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FILED
Clerk of the Superior Court
NOV 01 2024
By: M. Garland

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

TRISHA TEPERSON, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

NOGIN, INC., a Delaware Corporation,
JUSTICE BRAND HOLDINGS, LLC, a New
York Limited Liability Company, BLUESTAR
ALLIANCE LLC, a New York Limited
Liability Company, B. RILEY SECURITIES,
INC., a Delaware Corporation, and B. RILEY
PRINCIPAL INVESTMENTS, LLC, a
Delaware Limited Liability Company, and
DOES 1- 50, inclusive,

Defendants.

Case No. 37-2023-00041084-CU-NP-NC

[E-FILE]

CLASS ACTION

CAF

**AMENDED [PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS SETTLEMENT AND
PROVISIONAL CLASS CERTIFICATION**

On October 25, 2024, this Court heard Plaintiff Trisha Teperson's unopposed motion for preliminary approval of class settlement and provisional class certification. This Court reviewed the motion, including the Settlement Agreement and Release (the "Settlement Agreement"). Based on this review and the findings below, the Court finds good cause to grant the motion.¹

FINDINGS:

1. The Settlement Agreement appears to be the product of informed, non-collusive negotiations with Defendants Nogin, Inc. ("Nogin"), Justice Brand Holdings LLC, Bluestar

¹ Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

1 Alliance LLC, B. Riley Securities Inc., and B. Riley Principal Investments, LLC (together with Nogin,
2 collectively, the "Defendants", provided that, from and after the Effective Date (as defined in the Plan) of
3 the Plan, the defined term Defendants shall exclude Nogin), and falls within the range of possible approval
4 as fair, reasonable and adequate.

5 2. The Full Notice and Email Notice (attached to the Settlement Agreement), (a) constitute
6 the best such forms and notice practicable under the circumstances; (b) the method for providing notice
7 to Class Members set forth in the Settlement Agreement constitutes valid, due, and sufficient notice to all
8 members of the Class; and (c) the notices and notice plan set forth in the Agreement comply fully with
9 the requirements of California Code of Civil Procedure § 382, California Rules of Court, rules 3.766 and
10 3.769, the California and United States Constitutions, and other applicable law.

11 3. For settlement purposes only, the Class is so numerous that joinder of all Class Members
12 is impracticable.

13 4. For settlement purposes only, Plaintiff's claims are typical of the Class's claims.

14 5. For settlement purposes only, there are questions of law and fact common to the Class,
15 which predominate over any questions affecting only individual Class Members.

16 6. For settlement purposes only, Class Certification is superior to other available methods for
17 the fair and efficient adjudication of the controversy.

18 7. Nogin's entry into the Settlement Agreement is solely for purposes of convenience as the
19 initial named defendant in the Action. As set forth in the Confirmation Order, Plan and EPA, Nogin
20 Holdings acquired certain assets from Nogin through its acquisition of the reorganized equity interests in
21 accordance with the Confirmation Order, Plan and EPA. Nogin is no longer affiliated with Nogin
22 Commerce, and Nogin's chapter 11 case remains pending before the United States Bankruptcy Court for
23 the District of Delaware.

24 **IT IS ORDERED THAT:**

25 1. **Settlement Approval.** The Settlement Agreement, including the Full Notice and Email
26 Notice, attached to the Settlement Agreement as Exhibits B-E are preliminarily approved.

27 2. **Provision of Class Notice.** The Claims Administrator will notify Class Members of the
28 Settlement in the manner specified under Section 3.3 of the Settlement Agreement.

1 3. **Issuance of Merchandise Certificate.** If the Court approves the Settlement of this Action,
2 enters the Final Approval Order and Judgment, and the Final Approval Order and Judgment become final,
3 then, no later than sixty (60) calendar days after the Final Settlement Date, the Claims Administrator shall
4 distribute one (1) Merchandise Certificate to each Authorized Claimant via email.

5 4. **Objection to Settlement.** Class Members who have not submitted a timely valid written
6 exclusion request pursuant to Paragraph 7 below and who want to object to the Settlement Agreement
7 must file written objections with the Court, with copies delivered to the Claims Administrator, Class
8 Counsel, Nogin Counsel, Bluestar's Counsel and BRS/BRPI's Counsel no later than ninety (90) calendar
9 days after entry of the Preliminary Approval Order, or sixty (60) calendar days after the issuance of Class
10 Notice, whichever is later. The delivery date is deemed to be the date the objection is deposited in the U.S.
11 Mail as evidenced by the postmark. It shall be the objector's responsibility to ensure timely receipt of any
12 objection by the Claims Administrator, Nogin's Counsel, Bluestar's Counsel any other Defendant's
13 counsel, and Class Counsel on or before the deadline. The objection must include: (a) the name and case
14 number of the Action; (b) the objecting Class Member's full name, address, and telephone number; (c)
15 the words "Notice of Objection" or "Formal Objection"; (d) in clear and concise terms, the legal and
16 factual arguments supporting the objection; (e) facts supporting the objector's status as a Class Member
17 (e.g., the date of his/her relevant purchases and description of the item(s) purchased); (f) the objecting
18 Class Member's signature and the date; and (g) the following language immediately above the objecting
19 Class Member's signature and date: "I declare under penalty of perjury under the laws of the State of
20 California that the foregoing statements regarding class membership are true and correct to the best of my
21 knowledge." Any Class Member who submits a written objection, as described in this section, has the
22 option to appear at the Fairness Hearing, either in person or through personal counsel hired at the Class
23 Member's expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or
24 the proposed Settlement. Class Members, or their attorneys, intending to make an appearance at the
25 Fairness Hearing, however, must include on a timely and valid objection a statement substantially similar
26 to "Notice of Intention to Appear." If the objecting Class Member intends to appear at the Fairness Hearing
27 through counsel, he or she must also identify the attorney(s) representing the objector who will appear at
28 the Fairness Hearing and include the attorney(s) name, address, phone number, email address, and the

