

## SETTLEMENT AGREEMENT AND RELEASE

**THIS SETTLEMENT AGREEMENT AND RELEASE** (this “*Settlement Agreement*”) is entered into by and between plaintiff Trisha Teperson, on behalf of herself, as an individual, and in her representative capacity, on behalf of all others similarly situated, (“*Plaintiff*”), defendants Nogin, Inc. (“*Nogin*”), Justice Brand Holdings LLC (“*JBH*”), Bluestar Alliance LLC (“*BSA*”), B. Riley Securities, Inc., (“*BRS*”) and B. Riley Principal Investments, LLC (“*BRPI*”) (collectively, the “*Defendants*”) and non-Defendant Nogin Commerce, LLC (“*Nogin Commerce*”), provided that, from and after the Effective Date (as defined in the Plan) of the Plan (defined below), the defined term Defendants shall exclude Nogin (each of the foregoing, a “*Party*” and, collectively, the “*Parties*”).

### RECITALS

**A.** WHEREAS, on February 16, 2023, Plaintiff filed a putative class action lawsuit against Nogin in the Central District of California, Case No. 8:23-cv-00281-DOC-DFM entitled *Trisha Teperson v. Nogin, Inc.* (the “*Federal Court Action*”). Plaintiff’s complaint alleged that advertisements of discounts on merchandise shopjustice.com were false and/or deceptive and improperly led consumers to believe they were receiving a discount on their purchase. Based upon those allegations, the complaint asserted claims for violation of California’s Unfair Competition Law, Business and Professions Code §§ 17200, *et seq.* (the “*UCL*”), California’s False Advertising Law, Business and Professions Code §§ 17500, *et seq.* (the “*FAL*”), and California’s Consumer Legal Remedies Act, Civil Code §§ 1750, *et seq.* (the “*CLRA*”).

**B.** WHEREAS, on March 24, 2023, Plaintiff and Nogin entered into a joint stipulation to extend Nogin’s deadline to file a response to the complaint.

**C.** WHEREAS, on April 20, 2023, Nogin answered the Complaint and asserted thirty-two affirmative defenses.

**D.** WHEREAS, on September 5, 2023, Plaintiff and Nogin participated in a full-day mediation with JAMS Mediator Hon. Edward A. Infante (Ret.) (the “*Mediator*”) and agreed on the settlement terms embodied in this Settlement Agreement.

**E.** WHEREAS, in preparation for mediation and thereafter, Plaintiff and Nogin reviewed and evaluated the relevant legal issues and facts related to the claims alleged by Plaintiff against Nogin. Plaintiff and her Counsel contend and believe the claims asserted in the Complaint (defined in Section 1.10 below) have merit. Nogin has denied and continues to deny any and all allegations of wrongdoing alleged in the Federal Court Action and the Action (defined in Section 1.1 below) and contends and believes the allegations and claims asserted by Plaintiff are without merit. Nevertheless, Plaintiff and Nogin concluded that litigation could be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement in order to limit further expense, inconvenience, and

uncertainty. Plaintiff and Nogin also considered the uncertainties of trial and the benefits to be obtained under the Settlement and have considered the costs, risks, and delays associated with the prosecution of this complex and time-consuming litigation and the likely appeals of any rulings in favor of either Plaintiff or Nogin.

**F.** WHEREAS, upon notice that Plaintiff and Nogin had reached a settlement agreement in principle, the court in the Federal Court Action dismissed the Federal Court Action on September 6, 2023, without prejudice, while retaining jurisdiction for sixty (60) days to vacate the dismissal order upon a showing of good cause that the settlement has not been consummated, while Plaintiff and Nogin drafted and executed a formal settlement agreement embodying the terms of this agreement. Plaintiff and Nogin agreed that, as a material term of this settlement, Plaintiff would refile the dismissed claims and Plaintiff and Nogin would seek court approval of their class action Settlement in state court. On September 20, 2023, Plaintiff refiled the dismissed claims in Superior Court of California, County of San Diego, Case No. 37-2023-00041084-CU-NP-NC, entitled *Teperson v. Nogin, Inc.*

**G.** WHEREAS, on November 22, 2023, Nogin disclosed in its 10-Q filing with the Securities Exchange Commission that it planned to file a voluntary petition for bankruptcy no later than December 1, 2023. In connection therewith, on November 16, 2023, Nogin entered into a promissory note with B. Riley Securities, Inc. and a restructuring support agreement with B. Riley Principal Investments, LLC.

**H.** WHEREAS, Nogin, and two of its affiliates subsequently filed voluntary petitions for relief pursuant to chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) on December 5, 2023.

**I.** WHEREAS, on January 19, 2024, Plaintiff amended her state court complaint to add defendants JBH, BSA, BRS, and BRPI.

**J.** WHEREAS, on March 28, 2024, the Bankruptcy Court entered that certain Order Confirming First Amended Joint Chapter 11 Plan of Nogin, Inc. and its Debtor Affiliates [Docket No. 426] (the “Confirmation Order”), among other things, approving the sale of Nogin's reorganized equity interests in Nogin Commerce to Nogin Holdings, LLC (“Nogin Holdings”) pursuant to that certain Equity Purchase Agreement (the “EPA”) contemplated under the First Amended Joint Chapter 11 Plan of Nogin, Inc. and Its Debtor Affiliates [Docket No. 407] (the “Plan”), as set forth in more detail in the Confirmation Order, Plan and EPA.

**K.** WHEREAS, on May 3, 2024, the sale to Nogin Holdings closed and the Plan went effective.

**L.** WHEREAS, the Plan, among other things, discharged and/or enjoined certain pre-petition claims, including Plaintiff's and the Class's claims, and imposed an injunction against the continuation of pre-petition litigation, including the Action, as set forth in more detail in the Plan and Confirmation Order.

**M.** WHEREAS, pursuant to the Plan and the EPA, Nogin Holdings acquired the reorganized equity interests of Nogin Commerce, Nogin Commerce continues to operate in the ordinary course, Nogin is no longer affiliated with Nogin Commerce, and Nogin's bankruptcy case remains pending before the United States Bankruptcy Court for the district of Delaware

**N.** WHEREAS, Nogin Commerce is not a defendant in the Federal Court Action, but has assumed a contract with JBH pursuant to Section 365 of the Bankruptcy Code pursuant to which Nogin Commerce may have certain indemnification obligations with respect to the Federal Court Action as set forth in the contract.

**O.** WHEREAS, the Parties have jointly drafted this Settlement Agreement as an extension of the formal settlement agreement contemplated by the Plaintiff and Nogin when they reached an agreement on settlement of the Action with the assistance of the Mediator. It is now the intention of the Parties and the objective of this Settlement Agreement to avoid the costs of trial and settle and dispose of, fully, completely, and forever, any and all claims and causes of action in the Action.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the Parties and the Class agree to Settlement of the Action, subject to Court approval, under the following terms and conditions.

**1. DEFINITIONS.** In addition to the definitions included in the Recitals above, and in later sections of this Settlement Agreement, the following shall be defined terms for purposes of this Settlement Agreement. Some of the definitions in this section use terms that are defined later in the section. All defined terms are capitalized and listed in alphabetical order:

**1.1** As used herein, the term "**Action**" means the lawsuit entitled *Teperson v. Nogin, Inc.*, filed on September 20, 2023, in the Superior Court of California, County of San Diego, Case No. 37-2023-00041084-CU-NP-NC, following the dismissal of the Federal Court Action, which was amended on January 19, 2024, to add defendants JBH, BSA, BRS, and BRPI.

**1.2** As used herein, the term "**Authorized Claimant**" means any Class Member, as defined in Section 1.7 below, who receives direct notice of the proposed Settlement via email pursuant to Section 3.3 below, and does not validly request exclusion from the Class and the proposed Settlement pursuant to Section 3.7 below.

1.3 As used herein, the term “*Bluestar’s Counsel*” means Joseph Sutton, Esq.

1.4 As used herein, the term “*BRS/BRPI’s Counsel*” means Chad Weaver, Esq.

1.5 As used herein, the term “*Claims Administrator*” means Analytics Consulting LLC, and any successors to that entity, or another entity JBH, BSA, BRS, BRPI and Nogin Commerce jointly designate (with approval from Class Counsel, whose approval shall not be unreasonably withheld), to administer the notice, claims, and Settlement relief distribution process provided for in the Settlement Agreement.

