W.D. Pa. June 27, 2023) (Kelly, J.); *Howard v. LVNV Funding, LLC*, No. 19-cv-00093, 2023 U.S. Dist. LEXIS 52294 (W.D. Pa. Mar. 22, 2023) (Gibson, J.); *Douglass v. Optavia LLC*, No. 22-cv-00594, Doc. 38 (W.D. Pa. Jan. 23, 2023) (Wiegand, J.); *Butela v. Midland Credit Mgmt., Inc.*, 341 F.R.D. 581 (W.D. Pa. 2022) (Stickman, J.); *Murphy v. The Hundreds Is Huge, Inc.*, No. 21-cv-00204, Doc. 41 (W.D. Pa. Nov. 17, 2022) (Lanzillo, J.); *Giannaros v. Poly-Wood, LLC*, No. 21-cv-10351, Doc. 45 (D. Mass. Oct. 27, 2022) (Young, J.); *Haston v. Philips & Cohen Assocs., Ltd.*, No. 20-cv-01069, Doc. 58 (W.D. Pa. May 17, 2022) (Stickman, J.); *Murphy v. Charles Tyrwhitt, Inc.*, No. 20-cv-00056, Doc. 47 (W.D. Pa. Feb. 16, 2022) (Baxter, J.); *Murphy v. Eyebobs, LLC*, No. 21-cv-00017, Doc. 49 (W.D. Pa. Feb. 9, 2022) (Lanzillo J.); *White v. 1 Person At A Time, LLC*, No. 17-cv-01047, Doc. 28 (W.D. Pa. June 15, 2018) (Fischer, J.); *Hernandez v. AutoZone, Inc.*, 323 F.R.D. 496 (E.D.N.Y. 2018) (Block, J.).

KEVIN ABRAMOWICZ

(continued)

Kevin also has routinely defended the constitutional right of consumers to a jury trial. *Franklin v. Cleo AI Inc.*, 741 F. Supp. 3d 300 (D. Md. 2024); *Pierce v. FloatMe Corp.*, No. GD-24-02169, 2024 Pa. Dist. & Cnty. Dec. LEXIS 1163 (C.P. Allegheny Dec. 19, 2024); *Franklin v. Dave, Inc.*, No. 24-cv-00687, 2024 U.S. Dist. LEXIS 222844 (D. Md. Dec. 10, 2024); *Checchia v. Solo Funds*, No. 23-cv-444, 2023 U.S. Dist. LEXIS 98889 (E.D. Pa. June 7, 2023), *vacated on other grounds*, 2024 U.S. App. LEXIS 20004 (3d Cir. Aug. 8, 2024); *Haston v. Resurgent Cap. Servs., L.P.*, No. 20-cv-01008, 2022 U.S. Dist. LEXIS 176901 (W.D. Pa. Sept. 29, 2022); *Zirpoli v. Midlaine Funding LLC*, No. 19-cv-01428, 2021 U.S. Dist. LEXIS 125923 (M.D. Pa. July 7, 2021), *overturned on appeal*, 48 F.4th 136 (3d Cir. 2022), *Haston v. Resurgent Cap. Servs., L.P.*, No. 20-cv-01008, 2020 U.S. Dist. LEXIS 239227 (W.D. Pa. Dec. 21, 2020); *Howard v. LVNV Funding, LLC*, No. 19-cv-00093, 2020 U.S. Dist. LEXIS 227896 (W.D. Pa. Dec. 4, 2020).



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Stephanie Moore

Attorney (She/Her)

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While in law school, Stephanie served as a judicial intern for Magistrate Judge Lisa Pupo Lenihan of the U.S. District Court for the Western District of Pennsylvania and a law fellow in the Allegheny County Court of Common Pleas for Judge Kim Eaton. Stephanie also provided free legal services to low-income adults via the Pitt Law Elder Law Clinic and served as a Managing Editor for the University of Pittsburgh Journal of Law and Commerce.

After law school, Stephanie joined East End Trial Group, where she assists with the litigation of consumer protection and civil rights cases, including class actions challenging usurious lending and deceptive debt collection practices, and individual and class cases alleging disability discrimination.