1 state bar(s) to which counsel is admitted. If the objecting Class Member intends to request the Court allow
2 the Class Member to call witnesses at the Fairness Hearing, such request must be made in the Class
3 Member's written objection, which must also contain a list of any such witnesses and a summary of each
4 witness's expected testimony. Only Class Members who submit timely valid objections containing
5 Notices of Intention to Appear or their counsel may speak at the Fairness Hearing.

6 **5. Failure to Object to Settlement.** Class Members who fail to object to the Settlement
7 Agreement in the manner specified in paragraph 5 above will: (a) be deemed to have waived their right
8 to object to the Settlement Agreement; (b) be foreclosed from objecting (whether by a subsequent
9 objection, intervention, appeal, or any other process) to the Settlement Agreement; and (c) not be entitled
10 to speak at the Fairness Hearing.

11 **6. Requesting Exclusion.** Class Members who want to be excluded from the Settlement must
12 send a signed letter or postcard to the Claims Administrator stating: (a) the name and case number of the
13 Action; (b) the full name, address, and telephone number of the person requesting exclusion; and (c) a
14 statement that the person does not wish to participate in the Settlement, postmarked no later than ninety
15 (90) calendar days after entry of the Preliminary Approval Order, or sixty (60) calendar days after the
16 issuance of Class Notice, whichever is later. A Class Member who excludes him or herself from the
17 Settlement may not object to the Settlement Agreement pursuant to Paragraph 5 above.

18 **7. Provisional Certification.** The Class is provisionally certified as all persons who, during
19 the Class Period (i.e. from April 1, 2021 to October 31, 2023), purchased at shopjustice.com one or more
20 items that were not returned by, or on behalf of, the purchaser, or otherwise, and who also received direct
21 notice of the settlement via email. Excluded from the Class is Nugin's Counsel, Nugin's officers and
22 directors, and the judge presiding over the Action.

23 **8. Conditional Appointment of Class Representatives and Class Counsel.** Plaintiff Trisha
24 Teperson is conditionally certified as the Class Representative to implement the Parties' settlement in
25 accordance with the Settlement Agreement. The law firm of Lynch Carpenter, LLP is conditionally
26 appointed as Class Counsel. Plaintiff and Class Counsel must fairly and adequately protect the Class's
27 interests.

1 9. **Termination.** If the Settlement Agreement terminates for any reason, the following will
2 occur: (a) Class Certification will be automatically vacated; (b) Plaintiff will stop functioning as Class
3 Representative; (c) Class Counsel will stop functioning as Class Counsel; and (d) this Action will revert
4 to its previous status in all respects as it existed immediately before the Parties executed the Settlement
5 Agreement, with the exception of Plaintiff's filing of the Complaint. This Order will not waive or
6 otherwise impact the Parties' rights or arguments, including rights to assert any defenses or counterclaims.

7 10. **No Admissions.** Nothing in this Order is, or may be construed as, an admission or
8 concession on any point of fact or law by or against any Party.

9 11. **Stay of Dates and Deadlines.** All discovery, pretrial proceedings, deadlines, and
10 Defendants' deadline to respond to the Complaint, are stayed and suspended until further notice from the
11 Court, except for such actions as are necessary to implement the Settlement Agreement and this Order.

12 12. **Further Procedures.** Counsel for the Parties are hereby authorized to agree to utilize all
13 reasonable procedures in connection with the administration of the Settlement which are not materially
14 inconsistent with either this Order or the terms of the Settlement Agreement. 5 Ⓜ

15 13. **Fairness Hearing.** On February (month) 21 (day), 2024, at 1:30 p.m. this Court
16 will hold a Fairness Hearing to determine whether the Settlement Agreement should be finally approved
17 as fair, reasonable, and adequate. Based on the date of this Order and the date of the Fairness Hearing, the
18 following are the certain associated dates in this Settlement:

Event	Timing
Last day for the Class Administrator to start operating the Settlement Website and send Email Notice	30 calendar days after entry of this Order
Last day for Plaintiffs to file fee petition	60 calendar days after entry of this Order
Last day for Class Members to request exclusion or object to the Settlement	90 calendar days after entry of this Order, or 60 days after Class Notice, whichever is later
Last day for Parties to file briefs in support of the Final Order and Judgment	10 days before the Fairness Hearing

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25 This Court may order the Fairness Hearing to be postponed, adjourned, or continued. If that occurs, the
26 updated hearing date shall be posted on the Settlement Website but, other than the website posting, the
27 Parties will not be required to provide any additional notice to Class Members.

1 14. Nothing in this Order or the Settlement Agreement shall (i) impair, modify or otherwise
2 alter the terms of the Confirmation Order, Plan and EPA, (ii) grant any Party, Class Member (whether
3 participating or opting out) or any other claimant rights inconsistent with the terms of the Confirmation
4 Order, Plan and EPA and (iii) impose any obligations, financial or otherwise, upon Nogin.

5 DATED: 11-1-24

Cynthia A. Freeland
San Diego Superior Court Judge

CYNTHIA A. FREELAND

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