1.6 As used herein, the term “*Claims Administrator Costs*” means all costs incurred by the Claims Administrator, including the cost of providing notice to the Class and administering the Settlement, which shall be paid by Nogin Commerce promptly and in full upon receipt of invoice(s), provided such invoice(s) are submitted to Nogin Commerce no later than the business day prior to the business day on which the third installment payment is due to be paid to Class Counsel pursuant to Section 2.4 below.

1.7 As used herein, the terms “*Class*” and “*Class Members*” mean all persons who made one or more Qualifying Purchases, as defined in Section 1.26 below, on shopjustice.com during the Class Period, as defined in Section 1.9 below, and who are included in the Class List, as defined in Section 1.8 below, and therefore are sent direct notice of the settlement, pursuant to Section 3.3(b) below, and a direct benefit, pursuant to Section 2.2 below. Excluded from the Class are Nogin’s Counsel, Nogin’s officers and directors, and the judge presiding over the Action.

1.8 As used herein, the term “*Class List*” means all Class Members for whom Nogin Commerce has an email address. Nogin Commerce believes it has acquired from Nogin all email addresses of shopjustice.com purchasers during the Class Period, and estimates there to be approximately 500,000 valid email addresses.

1.9 As used herein, the term “*Class Period*” means: April 1, 2021, through October 31, 2023.

1.10 As used herein, the term “*Class Released Claims*” means all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, either common, constitutional, statutory, administrative, regulatory, or other of any jurisdiction, foreign or domestic which Class Members have or may have, against the Released Parties, as defined in Section 1.27 below, arising out of or relating to any of the acts, omissions or other conduct by Nogin during the Class Period, as defined in Section 1.9 above, that were alleged or otherwise referred to in the Complaint, or any preceding version thereof filed in the Action or in the Federal Court Action, including any and all claims related to the advertisement of reference prices on the e-commerce store shopjustice.com or any other website URL currently or previously redirecting to

shopjustice.com. For the avoidance of doubt, this release only extends to Class Members, as defined in Section 1.7 above.

**1.11** As used herein, the term “*Class Releasors*” means Plaintiff and all Class Members who do not timely and sufficiently request to be excluded from the Class and the proposed Settlement, and each of their respective successors, assigns, legatees, heirs, and personal representatives. For the avoidance of doubt, these Class Releasors only include Class Members (including Named Plaintiff), as defined in Sections 1.7 above and 1.22 below.

**1.12** As used herein, the term “*Complaint*” means the Complaint Plaintiff filed in the Action, asserting claims on behalf of Plaintiff and the Class that are materially identical to, and that are based on facts materially identical to, those asserted in Plaintiff’s Complaint in the Federal Action.

**1.13** As used herein, the term “*Court*” means the Superior Court of California for the County of San Diego.

**1.14** As used herein, the term “*Defendants*” means Nogin, Inc., Justice Brand Holdings, LLC, Bluestar Alliance LLC, B. Riley Securities, Inc., and B. Riley Principal Investments, LLC.

**1.15** As used herein, the term “*Email Notice*” means the legal notice summarizing the proposed Settlement terms, as approved by the Court, to be provided to Class Members via electronic mail pursuant to Section 3.3(b) below. The Email Notice must be substantially similar to the form attached as **Exhibit C**.

**1.16** As used herein, the term “*Fairness Hearing*” means the hearing(s) to be held by the Court in the Action to consider and determine whether the proposed Settlement as contained in this Settlement Agreement should be approved as fair, reasonable, and adequate, and whether the Final Order and Judgment approving the Settlement contained in this Settlement Agreement, defined in Sections 1.17 and 1.20 below, should be entered.

**1.17** As used herein, the terms “*Final Order*” and “*Order Granting Final Approval of Class Settlement*” mean the Court order granting final approval of the Settlement in the Action following the Fairness Hearing. The proposed Final Order that Plaintiff submits to the Court for approval must be substantially similar to the form attached as **Exhibit D**.

**1.18** As used herein, the term “*Final Settlement Date*” means two Court days after the Final Order and Judgment become “final.” For the purposes of this section, the Final Order and Judgment will become “final” on the date upon which either of the following events occurs: (a) if no timely motions for reconsideration and/or no appeals or other efforts to obtain review have been filed, the expiration of sixty-one (61) calendar days after notice of the entry of the Final Approval Order and Judgment in the Action is served

on the Parties; or (b) in the event that an appeal or other effort to obtain review has been initiated, the date after any and all such appeals or other review(s) have been finally concluded in favor of the Final Order and Judgment, any mandates have been returned to the Court, and the Final Order and Judgment, and the ruling on any objection thereto, are no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing *en banc*, petitions for *certiorari*, or otherwise.

**1.19** As used herein, the term “*Full Notice*” means the full legal notice of the proposed Settlement terms, as approved by the Court, to be provided to Class Members at the Settlement Website pursuant to Section 3.3(a) below. The Full Notice must be substantially similar to the form attached as **Exhibit B**.

**1.20** As used herein, the terms “*Judgment*” and “*Final Judgment*” mean a document labeled by the Court as such and that has the effect of a judgment. The proposed Judgment that Plaintiff will submit to the Court for entry must be substantially similar to the form attached as **Exhibit E**.

**1.21** As used herein, the term “*Merchandise Certificate*” means a single-use certificate containing a “Voucher Code” to be redeemed at the *Redemption Website* for up to \$12.50 (Twelve Dollars and Fifty Cents) toward the after-tax purchase price, excluding freight and shipping costs, of any single Justice-branded item, subject to the following terms and conditions:

- (a) Merchandise Certificates are non-transferable, and each class member is only entitled to one Merchandise Certificate.
- (b) Merchandise Certificates will expire twelve (12) months after the date of issuance.
- (c) Merchandise Certificates may be applied toward the purchase of any items that are on sale or otherwise discounted.
- (d) If a Merchandise Certificate is applied toward the purchase of an item that is priced less than \$12.50, there will not be any unused balance remaining on the Merchandise Certificate.
- (e) If a Merchandise Certificate holder elects to use the Merchandise Certificate for up to \$12.50 toward the purchase price of any single item at the Redemption Website, and then returns that item, the person will receive Store credit, for use at the Redemption Website, for the portion of the purchase that was made with the Merchandise Certificate. By way of illustration only, if a person returns an item with a purchase price greater than \$12.50 that was purchased by applying a Merchandise Certificate for \$12.50 of the purchase price and paying the balance of the purchase price by credit card, the

person would receive store credit in the amount of \$12.50 which may be used at the Redemption Website and the balance of the purchase price would be refunded to the person's credit card. Store credit received by a person pursuant to this section will expire ninety (90) days after the date of issuance.

- (f) Merchandise Certificates are not gift certificates or gift cards within the meaning of California Civil Code §§ 1749.45 through 1749.6, and those sections are wholly inapplicable to the Merchandise Certificates.
- (g) Merchandise Certificates can only be used for future purchases, have no cash value, are not usable for cash, may not be used to purchase gift cards or gift certificates, and will not be replaced if lost, stolen, or damaged.
- (h) Nogin Commerce shall use commercially reasonable efforts to ensure that at least one-third (33%) of the Justice-branded merchandise (SKUs) available on the Redemption Website will be priced at \$12.50 or less.

**1.22** As used herein, the term “*Named Plaintiff*” means Trisha Teperson in her individual capacity only.

**1.23** As used herein, solely in connection with this Settlement and the Action, the terms “Nogin’s Counsel” and “Nogin Commerce’s Counsel” means Michael Bassiri, Esq.

**1.24** As used herein, the terms “*Plaintiff’s Counsel*” and “*Class Counsel*” mean the law firm of Lynch Carpenter, LLP.

**1.25** As used herein, the terms “*Preliminary Approval Order*” or “*Preliminary Approval and Provisional Class Certification Order*” mean the order provisionally certifying the Class for Settlement purposes only, approving and directing notice, and setting the Fairness Hearing. The proposed Preliminary Approval Order that Plaintiff submits to the Court for its approval must be substantially similar to the form attached as **Exhibit A**.