Since joining East End Trial Group, Stephanie has been certified as class counsel in a number of cases on behalf of nationwide classes of visually impaired individuals who use screen reader auxiliary aids to access digital content. *Murphy v. The Hundreds Is Huge, Inc.*, No. 1:21-cv-00204, 2022 U.S. Dist. LEXIS 211942 (W.D. Pa. Nov. 17, 2022) (Lanzillo, J.); *Douglass v. P.C. Richard & Son, LLC*, No. 2:22-cv-00399, Doc. 55 (W.D. Pa. June 27, 2023) (Kelly, J.); *Murphy v. Le Sportsac, Inc.*, No. 1:22-cv-00058, Doc. 57 (W.D. Pa. July 6, 2023) (Lanzillo, J.); *Douglass v. Mondelez Global LLC*, No. 2:22-cv-00875, Doc. 26 (W.D. Pa. Sept. 19, 2023) (Hardy, J.); *Douglass v. iFit Inc.*, No. 2:23-cv-00917, Doc. 29 (W.D. Pa. Apr. 11, 2024) (Horan, J.).

Stephanie has also contributed research and writing in several other class action cases. *See Butela v. Midland Credit Mgmt., Inc.*, 341 F.R.D. 581 (W.D. Pa. 2022); *Fitchett v. PetMed Express, Inc.*, No. 2:24-cv-710 (W.D. Pa.); *Kaper v. The Pennsylvania Game Commission*, 1:24-cv-00164 (M.D. Pa.); *Caughey v. Bridgecrest Acceptance Corp.*, No. 2:23-cv-00264 (W.D. Pa.); *Haston v. Resurgent Cap. Servs., Inc.*, No. 2:20-cv-01008 (W.D. Pa.).

PRACTICE AREAS

Deceptive Business Practices and
Consumer Protection

Consumer Financial Protection

Consumer Privacy Protection

Disability Rights

EDUCATION

University of Pittsburgh School of
Law, J.D., 2020

University of Pittsburgh, B.S.,
Business Administration, 2017

Kennedy Catholic High School,
2013

BAR ADMISSIONS

Commonwealth of Pennsylvania

Third Circuit Court of Appeals

Western District of Pennsylvania

Eastern District of Pennsylvania

Middle District of Pennsylvania

Northern District of New York



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Pittsburgh, PA 15208
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Kayla Conahan

Attorney (She/Her)

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While in law school, Kayla served as a law clerk for a personal injury and medical mal practice law firm. She also volunteered at a pro bono law clinic and currently serves on the clinic's board.

After law school, Kayla advanced from law clerk to plaintiff's attorney. She went on to represent low-income tenants in eviction hearings at City of Pittsburgh magistrate courts and successfully navigated eviction appeals in the Court of Common Pleas. In addition to her litigation expertise, Kayla has also provided legal counsel to small businesses.

Since joining East End Trial Group in 2024, Kayla has represented consumers harmed by false lending practices, illegal written warranty practices, deceptive advertising, and false reference pricing. Kayla has also contributed research and writing in several class action cases, *see Fitchett v. PetMed Express, Inc.*, No. 2:24-cv-710 (W.D. Pa.); *Caughey v. Bridgecrest Acceptance Corp.*, No. 2:23-cv-00264 (W.D. Pa.), and *Kaper v. The Pennsylvania Game Commission*, 1:24-cv-164 (M.D. Pa.).

Kayla joins a team at East End that has been certified as class counsel at least eight times in cases involving classes of visually impaired individuals who use screen reader auxiliary aids to access digital content. *Murphy v. Eyebobs, LLC*, No. 1:21-cv-17, Doc. 49 (W.D. Pa. Feb. 9, 2022); *Murphy v. Charles Tyrwhitt, Inc.*, No. 1:20-cv-00056, Doc. 47 (W.D. Pa. Feb. 16, 2022); *Murphy v. The Hundreds Is Huge, Inc.*, No. 1:21-cv-00204, 2022 U.S. Dist. LEXIS 211942 (W.D. Pa. Nov. 17, 2022); *Douglass v. Optavia, LLC*, No. 2:22-cv-00594, Doc. 38 (W.D. Pa. Jan. 23, 2023); *Douglass v. P.C. Richard & Son, LLC*, No. 2:22-cv-00399, Doc. 55 (W.D. Pa. June 27, 2023); *Murphy v. Le Sportsac, Inc.*, No. 1:22-cv-00058, Doc. 57 (W.D. Pa. July 6, 2023); *Douglass v. Mondelez Global LLC*, No. 2:22-cv-00875, Doc. 26 (W.D. Pa. Sept. 19, 2023); and *Douglass v. iFIT Inc.*, No. 2:23-cv-00917, Doc. 29 (W.D. Pa. Apr. 11, 2024).

PRACTICE AREAS

Deceptive Business Practices and
Consumer Protection

Consumer Financial Protection

Consumer Privacy Protection

Disability Rights

EDUCATION

University of Pittsburgh School of
Law, J.D., 2020

Geneva College, B.A., Political
Science, 2016

BAR ADMISSIONS

Commonwealth of Pennsylvania

Third Circuit Court of Appeals

Western District of Pennsylvania

Eastern District of Pennsylvania

Middle District of Pennsylvania

Northern District of New York



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Before law school, Chandler served as a judicial intern for now-President Judge Shawn D. Meyers of the Court of Common Pleas of the 39th Judicial District of Pennsylvania.

While in law school, Chandler served as a judicial intern for Judge Mary Jane Bowes of the Pennsylvania Superior Court and for Magistrate Judge Lisa Pupo Lenihan of the U.S. District Court for the Western District of Pennsylvania.

After law school, Chandler joined East End Trial Group (EETG), where she assists with litigating various consumer protection and civil rights cases, including class cases challenging usurious lending and deceptive debt collection practices, and individual and class cases alleging disability discrimination.

Since joining EETG, five federal judges have certified Chandler as class counsel for nationwide classes of visually impaired individuals who rely on screen reader auxiliary aids to access digital content. *See Murphy v. The Hundreds Is Huge, Inc.*, No. 1:21-cv-00204, 2022 U.S. Dist. LEXIS 211942 (W.D. Pa. Nov. 17, 2022) (Lanzillo, J.); *Douglass v. Optavia, LLC*, No. 2:22-cv-00594, Doc. 38 (W.D. Pa. Jan. 23, 2023) (Wiegand, J.); *Douglass v. P.C. Richard & Son, LLC*, No. 2:22-cv-00399, Doc. 55 (W.D. Pa. June 27, 2023) (Kelly, J.); *Murphy v. Le Sportsac, Inc.*, No. 1:22-cv-00058, Doc. 57 (W.D. Pa. July 6, 2023) (Lanzillo, J.); *Douglass v. Mondelez Global LLC*, No. 2:22-cv-00875, Doc. 26 (W.D. Pa. Sept. 19, 2023) (Hardy, J.); *Douglass v. iFIT Inc.*, No. 2:23-cv-00917, Doc. 29 (W.D. Pa. Apr. 11, 2024) (Horan, J.). Chandler has also successfully defended consumers' rights to pursue claims in court. *See Haston v. Resurgent Capital Servs., L.P.*, No. 2:20-cv-01008, 2022 U.S. Dist. LEXIS 176901 (W.D. Pa. Sept. 29, 2022) (denying motion to compel arbitration with prejudice).

PRACTICE AREAS

Deceptive Business Practices and
Consumer Protection

Consumer Financial Protection

Disability Rights

EDUCATION

University of Pittsburgh School of
Law, J.D., 2020

Bucknell University, B.A., 2017

Mercersburg Academy, 2013

BAR ADMISSIONS

Commonwealth of Pennsylvania

Third Circuit Court of Appeals

Western District of Pennsylvania

Eastern District of Pennsylvania

Middle District of Pennsylvania

Northern District of New York



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While in law school, Jessica advocated for refugees and asylum seekers appearing in Immigration Court via the Pitt Law Immigration Law Clinic, and served as a Senior Managing Editor for the University of Pittsburgh Law Review.