**1.26** As used herein, the term “*Qualifying Purchase*” means a purchase of any product(s) from shopjustice.com during the Class Period that was not returned by, or on behalf of, the purchaser, or otherwise.

**1.27** As used herein, the term “*Released Parties*” means Nogin, Inc., Nogin Commerce, LLC, Justice, Brand Holdings, LLC, Bluestar Alliance LLC, B. Riley Securities, Inc., and B. Riley Principal Investments, LLC, and each of their affiliates, predecessors, successors and assigns, partners, privities, and any of their present and

former directors, officers, members, managers, partners, employees, contractors, shareholders, agents, representatives, advisors (including but not limited to attorneys, accountants, consultants, and financial advisors) insurers, and all persons acting by, through, under or in concert with it, or any of them.

**1.28** As used herein, the term “*Redemption Website*” means [www.sjclassactionredemption.com](http://www.sjclassactionredemption.com), a website that shall be implemented by Nogin Commerce solely for the redemption of the Merchandise Certificates on Justice-branded merchandise, which shall be fully operational and functional by no later than sixty (60) calendar days after the Final Settlement Date, as defined in Section 1.18, and consistent with the timing of the distribution of the Merchandise Certificates pursuant to Section 2.2 below.

**1.29** As used herein, the term “*Response Deadline*” means the deadline by which Class Members must deliver objections or requests for exclusion. The Response Deadline shall be no later than ninety (90) calendar days after entry of the Preliminary Approval Order, or sixty (60) calendar days after the issuance of Class Notice, whichever is later.

**1.30** As used herein, the term “*Settlement*” means the Settlement of the Action and Class Released Claims on the terms embodied in this Settlement Agreement.

**1.31** As used herein, the term “*Settlement Website*” means that certain website that shall be created for Settlement administration purposes and administered by the Claims Administrator.

**1.32** As used herein, the term “*Unknown Claims*” means, with respect to the Class Released Claims only (*i.e.*, claims by Class Members arising out of or relating to any of the acts, omissions or other conduct by Nogin during the Class Period, as defined in Section 1.9 above, that were alleged or otherwise referred to in the Complaint, or any preceding version thereof filed in the Action or in the Federal Court Action, including any and all claims related to the advertisement of reference prices on the e-commerce store [shopjustice.com](http://shopjustice.com)), Plaintiff and the Class Members expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

As part of this Settlement Agreement, Plaintiff and the Class Members state that they fully understand that the facts on which the Settlement Agreement is to be executed may be



different from the facts now believed by Plaintiff, the Class Members, and Class Counsel to be true, and expressly accept and assume the risk of this possible difference in facts and agree that the Settlement Agreement will remain effective despite any difference in facts. Further, Plaintiff and the Class Members agree that this waiver is an essential and material term of this release and the Settlement that underlies it, and that without such waiver the Settlement would not have been accepted.

## **2. SETTLEMENT TERMS.**

**2.1 Award to the Class.** If the Court approves the Settlement and enters the Final Order, Authorized Claimants shall be awarded Merchandise Certificates.

**2.2 Distribution of Merchandise Certificates.** If the Court approves the Settlement of this Action, enters the Final Approval Order and Judgment, and the Final Approval Order and Judgment become final, then, no later than sixty (60) calendar days after the Final Settlement Date, as defined in Section 1.18 above, the Claims Administrator shall distribute one (1) Merchandise Certificate to each Authorized Claimant via email.

**2.3 Individual Settlement Award to Named Plaintiff.** The Parties acknowledge that Named Plaintiff must petition the Court for approval of any award to Named Plaintiff for an incentive award (the "*Individual Settlement Award*"). Named Plaintiff agrees that she will not seek an Individual Settlement Award of greater than \$2,500 (Two Thousand Five Hundred Dollars) total. Each of the Defendants and Nogin Commerce agrees not to object to Named Plaintiff's request for an Individual Settlement Award from Nogin Commerce of up to a maximum payment of \$2,500 total. For the avoidance of doubt, this amount is to be paid by Nogin Commerce in addition to Class relief. The Named Plaintiff further agrees that, in any event, any Individual Settlement Award shall never exceed \$2,500 total for Named Plaintiff. If the Court approves the Settlement of this Action and Individual Settlement Award to Named Plaintiff, Nogin Commerce agrees to pay the award approved by the Court up to \$2,500 total for Named Plaintiff within thirty (30) business days after both of the following events occur (a) the Final Settlement Date, and (b) Named Plaintiff provides Nogin Commerce with her W-9 Form. No interest shall be paid on the Individual Settlement Award.

**2.4 Attorneys' Fees and Costs.** The Parties acknowledge that Plaintiff and Class Counsel must petition the Court for approval of any award to Class Counsel for attorneys' fees and costs. Plaintiff and Class Counsel agree that Class Counsel will not seek an award greater than \$600,000.00 (Six Hundred Thousand Dollars) total for attorneys' fees and costs, which will be paid by Nogin Commerce in three installments with (1) the first installment of \$200,000 (Two Hundred Thousand Dollars) due within thirty (30) days after both of the following events occur: (a) the Final Settlement Date, and (b) Class Counsel's delivery to Nogin Commerce of the relevant W-9 Forms; (2) the second installment of \$200,000 (Two Hundred Thousand Dollars) due ninety (90) days after the first installment; and (3) the third installment of \$200,000 (Two Hundred Thousand Dollars) less the amount of any Claims Administrator Costs paid or payable by

Nogin Commerce due ninety (90) days after the second installment. Each Defendant and Nogin Commerce agrees not to object to Class Counsel's request for up to a maximum payment by Nogin Commerce of \$600,000.00 total for attorneys' fees and costs which amount shall be reduced by the amount of any Claims Administrator Costs paid or payable by Nogin Commerce. Plaintiff and Class Counsel further agree that the amount of any award to Class Counsel and any and all Additional Counsel (defined below) shall never exceed \$600,000.00 total for attorneys' fees and costs which amount shall be reduced by the amount of any Claims Administrator Costs paid or payable by Nogin Commerce; *provided, however*, if Nogin Commerce does not timely remit any payment installment and Class Counsel have to enforce collection of any of the installment payments for attorneys' fees and costs then Nogin Commerce shall be responsible for all costs associated with such collection efforts, including attorney fees and costs. All payments under this provision shall be made by Nogin Commerce to the law firm of Lynch Carpenter, LLP. Lynch Carpenter, LLP shall have control over and responsibility to distribute any payment of fees and costs to any other attorney or law firm that may claim entitlement to fees and costs under this Settlement or as a result of the Action (each, an "Additional Counsel"). No interest shall be paid on any installment payment made under this provision, unless Class Counsel has to enforce collection, in which case interest on the unpaid portions will accrue at a rate equal to the then-Prime Rate Index as published in the Wall Street Journal.

**2.5 Reduction in Named Plaintiff's Individual Settlement Award or Class Counsel's Attorneys' Fees and Costs.** Named Plaintiff's Individual Settlement Award and any award to Class Counsel for attorneys' fees and costs are to be paid by Nogin Commerce separate and apart from the award to the Class. A reduction by the Court or by an appellate court of the Individual Settlement Award sought by the Named Plaintiff or of the award to Class Counsel for attorneys' fees and costs shall not affect any of the Parties' other rights and obligations under the Settlement Agreement.

**2.6 No Tax Liability.** Under no circumstances will any of the Defendants or Nogin Commerce or any of their respective counsel have any liability for taxes or tax expenses under this Settlement Agreement. Plaintiff, Named Plaintiff and/or Class Counsel are responsible for any taxes on any recovery or award. Nothing in this Settlement Agreement, or statements made during the negotiation of its terms, shall constitute tax advice by any of the Defendants or Nogin Commerce or any of their respective counsel.

**2.7 Settlement Implementation Costs.** Nogin Commerce shall bear the costs of providing notice to the Class in the manner prescribed in Section 3.3 of this Settlement Agreement and the costs associated with independent administration of benefits by the Claims Administrator, and all such costs shall be deducted from the third attorney fee installment as specified in Section 2.4.

**2.8 Release as to All Class Members.** Effective immediately upon payment in full of the court-approved attorneys' fees and costs awarded to Class Counsel, pursuant to Section 2.4, Class Releasers, and each of them, hereby waive and fully, finally, and forever release and discharge any and all Class Released Claims (including Unknown

Claims), as defined in Sections 1.10 and 1.32 above, against all Released Parties, and each of them. For the avoidance of doubt, in the event Nogin Commerce fails to pay any Court-approved fees, costs, and/or award when due (as described in Sections 2.3, 2.4, and 2.7 above) and such failure is not remedied within five (5) business days after written notice by Class Counsel to Nogin Commerce's Counsel (with a copy to Bluestar's Counsel and BRS/BRPI's Counsel), the Plaintiff shall have the right to terminate this Settlement Agreement and, upon any such termination by Plaintiff, the releases described herein shall be deemed of no force and effect and the Parties shall be returned to the *status quo ante* as if the Settlement described herein had not been entered into or approved.

**2.9 General Release by Named Plaintiff.** In addition to the releases made by the Class Members set forth in Section 2.8 above, effective immediately upon the Final Approval Order and Judgment becoming final (as described in Section 1.17 above), Named Plaintiff, and each of her successors, assigns, legatees, heirs, and personal representatives, hereby also waive and fully, finally and forever generally release and discharge the Released Parties, and each of them, from all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, either common, constitutional, statutory, administrative, regulatory, or other of any jurisdiction, foreign or domestic, arising out of or related to the advertisement of reference prices on the e-commerce store shopjustice.com.

In addition, as it relates to the advertisement of reference prices on the e-commerce store shopjustice.com, Named Plaintiff, and each of Named Plaintiff's respective successors, assigns, legatees, heirs, and personal representatives, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Named Plaintiff, and each of her respective successors, assigns, legatees, heirs, and personal representatives, fully understand that the facts on which the Settlement Agreement is to be executed may be different from the facts now believed by Named Plaintiff and Plaintiff's Counsel to be true and expressly accepts and assumes the risk of this possible difference in facts and agrees that the Settlement Agreement will remain effective despite any difference in facts. Further, Named Plaintiff, and each of her respective successors, assigns, legatees, heirs, and personal representatives, agree that this waiver is an essential

and material term of this release and the Settlement that underlies it and that without such waiver, the Settlement would not have been accepted.

**2.10 No Admission of Liability or Wrongdoing.** This Settlement Agreement reflects the Parties' compromise and Settlement of disputed claims. This Settlement Agreement's constituent provisions, and any and all drafts, communications, and discussions relating thereto, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law (including, but not limited to, matters respecting class certification) by any person, including the Defendants and Nogin Commerce, and shall not be offered or received in evidence or requested in discovery in this Action or any other action or proceeding as evidence of an admission or concession. Defendants have denied and continue to deny each of the claims and contentions alleged by Plaintiff in the Federal Court Action and the Action. Defendants have repeatedly asserted and continues to assert defenses thereto, and have expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Federal Court Action and the Action.

**2.11 Joint and Several Liability.** The obligations in this Settlement Agreement shall be several (and solely the obligation of the Party listed with respect to each such obligation) and shall not be the joint obligations of all Defendants. For clarity and without limitation, each obligation described in this Settlement Agreement which references Nogin Commerce as the obligated Party, including but not limited to, Nogin Commerce's obligations to provide the Class List to the Claims Administrator, to pay the Claims Administrator Costs, to pay Class Counsel's Court-approved fees and costs, to pay the Individualized Settlement Award, and to institute the Merchandise Certificates shall be solely the obligation of Nogin Commerce (and not any other Defendant or Party). For the avoidance of doubt, Nogin shall not incur any obligations, financial or otherwise, in connection with this Settlement and the Action, and any and all obligations arising under this Settlement and the Action shall be the responsibly of the applicable Party set forth herein.

**2.12 Nogin's Bankruptcy.** Nogin's entry into the Settlement Agreement is solely for purposes of convenience as the initial named defendant in the Action. As set forth in the Confirmation Order, Plan and EPA, Nogin Holdings acquired certain assets from Nogin through its acquisition of the reorganized equity interests in accordance with the Confirmation Order, Plan and EPA. Nogin is no longer affiliated with Nogin Commerce, and Nogin's Chapter 11 case remains pending before the United States Bankruptcy Court for the District of Delaware. Nothing in this Settlement Agreement shall (i) impair, modify or otherwise alter the terms of the Confirmation Order, Plan and EPA, (ii) grant any Party, Class Member (whether participating or opting out) or any other claimant rights inconsistent with the terms of the Confirmation Order, Plan and EPA and (iii) impose any obligations, financial or otherwise, upon Nogin.

### 3. CLASS SETTLEMENT PROCEDURES.

**3.1 Cooperation to Obtain Court Approval.** The Parties will each take all commercially reasonable steps necessary to secure the Court's Approval of the Settlement and this Settlement Agreement.

**3.2 Preliminary Approval and Provisional Class Certification.** Plaintiff shall file her motion for preliminary approval of the Settlement Agreement as soon as feasibly possible. The motion for preliminary approval of the class action Settlement and provisional Class certification shall request the Court to:

- (a) preliminarily approve this Settlement Agreement.
- (b) preliminarily approve the form, manner, and content of the Full Notice and Email Notice described in Section 3.3 below, and attached as **Exhibits B – C**;
- (c) set the date and time of the Fairness Hearing;
- (d) provisionally certify the Class under California Rules of Court, rule 3.769(d), for Settlement purposes only;
- (e) stay all proceedings in the Action against Defendants, and toll all deadlines, including the deadline to answer or otherwise respond to the Complaint, until the Court renders a final decision on approval of the Settlement and sets a briefing schedule for the papers in support of the Final Order;
- (f) conditionally appoint Named Plaintiff as the Class Representative for Settlement purposes only; and
- (g) conditionally appoint the law firm of Lynch Carpenter, LLP as Class Counsel for Settlement purposes only.

The proposed Preliminary Approval and Provisional Class Certification Order shall be substantially similar to the form attached as **Exhibit A**. Class Counsel shall draft the motion papers and give Nogin Commerce's Counsel, Bluestar's Counsel, and BRS/BRPI's Counsel drafts of the motion and proposed order for preliminary approval and provisional Class certification to review before the motion's filing and service date/deadline. At least seven (7) calendar days prior to the deadline for submission of the motion for preliminary approval, Nogin Commerce, through the Claims Administrator, shall provide Class Counsel with an affidavit attesting to the precise number of Class Member emails included in the Class List and the Class List encompasses all known shopjustice.com customers during the Class Period. Each Defendant shall be permitted, but not required, to file its own brief or statement of non-opposition in support of the Preliminary Approval and Provisional Class Certification Order. The Parties agree that, pending the hearing on the

contemplated motion for preliminary approval of the Settlement Agreement and provisional Class certification order: (a) if Defendants have not already filed a responsive pleading, Defendants shall have an extension of time to answer or otherwise respond to the Complaint in the Action, and; (b) the Parties shall not propound further discovery. In the event the Court denies preliminary approval of the Settlement Agreement, the Parties agree they will meet and confer regarding when Defendants' answer or other response to the Complaint in the Action will be due, and a schedule for conducting discovery.

**3.3 Class Notice.** Subject to the Court entering the Preliminary Approval Order, the Parties agree that the retained Claims Administrator will provide the Class with notice of the proposed Settlement by the following methods:

- (a) **Settlement Website.** The Claims Administrator will post the Full Notice on an Internet website ("**Internet Posting**") specifically created for the Settlement of this Action. The Full Notice shall be substantially similar to the form attached as **Exhibit B**. The Internet Posting will also contain the Complaint, Settlement Agreement, and Preliminary Approval Order. Within seven (7) court days of when Class Counsel files a motion for attorneys' fees and costs, the Internet Posting will also post the fees and costs motion. The Internet Posting shall be operative starting on or before thirty (30) calendar days after entry of the Preliminary Approval Order. The Internet Posting shall remain active at least until the Final Settlement Date. The Settlement Website will also contain a link to the webpage where all Class Members can redeem a Merchandise Certificate through its expiration date.
- (b) **Email Notice to Class List.** Using information available to Nogin Commerce through its operation of shopjustice.com, Nogin Commerce shall provide the Claims Administrator with the email addresses for the Class List. The Claims Administrator will send an Email Notice to the Class List. The Email Notice will be substantially similar to the form attached as **Exhibit C**, and will provide the web address of the Settlement Website, the web address for the website Nogin Commerce will implement for the redemption of Merchandise Certificates, and an email and mailing address to contact the Claims Administrator. The Claims Administrator will provide the Email Notice as soon as the Internet Posting is operative, no more than 30 days after entry of the Preliminary Approval Order. The Parties will request the Court authorize the issuance of notice under this Section to those Class Members who previously opted out from receiving emails from Nogin and/or shopjustice.com so as to ensure notice is provided.