After law school, Jessica joined K&L Gates LLP, where she represented both plaintiffs and defendants in high-stakes litigation cases involving insurance policies, commercial agreements, and construction contracts.

Since joining East End Trial Group in 2024, Jessica has focused her practice on consumer protection class actions and disability discrimination. Jessica represents consumers injured by deceptive advertising, false reference pricing, false labeling, and usurious lending. Jessica has also contributed research and writing to several class actions in state and federal court, *see Fitchett v. PetMed Express, Inc.*, No. 2:24-cv-710 (W.D. Pa.); *Cecchia v. Solo Funds, Inc.*, No. 2:23-cv-00444 (E.D. Pa.); *Pierce v. Empower Finance Inc.*, No. GD-24-12584 (C.P. Allegheny); and *Orubo v. Activehours, Inc.*, No. 5:24-cv-04702 (N.D. Ca.).

PRACTICE AREAS

Deceptive Business Practices and
Consumer Protection

Consumer Financial Protection

Disability Rights

Shareholder Disputes

EDUCATION

University of Pittsburgh School of
Law, J.D., 2020

Florida State University, B.S.,
International Affairs, 2016

BAR ADMISSIONS

Commonwealth of Pennsylvania

Third Circuit Court of Appeals

Western District of Pennsylvania

Eastern District of Pennsylvania

Middle District of Pennsylvania

Northern District of New York

Jessica joins a team at East End that has been certified as class counsel at least eight times in cases involving classes of visually impaired individuals who use screen reader auxiliary aids to access digital content. *Murphy v. Eyebobs, LLC*, No. 1:21-cv-17, Doc. 49 (W.D. Pa. Feb. 9, 2022); *Murphy v. Charles Tyrwhitt, Inc.*, No. 1:20-cv-00056, Doc. 47 (W.D. Pa. Feb. 16, 2022); *Murphy v. The Hundreds Is Huge, Inc.*, No. 1:21-cv-00204, 2022 U.S. Dist. LEXIS 211942 (W.D. Pa. Nov. 17, 2022); *Douglass v. Optavia, LLC*, No. 2:22-cv-00594, Doc. 38 (W.D. Pa. Jan. 23, 2023); *Douglass v. P.C. Richard & Son, LLC*, No. 2:22-cv-00399, Doc. 55 (W.D. Pa. June 27, 2023); *Murphy v. Le Sportsac, Inc.*, No. 1:22-cv-00058, Doc. 57 (W.D. Pa. July 6, 2023); *Douglass v. Mondelez Global LLC*, No. 2:22-cv-00875, Doc. 26 (W.D. Pa. Sept. 19, 2023); and *Douglass v. iFIT Inc.*, No. 2:23-cv-00917, Doc. 29 (W.D. Pa. Apr. 11, 2024).

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA

PITTSBURGH DIVISION

BLAIR DOUGLASS, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

WHITESTONE HOME FURNISHINGS, LLC
d/b/a SAATVA,

Defendant.

Case No. 2:25-cv-00460-DSC

**ORDER GRANTING PLAINTIFF’S MOTION
TO CERTIFY CLASS FOR SETTLEMENT PURPOSES AND
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, the parties in the above-captioned litigation have advised the Court that they have settled the litigation, the terms of which have been memorialized in a proposed class action settlement agreement (“the Agreement”);

WHEREAS, Plaintiff has applied to this Court through a motion for an order (1) certifying the class for settlement purposes, (2) granting preliminary approval of the Agreement resolving all claims in the above-captioned matter, (3) directing notice to the class, and (4) setting a final approval hearing; and

WHEREAS, the Court has read and considered Plaintiff’s Motion to Certify Class for Settlement Purposes and for Preliminary Approval of Class Action Settlement (“Motion”), the points and authorities and exhibits submitted therewith, the Agreement, and all of the supporting documents, and good cause appearing;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. This order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this order as set forth in the Agreement.