**3.4 Proof of Notice.** No later than ten (10) calendar days before the Fairness Hearing, the Claims Administrator will provide Class Counsel with a declaration confirming that notice to the Class has been provided in accordance with Section 3.3 of this Settlement Agreement.

**3.5 Right to Verify Merchandise Certificates and Prevent Duplicate, Counterfeit and Fraudulent Merchandise Certificates.** Nogin Commerce and/or the Claims Administrator may review any Merchandise Certificate used on shopjustice.com to determine that the Merchandise Certificate is valid and has not expired and to prevent the use of duplicate, counterfeit and fraudulent Merchandise Certificates. Nogin Commerce and/or the Claims Administrator reserve the right to decline any Merchandise Certificate that Nogin Commerce and/or the Claims Administrator believes is invalid, has expired, is a duplicate, is counterfeit or is fraudulent. In the event that a Merchandise Certificate presented on the Redemption Website is declined and the presenting party disputes the decision, the Claims Administrator will meet the Merchandise Certificate holder in good faith in an attempt to resolve the dispute. The Claims Administrator's decision as to the valid use of any Merchandise Certificate shall be non-appealable, final, and binding upon the Parties and the presenting party.

**3.6 Objections.** Any Class Member who has not submitted a timely valid written exclusion request pursuant to Section 3.7 below and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, must file written objections with the Court, with copies delivered to the Claims Administrator, Nogin Commerce's Counsel, Bluestar's Counsel, BRS/BRPI's Counsel, and Class Counsel on or before the Response Deadline in accordance with the following procedures:

- (a) The delivery date of any written objection is deemed to be the date the objection is deposited in the U.S. Mail as evidenced by the postmark. It shall be the objector's responsibility to ensure receipt of any objection by the Claims Administrator, Nogin Commerce's Counsel, Bluestar's Counsel, BRS/BRPI's Counsel, and Class Counsel.
- (b) Any written objections must contain: (i) the name and case number of the Action; (ii) the Class Member's full name, address, and telephone number; (iii) the words "Notice of Objection" or "Formal Objection"; (iv) in clear and concise terms, the legal and factual arguments supporting the objection; (v) facts supporting the person's status as a Class Member (e.g., the date of his/her relevant purchases and description of item(s) purchased or the purchase receipt); (vi) the Class Member's signature and the date; and (vii) the following language immediately above the Class Member's signature and date: "I declare under penalty of perjury under the

laws of the State of California that the foregoing statements regarding class membership are true and correct to the best of my knowledge.”

- (c) Any Class Member who submits a written objection, as described in this section, has the option to, but is not required to, appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member’s expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys’ fees. However, Class Members (with or without their attorneys) intending to make an appearance at the Fairness Hearing must include on a timely and valid objection a statement substantially similar to “Notice of Intention to Appear.” If an objecting Class Member (either with or without his or her attorney or through his or her attorney acting on his or her behalf) intends to speak at the Fairness Hearing in support of the objection, the Class Member’s objection must state this intention in a “Notice of Intention to Appear” served on the Claims Administrator, Class Counsel, Nogin Commerce’s Counsel, Bluestar’s Counsel and BRS/BRPI’s Counsel no later than 15 calendar days before the Fairness Hearing. If the objecting Class Member intends to appear at the Fairness Hearing with or through counsel, he or she must also identify the attorney(s) representing the objector who will appear at the Fairness Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which counsel is admitted in the Notice of Intention to Appear. If the objecting Class Member (or the Class Member’s Counsel) intends to request the Court to allow the Class Member to call witnesses at the Fairness Hearing, such request must be made in the Class Member’s written objection, which must also contain a list of any such witnesses and a summary of each witness’s expected testimony. Only Class Members who submit timely and valid objections, including Notices of Intention to Appear, may speak at the Fairness Hearing. If a Class Member makes an objection through an attorney, the Class Member will be responsible for his or her personal attorneys’ fees and costs.

**3.7 Exclusion from the Class.** Class Members may elect not to be part of the Class and not to be bound by this Settlement Agreement. To make this election, a Class Member must send a signed letter or postcard to the Claims Administrator, postmarked no later than the Response Deadline, stating: (a) the name and case number of the Action; (b) the full name, address, and telephone number of the person requesting exclusion; and (c) a statement that he/she does not wish to participate in the Settlement. No later than seven (7) calendar days before the filing date for Plaintiff’s motion in support of the Final Order and Judgment, the Claims Administrator shall serve on Class Counsel, Nogin



Commerce's Counsel, Bluestar's Counsel and BRS/BRPI's Counsel a list of Class Members who have timely and validly excluded themselves from the Class. A Class Member who excludes him or herself from the Class may not object to the Settlement Agreement or the proposed Settlement pursuant to Section 3.6 above.

**3.8 Final Order and Judgment.** Before the Fairness Hearing, Plaintiff shall apply for Court approval of a proposed Final Order and Judgment, substantially similar to the forms attached as **Exhibits D** and **E**, respectively. Class Counsel shall draft the motion papers and give Nogin Commerce's Counsel, Bluestar's Counsel and BRS/BRPI's Counsel drafts of the motion and proposed Final Order and Judgment to review at least five (5) calendar days before the motion's filing and service date/deadline. Each Defendant and Nogin Commerce shall be permitted, but is not required, to file its own brief or statement of non-opposition in support of the Final Approval Order and Judgment. Subject to the Court's approval, the Final Order and Judgment shall, among other things:

- (a) finally approve the Settlement Agreement as fair, reasonable and adequate;
- (b) finally certify the Class for Settlement purposes only, pursuant to California Code of Civil Procedure § 382;
- (c) find that the notice and the notice dissemination methodology complied with the Settlement Agreement, California Code of Civil Procedure § 382, California Rules of Court, rules 3.766 and 3.769, the California Constitution and United States Constitution;
- (d) issue orders related to the relief provided for in the Settlement Agreement, including distribution of the Merchandise Certificates, payment of Plaintiff's Individual Settlement Award, and payment of Class Counsel's attorneys' fees and costs;
- (e) incorporate the releases set forth in Sections 2.8 and 2.9 above;
- (f) dismiss the Action with prejudice; and
- (g) retain jurisdiction over the Action and the Parties relating to the administration, consummation, and/or enforcement of the Settlement Agreement and/or the Final Order and Judgment, and for any other necessary purpose.

**3.9 Judgment and Enforcement.** The Parties agree that should the Court grant final approval of the proposed Settlement and enter Judgment, the Judgment shall include a provision for the retention of the Court's jurisdiction over the Parties to enforce the terms of this Settlement Agreement.

#### **4. Nullification of Settlement Agreement.**

**4.1 Right to Revoke.** Each Party has the right in its sole and exclusive discretion to terminate and withdraw from the Settlement Agreement at any time prior to the Fairness Hearing if: (a) the Court makes an order inconsistent with any of the terms of this Settlement Agreement (except for an order reducing the Class Counsel award for attorneys' fees and costs or the Plaintiff's Individual Settlement Award); or (b) any court, following the signing of this Settlement Agreement but before the Fairness Hearing, certifies, whether on a conditional basis or not, a class, collective, or representative action involving a claim described in the Action by potential class members covered by this Settlement Agreement; or (c) more than three hundred (300) Class Members timely and validly opt out of the Settlement; (d) Plaintiff breaches the Settlement Agreement or (e) Nogen Commerce breaches the Settlement Agreement by failing to produce the Class List to the Claims Administrator as set forth in Section 3.2 above. For the avoidance of doubt, nothing in this paragraph shall limit Plaintiff's ability to terminate this Agreement pursuant to Section 2.8 above.

**4.2 Effect of Agreement if Settlement Is Not Approved.** This Settlement Agreement was entered into only for the purpose of Settlement. In the event that any of the following events occur, then this Settlement Agreement shall be deemed null and void *ab initio* and the Parties shall be deemed restored to their respective positions *status quo ante*, and as if this Settlement Agreement was never executed: (a) any Party invokes its right to revoke pursuant to Section 4.1 above; (b) the Court conditions its approval of either the Preliminary Approval Order or the Final Approval Order and Judgment on any modifications of this Settlement Agreement that are not acceptable to all Parties; (c) the Court does not approve the Settlement Agreement or enter the Final Approval Order and Judgment; or (d) the Final Settlement Date does not occur for any reason. If any of the afore-described events occurs, then: (a) the Preliminary Approval Order and all of its provisions will be vacated by its own terms, including, but not limited to, vacating conditional certification of the Class, conditional appointment of Named Plaintiff as Class representative, and conditional appointment of Plaintiff's Counsel as Class Counsel; (b) the Action will revert to the status that existed before Named Plaintiff filed her motion for approval of the Preliminary Approval Order; and (c) no term or draft of this Settlement Agreement, or any part of the Parties' Settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding. If the Court does not approve the Settlement Agreement or enter the Final Approval Order and Judgment for any reason, or if the Final Settlement Date does not occur for any reason, each Defendant shall retain all its rights to object to the maintenance of the Action as a class action, and nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Action may properly be maintained as a class action.

## **5. ADDITIONAL PROVISIONS.**

**5.1 Change of Time Periods.** All time periods and dates described in this Settlement Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Class.

**5.2 Fair, Adequate, and Reasonable Settlement.** The Parties have arrived at this Settlement in arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement was reached after extensive negotiations, including a full-day mediation session between Plaintiff and Nugin conducted with the assistance of JAMS Mediator Hon. Edward A. Infante (Ret.).

**5.3 Real Parties in Interest.** In executing this Settlement Agreement, the Parties warrant and represent that except as provided herein, neither the claims or causes of action released herein nor any part thereof have been assigned, granted, or transferred in any way to any other person, firm, or entity.

**5.4 Voluntary Agreement.** This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

**5.5 Binding on Successors.** This Settlement Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

**5.6 Parties Represented by Counsel.** The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Settlement Agreement by independent counsel of their own choosing, that they have read this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of its legal effect.

**5.7 Authorization.** Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

**5.8 Entire Agreement.** This Settlement Agreement and attached exhibits contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Action. This Settlement Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Settlement Agreement.

**5.9 Construction and Interpretation.** Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Settlement Agreement for

purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. This Settlement Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

**5.10 Headings and Formatting of Definitions.** The various headings used in this Settlement Agreement are solely for the convenience of the Parties and shall not be used to interpret this Settlement Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

**5.11 Exhibits.** The exhibits to this Settlement Agreement are integral parts of the Settlement Agreement and Settlement and are hereby incorporated and made a part of this Settlement Agreement as though fully set forth in the Settlement Agreement.

**5.12 Modifications and Amendments.** No amendment, change, or modification of this Settlement Agreement or any part thereof shall be valid unless in writing signed by the Parties or their counsel.

**5.13 Governing Law.** This Settlement Agreement is entered into in accordance with the laws of the State of California and shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflict of law principles.

**5.14 Further Assurances.** Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto.

**5.15 Agreement Constitutes a Complete Defense.** To the extent permitted by law, this Settlement Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Settlement Agreement.

**5.16 Execution Date.** This Settlement Agreement shall be deemed executed upon the last date of execution by all of the undersigned.

**5.17 Continuing Jurisdiction.** On and after the Final Settlement Date, the Court shall retain jurisdiction over the interpretation, effectuation, and implementation of this Settlement Agreement.

**5.18 Counterparts.** This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and

annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Settlement Agreement may be treated as originals.

**5.19 Recitals.** The Recitals are incorporated by this reference and are part of the Settlement Agreement.

**5.20 Inadmissibility.** This Settlement Agreement (whether approved or not approved, revoked, or made ineffective for any reason) and any proceedings or discussions related to this Settlement Agreement are inadmissible as evidence of any liability or wrongdoing whatsoever in any court or tribunal in any state, territory, or jurisdiction. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Settlement Agreement and the binding effect of the Final Order and Judgment.

**5.21 No Conflict Intended.** Any inconsistency between this Settlement Agreement and the attached exhibits will be resolved in favor of this Settlement Agreement.

**5.22 Disposal of the Class List.** Within six (6) months after the Final Settlement Date and completion of the administration, or in the event the Settlement is terminated pursuant to Section 4, after providing Plaintiff’s Counsel at least ten (10) calendar days advance notice of its invocation of this section, all originals, copies, documents, transcriptions, iterations, or drafts of the contact information for Class Members or any portion thereof shall be returned to Nogin Commerce’s Counsel by the Claims Administrator.

**5.23 Notices.** Any notice, instruction, application for Court approval or application for Court orders sought in connection with the Settlement Agreement or other document to be given by any Party to any other Party in connection therewith, shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid to counsel for the Parties at the addresses set forth below.

<b>CLASS COUNSEL</b>	<b>NOGIN’S AND NOGIN COMMERCE’S COUNSEL</b>
Todd D. Carpenter, Esq. LYNCH CARPENTER, LLP 1234 Camino del Mar Del Mar, California 92014	Michael Bassiri, Esq. P.O. Box 5147 Orange, CA 92863-5147
<b>B. RILEY SECURITIES, INC. AND B. RILEY PRINCIPAL INVESTMENTS, LLC’S COUNSEL</b>	<b>BLUESTAR’S COUNSEL</b>

<p>Chad Weaver, Esq.          Freeman Mathis &amp; Gary, LLP          3030 Old Ranch Parkway, Suite 200          Seal Beach, CA 90740-2713</p> <p>With a copy to:          Alan Forman, Esq.          299 Park Avenue, 21st Floor          New York, NY 10171</p>	<p>Joseph Sutton, Esq          240 Madison Avenue, 15<sup>th</sup> Floor          New York NY 10016</p>
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**5.24 List of Exhibits:** The following exhibits are attached to this Settlement Agreement:

- Exhibit A: [Proposed] Preliminary Approval and Provisional Class Certification Order
- Exhibit B: Full Notice
- Exhibit C: Email Notice
- Exhibit D: [Proposed] Order Granting Final Approval of Class Settlement
- Exhibit E: [Proposed] Final Judgment

**IN WITNESS WHEREOF**, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED.

June 7, 2024  
Dated: ~~May \_\_, 2024~~

DocuSigned by:  
  
508C139D37D248A  
 TRISHA TEPERSON

Dated: May \_\_, 2024

\_\_\_\_\_  
Nogin, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: May \_\_, 2024

\_\_\_\_\_  
Justice Brand Holdings LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Chad Weaver, Esq. Freeman Mathis & Gary, LLP 3030 Old Ranch Parkway, Suite 200 Seal Beach, CA 90740-2713	Joseph Sutton, Esq 240 Madison Avenue, 15 <sup>th</sup> Floor New York NY 10016
With a copy to: Alan Forman, Esq. 299 Park Avenue, 21st Floor New York, NY 10171	

**5.24 List of Exhibits:** The following exhibits are attached to this Settlement Agreement:

- Exhibit A: [Proposed] Preliminary Approval and Provisional Class Certification Order
- Exhibit B: Full Notice
- Exhibit C: Email Notice
- Exhibit D: [Proposed] Order Granting Final Approval of Class Settlement
- Exhibit E: [Proposed] Final Judgment

**IN WITNESS WHEREOF**, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED.

Dated: May \_\_, 2024

\_\_\_\_\_  
TRISHA TEPERSON


Dated: May \_\_, 2024

\_\_\_\_\_  
Nogin, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

June 5,  
Dated: ~~May~~ \_\_, 2024

\_\_\_\_\_  
Justice Brand Holdings LLC

  
By: Joseph Sutton, esq.  
Its: General Counsel

<p>Chad Weaver, Esq.          Freeman Mathis &amp; Gary, LLP          3030 Old Ranch Parkway, Suite 200          Seal Beach, CA 90740-2713</p> <p>With a copy to:          Alan Forman, Esq.          299 Park Avenue, 21st Floor          New York, NY 10171</p>	<p>Joseph Sutton, Esq          240 Madison Avenue, 15<sup>th</sup> Floor          New York NY 10016</p>
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**5.24 List of Exhibits:** The following exhibits are attached to this Settlement Agreement:

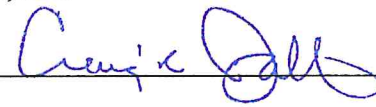
- Exhibit A: [Proposed] Preliminary Approval and Provisional Class Certification Order
- Exhibit B: Full Notice
- Exhibit C: Email Notice
- Exhibit D: [Proposed] Order Granting Final Approval of Class Settlement
- Exhibit E: [Proposed] Final Judgment

**IN WITNESS WHEREOF**, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED.

Dated: May \_\_, 2024

\_\_\_\_\_  
 TRISHA TEPERSON

Dated: June 5, 2024

\_\_\_\_\_  
 Nogin, Inc.  
  