2. Plaintiff's Motion is GRANTED. It appears to this Court on a preliminary basis that the Agreement satisfies the elements of Fed. R. Civ. P. 23 and is fair, adequate, and reasonable.

3. The proposed Settlement Class is hereby preliminarily certified pursuant to Fed. R. Civ. P. 23(a) and (b)(2) for purposes of settlement. The Settlement Class is defined as:

[A] national class of individuals who are Blind and/or who have a Visual Disability and who use Appropriate Auxiliary Aids and Services to navigate digital content and who have accessed, attempted to access, or been deterred from attempting to access, or who will access, attempt to access, or be deterred from attempting to access, <https://www.saatva.com/> from the United States.

4. The Court finds that Plaintiff Blair Douglass will fairly and adequately protect the interests of the Settlement Class. As a result, the Court appoints and designates Mr. Douglass as representative of the Settlement Class.

5. The Court finds that attorneys Kevin Tucker, Kevin Abramowicz, Chandler Steiger, Stephanie Moore, Kayla Conahan, and Jessica Liu of East End Trial Group LLC are experienced and competent counsel who will continue to fairly and adequately protect the interests of the Settlement Class. As a result, the Court appoints and designates attorneys Tucker, Abramowicz, Steiger, Moore, Conahan, and Liu as Class Counsel for the Settlement Class.

6. The Court finds that the Long-Form Notice attached to the Agreement as Agreement Exhibit 1 and the Notice Plan attached to the pending motion as Exhibit 2 meet due process requirements, the requirements of Rules 23(c)(2) and 23(e) of the Federal Rules of Civil Procedure, and ensure notice is well calculated to reach representative class members. The notice and notice plan are hereby approved.

7. As soon as practicable, but no later than twenty-one (21) days after the Court's entry of a Preliminary Approval order, Defendant shall, at its expense:

(a) Add dates to the placeholders in the Long-Form Notice accompanying the Agreement as Agreement Exhibit 1.

(b) Ensure the Settlement Website is live and may be accessed over the internet. Defendant shall further ensure the Settlement Website tracks the number of visitors to the Settlement Website, and the Settlement Website remains published for at least sixty (60) days after the date the Court grants final approval of the Agreement.

(c) Cause the Long-Form Notice to be published on, and make the following documents filed in this Lawsuit available for download on, the Settlement Website: the class action complaint, motion for preliminary approval of class action settlement and supporting documents, and the Court's orders concerning preliminary approval as well as any supporting memorandum. Defendant shall ensure the Settlement Website and the documents identified in this Subsection shall be fully accessible by individuals who use screen reader auxiliary aids.

(d) Display a link to the Settlement Website at the beginning of the Website. Defendant shall ensure this link directs individuals who are Blind and/or who have a Visual Disability to the Settlement Website, and shall have the option to make this link invisible to customers who are not Blind and who do not have a Visual Disability, provided that this link is otherwise Accessible. The link shall include alternative text which reads "Click to view our ADA class action settlement notice." Defendant shall further ensure this link remains published for at least 180 days after the date the Court grants final approval of the Settlement Agreement.

(e) Cause a post in the form set forth below to be published on the following social media accounts: <https://www.facebook.com/>, <https://www.instagram.com/>, and

<https://twitter.com/>. Defendant shall ensure these posts are fully accessible to individuals who use Appropriate Auxiliary Aids and Services. Defendant shall further ensure these posts remain published during the Agreement Term.

Visit <https://www.SaatvaADAsettlement.com> to learn more about Saatva's agreement to make its online store accessible to individuals who are Blind and/or who have a Visual Disability. Have questions? Contact East End Trial Group at <https://eastendtrialgroup.com>.

(f) Publish a blog post on the Website in the form of the Long-Form Notice accompanying the Agreement as Agreement Exhibit 1. Defendant shall ensure this post is fully accessible to individuals who use Appropriate Auxiliary Aids and Services. Defendant shall maintain the blog post on its Website during the Agreement Term.

(g) Cause an email in the form set forth below to be sent to each subscriber of Defendant's email newsletter. The email's subject line shall read: "Our agreement to make Saatva's website accessible". Defendant shall ensure this email is fully accessible to individuals who use Appropriate Auxiliary Aids and Services.

A proposed settlement has been reached that would resolve the class action lawsuit *Douglass v. Whitestone Home Furnishings, LLC*, Case No. (W.D. Pa.). The lawsuit alleges that Whitestone Home Furnishings, LLC dba Saatva violated the Americans with Disabilities Act, 42 U.S.C. §§ 12101, et seq., by failing to take the necessary steps to ensure its website and mobile apps does not discriminate against individuals who are Blind and/or who have a Visual Disability. Under the settlement, Saatva agrees to make its website and any new website or mobile app it develops or acquires accessible to individuals who are Blind and/or who have a Visual Disability. For a more complete summary of the terms of the proposed settlement, please visit <https://www.SaatvaADAsettlement.com>. Have questions? Contact East End Trial Group at <https://eastendtrialgroup.com>.

8. Defendant shall ensure the documents identified in the previous paragraphs shall be fully accessible by individuals who use Appropriate Auxiliary Aids and Services.

9. No less than five (5) days before the fairness hearing, Defendant shall file a declaration that all of the obligations of Paragraphs 7 and 8, *supra*, have been discharged, along with the number of visitors to the Settlement Website.

10. As soon as practicable, but no later than twenty-eight (28) days after the Court's entry of a Preliminary Approval order, Class Counsel shall, at its expense, request that at least the following organizations publish notice in the form set forth below in their respective electronic newsletters and social media accounts such that the notice is sent out within sixty (60) days of Preliminary Approval: ACHIEVA, American Action Fund for Blind Children and Adults, American Council of the Blind, American Foundation for the Blind, Blinded American Veterans Foundation, Blinded Veterans Association, Foundation Fighting Blindness, Pennsylvania Association for the Blind, Disability Law Center, Disability Rights Education and Defense Fund, and National Federation of the Blind.

A proposed settlement has been reached that would resolve the class action lawsuit *Douglass v. Whitestone Home Furnishings, LLC*, Case No. (W.D. Pa.). The lawsuit alleges that Whitestone Home Furnishings, LLC d/b/a Saatva violated the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*, by failing to take the necessary steps to ensure its website and mobile apps does not discriminate against individuals who are Blind and/or who have a Visual Disability. Under the settlement, Saatva agrees to make its website and any new website or mobile app it develops or acquires accessible to individuals who are Blind and/or who have a Visual Disability. For a more complete summary of the terms of the proposed settlement, please visit <https://www.SaatvaADAsettlement.com>. Have questions? Contact East End Trial Group at <https://eastendtrialgroup.com>.

11. Within sixty (60) days of this order, Defendant or Defendant's counsel shall file a declaration evidencing Defendant's compliance with this order.

12. Within sixty (60) days of this order, Class Counsel shall file a declaration evidencing its compliance with this order.

13. Within eighty-one (81) days of this order, any Settlement Class Member may object to the Agreement by filing written objections with the Clerk of the Court (“Objection Deadline”). Only such objecting Settlement Class Members shall have the right, and only if they expressly seek it in their objection, to present objections orally at the final approval hearing.

14. Within five (5) days after the Objection Deadline, the parties shall respond to any timely-filed objections.

15. Within ninety (90) days of this order, Plaintiff shall move for final approval and for reasonable attorneys’ fees and costs.

16. A final approval hearing shall be held before this Court on _____, 2025 at _____ ET in the United States District Court for the Western District of Pennsylvania, located at Joseph F. Weis Jr. U.S. Courthouse, 700 Grant Street, Courtroom 7A, Pittsburgh, PA 15219, to determine whether the Agreement shall be granted final approval, and to address any related matters.

17. The final approval hearing may, from time to time and without further notice to the Settlement Class Members (except those who have filed timely objections or entered appearances), be continued or adjourned by order of the Court.

18. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Agreement which are not materially inconsistent with either this order or the terms of the Agreement.

IT IS SO ORDERED.

Dated: _____

David Stewart Cercone
Senior United States District Judge