 \_\_\_\_\_  
 By: Craig R. Jalbert  
 Its: Plan Administrator


Dated: May \_\_, 2024

\_\_\_\_\_  
 Justice Brand Holdings LLC  
 \_\_\_\_\_  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_



Dated: ~~May~~ <sup>June 5,</sup> \_\_, 2024

Bluestar Alliance LLC

  
By: Joseph Sutton, esq.  
Its: General Counsel

Dated: May \_\_, 2024

B. Riley Securities, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: May \_\_, 2024

B. Riley Principal Investments, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: May \_\_, 2024

Nogin Commerce, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_


Dated: May \_\_, 2024

Bluestar Alliance LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_


Dated: May 31, 2024

B. Riley Securities, Inc.

  
By: Jimmy Baker  
Its: President

Dated: May 31, 2024

B. Riley Principal Investments, LLC

  
By: Daniel Shribman  
Its: cio

Dated: May \_\_, 2024

Nogin Commerce, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: May \_\_, 2024

Bluestar Alliance LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: May \_\_, 2024

B. Riley Securities, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: May \_\_, 2024

B. Riley Principal Investments, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: ~~May~~ <sup>June</sup> 1, 2024

Nogin Commerce LLC

DocuSigned by:

*Jonathan Huberman*

5389AB1C768741B...

By: Jonathan Huberman  
Its: President and CEO

**EXHIBIT A**  
**[PROPOSED] PRELIMINARY APPROVAL AND PROVISIONAL CLASS CERTIFICATION**  
**ORDER**

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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN DIEGO

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

Plaintiff,

vs.

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.

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

On \_\_\_\_\_ (month) \_\_\_\_ (day), \_\_\_\_ (year), 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.<sup>1</sup>

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

1 **FINDINGS:**

2 1. The Settlement Agreement appears to be the product of informed, non-collusive  
3 negotiations with Defendants Nogin, Inc. (“Nogin”), Justice Brand Holdings LLC, Bluestar  
4 Alliance LLC, B. Riley Securities Inc., and B. Riley Principal Investments, LLC (together with  
5 Nogin, collectively, the “Defendants”, provided that, from and after the Effective Date (as defined  
6 in the Plan) of the Plan, the defined term Defendants shall exclude Nogin), and falls within the  
7 range of possible approval as fair, reasonable and adequate.

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

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

17 4. For settlement purposes only, Plaintiff’s claims are typical of the Class’s claims.

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

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

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

1 **IT IS ORDERED THAT:**

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

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

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

11 5. **Objection to Settlement.** Class Members who have not submitted a timely valid  
12 written exclusion request pursuant to Paragraph 7 below and who want to object to the Settlement  
13 Agreement must file written objections with the Court, with copies delivered to the Claims  
14 Administrator, Class Counsel, Nogin Counsel, Bluestar’s Counsel and BRS/BRPI’s Counsel no  
15 later than ninety (90) calendar days after entry of the Preliminary Approval Order, or sixty (60)  
16 calendar days after the issuance of Class Notice, whichever is later. The delivery date is deemed to  
17 be the date the objection is deposited in the U.S. Mail as evidenced by the postmark. It shall be the  
18 objector’s responsibility to ensure receipt of any objection by the Claims Administrator, Nogin’s  
19 Counsel, Bluestar’s Counsel any other Defendant’s counsel, and Class Counsel on or before the  
20 deadline. The objection must include: (a) the name and case number of the Action; (b) the objecting  
21 Class Member’s full name, address, and telephone number; (c) the words “Notice of Objection” or  
22 “Formal Objection”; (d) in clear and concise terms, the legal and factual arguments supporting the  
23 objection; (e) facts supporting the objector’s status as a Class Member (e.g., the date of his/her  
24 relevant purchases and description of the item(s) purchased); (f) the objecting Class Member’s  
25 signature and the date; and (g) the following language immediately above the objecting Class  
26 Member’s signature and date: “I declare under penalty of perjury under the laws of the State of  
27 California that the foregoing statements regarding class membership are true and correct to the best  
28

1 of my knowledge.” Any Class Member who submits a written objection, as described in this  
2 section, has the option to appear at the Fairness Hearing, either in person or through personal  
3 counsel hired at the Class Member’s expense, to object to the fairness, reasonableness, or adequacy  
4 of the Settlement Agreement or the proposed Settlement. Class Members, or their attorneys,  
5 intending to make an appearance at the Fairness Hearing, however, must include on a timely and  
6 valid objection a statement substantially similar to “Notice of Intention to Appear.” If the objecting  
7 Class Member intends to appear at the Fairness Hearing through counsel, he or she must also  
8 identify the attorney(s) representing the objector who will appear at the Fairness Hearing and  
9 include the attorney(s) name, address, phone number, email address, and the state bar(s) to which  
10 counsel is admitted. If the objecting Class Member intends to request the Court allow the Class  
11 Member to call witnesses at the Fairness Hearing, such request must be made in the Class Member’s  
12 written objection, which must also contain a list of any such witnesses and a summary of each  
13 witness’s expected testimony. Only Class Members who submit timely valid objections containing  
14 Notices of Intention to Appear or their counsel may speak at the Fairness Hearing.

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

20           7.     **Requesting Exclusion.** Class Members who want to be excluded from the  
21 Settlement must send a signed letter or postcard to the Claims Administrator stating: (a) the name  
22 and case number of the Action; (b) the full name, address, and telephone number of the person  
23 requesting exclusion; and (c) a statement that the person does not wish to participate in the  
24 Settlement, postmarked no later than ninety (90) calendar days after entry of the Preliminary  
25 Approval Order, or sixty (60) calendar days after the issuance of Class Notice, whichever is later.  
26 A Class Member who excludes him or herself from the Settlement may not object to the Settlement  
27 Agreement pursuant to Paragraph 5 above.  
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8. **Provisional Certification.** The Class is provisionally certified as all persons who, during the Class Period (i.e. from April 1, 2021 to October 31, 2023, purchased at shopjustice.com one or more items that were not returned by, or on behalf of, the purchaser, or otherwise, and who also received direct notice of the settlement via email. Excluded from the Class is Nogin’s Counsel, Nogin’s officers and directors, and the judge presiding over the Action.

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

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

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

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

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

1           14.   **Fairness Hearing.** On \_\_\_\_\_ (month) \_\_\_\_ (day), 2024, at \_\_\_\_\_, this  
 2 Court will hold a Fairness Hearing to determine whether the Settlement Agreement should be  
 3 finally approved as fair, reasonable, and adequate. Based on the date of this Order and the date of  
 4 the Fairness Hearing, the following are the certain associated dates in this Settlement:  
 5

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

13 This Court may order the Fairness Hearing to be postponed, adjourned, or continued. If that occurs,  
 14 the updated hearing date shall be posted on the Settlement Website but, other than the website  
 15 posting, the Parties will not be required to provide any additional notice to Class Members.  
 16

17           15.   Nothing in this Order or the Settlement Agreement shall (i) impair, modify or  
 18 otherwise alter the terms of the Confirmation Order, Plan and EPA, (ii) grant any Party, Class  
 19 Member (whether participating or opting out) or any other claimant rights inconsistent with the  
 20 terms of the Confirmation Order, Plan and EPA and (iii) impose any obligations, financial or  
 21 otherwise, upon Nugin.

22 DATED: \_\_\_\_\_  
 23 \_\_\_\_\_  
 24 San Diego Superior Court Judge

**EXHIBIT B**  
**FULL NOTICE**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN DIEGO

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

Plaintiff,

vs.

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.

No.

IF YOU MADE A PURCHASE AT SHOPJUSTICE.COM BETWEEN  
APRIL 1, 2021, AND OCTOBER 31, 2023, YOU MAY BE ELIGIBLE TO  
RECEIVE A **MERCHANDISE CERTIFICATE FOR UP TO \$12.50 OFF**  
**THE PURCHASE OF A SINGLE ITEM**, USABLE TOWARD FUTURE  
PURCHASES OF JUSTICE-BRANDED MERCHANDISE AT  
[WWW.SJCLASSACTIONREDEMPTION.COM](http://WWW.SJCLASSACTIONREDEMPTION.COM)

*A STATE COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.*

A settlement (“Settlement”) has been proposed in the class action lawsuit referenced above pending in the Superior Court of California, County of San Diego (the “Action”). If the Court gives final approval to the Settlement, each Class Member who made a Qualifying Purchase during the Class Period and does not request exclusion from the Class is entitled to receive one Merchandise Certificate which may be applied for up to \$12.50 toward the after-tax purchase of any single item at [www.sjclassactionredemption.com](http://www.sjclassactionredemption.com), a website implemented solely for the redemption of the Merchandise Certificates on Justice-branded merchandise.

Your legal rights are affected whether you act or don’t act. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		
<b>EXCLUDE YOURSELF</b>	If you exclude yourself from the Settlement, you will not receive a Merchandise Certificate under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against the Defendants for the allegations in the Action ever again. If you exclude yourself from the Settlement you may not also object to the Settlement.	Deadline: _____
<b>OBJECT</b>	You may file a written objection telling the Court why you object to (i.e., don't like) the Settlement and think it shouldn't be approved. Submitting an objection does not exclude you from the Settlement, and you may not object to the Settlement if you have excluded yourself.	Deadline: _____
<b>GO TO THE "FAIRNESS HEARING"</b>	<p>The Court will hold a "Fairness Hearing" to consider the Settlement, the request for attorneys' fees and costs of the lawyers who brought the Action, and the Named Plaintiff's request for a service award for bringing the Action.</p> <p>You may, but are not required to, speak at the Fairness Hearing about any objection you filed to the Settlement. If you intend to speak at the Fairness Hearing, you must also submit a "Notice of Intention to Appear" indicating your intent to do so.</p>	Hearing Date and Time: _____
<b>DO NOTHING</b>	<b>If you received notice of this Settlement via email, it is because you made one or more Qualifying Purchase(s) during the Class Period:</b> If you do nothing, and the Court approves the Settlement, you will automatically receive one (1) Merchandise Certificate via email. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the legal claims in this case.	N/A

- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the

Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

## WHAT THIS NOTICE CONTAINS

### **BACKGROUND INFORMATION .....##**

1. Why did I get this notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?
5. How do I know if I am part of the Settlement?
6. I'm still not sure if I am included.

### **THE PROPOSED SETTLEMENT .....##**

7. What relief does the Settlement provide to the Class Members?

### **HOW TO RECEIVE A MERCHANDISE CERTIFICATE .....##**

8. How can I get a Merchandise Certificate(s)?
9. When will I get my Merchandise Certificate(s)?

### **THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS.##**

10. Do I have a lawyer in this case?
11. How will the lawyers be paid?
12. Will the Named Plaintiff receive any compensation for her efforts in bringing this Action?

### **DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS .....##**

13. What am I giving up to obtain relief under the Settlement?

### **HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT .....##**

14. How do I exclude myself from the Settlement?

### **HOW TO OBJECT TO THE SETTLEMENT .....##**

15. How do I tell the Court that I disagree with the Settlement?
16. What is the difference between excluding myself and objecting to the Settlement?

### **FAIRNESS HEARING .....##**

17. What is the Fairness Hearing?

18. When and where is the Fairness Hearing?

19. May I speak at the hearing?

**ADDITIONAL INFORMATION**.....##

20. How do I get more information?

21. What if my email address changes?

## **BACKGROUND INFORMATION**

### **1. *Why did I get this notice?***

You received this Notice because a Settlement has been reached in this Action. You might be a member of the Settlement Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 20 below.

### **2. *What is this lawsuit about?***

Plaintiff Trisha Teperson (the “Named Plaintiff”) filed a lawsuit against Nogin, Inc. (“Nogin”) and certain other Defendants on behalf of herself and all others similarly situated. The lawsuit alleges that the Defendants engaged in deceptive advertising by advertising purportedly improper discounts on merchandise sold on shopjustice.com.

Each Defendant denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Each Defendant further denies that any Class Member is entitled to any relief and, other than for Settlement purposes, that this Action is appropriate for certification as a class action.

**The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Named Plaintiff’s claims in the Action.**

For information about how to learn about what has happened in the Action to date, please see Section 20 below.

### **3. *Why is this a class action?***

In a class action lawsuit, one or more people called “Named Plaintiff(s)” (in this Action, Trisha Teperson) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The parties sued in this case, Nogin, Inc., Justice Brand Holdings LLC, Bluestar Alliance LLC, B. Riley Securities, Inc., and B. Riley Principal Investments, LLC, are called the Defendants.

#### **4. *Why is there a Settlement?***

The Named Plaintiff has made claims against the Defendants. Each Defendant denies that it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Named Plaintiff or the Defendants should win this Action. Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all.

#### **5. *How do I know if I am part of the Settlement?***

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement: All persons who, during the Class Period (from April 1, 2021 to October 31, 2023) purchased at shopjustice.com one or more items that were not returned by, or on behalf of, the purchaser, or otherwise (a “Qualifying Purchase”) and who also received direct notice of the settlement via email. Excluded from the Class is Nogin’s Counsel, Nogin’s officers and directors, and the judge presiding over the Action.

#### **6. *I’m still not sure if I am included.***

If you are still not sure whether you are included, you can write the Claims Administrator for free help. The email address of the Claims Administrator is \_\_\_\_\_ and the U.S. postal (mailing) address is \_\_\_\_\_.

### **THE PROPOSED SETTLEMENT**

#### **7. *What relief does the Settlement provide to the Class Members?***

Nogin Commerce, LLC (“Nogin Commerce”) has agreed to provide each Class Member who received notice of this Settlement via email and does not timely and validly request exclusion from or object to the Settlement one (1) Merchandise Certificate which, at the election of the holder, may be applied for up to \$12.50 toward the purchase of any single item at [www.sjclassactionredemption.com](http://www.sjclassactionredemption.com), a website implemented solely for the redemption of the Merchandise Certificates on Justice-branded merchandise.

Merchandise Certificates will not be stackable with each other (i.e. only one Merchandise Certificate may be used per item purchased). Merchandise Certificates will be applied to the after-tax price of an item after any other applicable discount(s). Merchandise Certificates shall not be redeemable for cash, and will not be replaced if lost, stolen or damaged. If a Merchandise Certificate is applied toward the purchase of an item that is priced less than \$12.50 (Twelve Dollars and Fifty Cents), there will not be any unused balance remaining on the Merchandise Certificate. Merchandise Certificates are non-transferable and will have a twelve-month expiration date.



Nogin's entry into the Settlement Agreement is solely for purposes of convenience as the initial named defendant in the Action. As set forth in the Confirmation Order, Plan and EPA, Nogin Holdings acquired certain assets from Nogin through its acquisition of the reorganized equity interests in accordance with the Confirmation Order, Plan and EPA. Nogin is no longer affiliated with Nogin Commerce, and Nogin's chapter 11 case remains pending before the United States Bankruptcy Court for the District of Delaware. Nothing in this Settlement Agreement shall (i) impair, modify or otherwise alter the terms of the Confirmation Order, Plan and EPA, (ii) grant any Party, Class Member (whether participating or opting out) or any other claimant rights inconsistent with the terms of the Confirmation Order, Plan and EPA and (iii) impose any obligations, financial or otherwise, upon Nogin.

## **HOW TO RECEIVE A MERCHANDISE CERTIFICATE**

### **8. *How can I get a Merchandise Certificate(s)?***

If you received notice of the Settlement by email, you need not do anything to receive one (1) Merchandise Certificate.

### **9. *When will I get my Merchandise Certificate(s)?***

As described in Sections 17 and 18 below, the Court will hold a hearing on \_\_\_\_\_ at \_\_\_\_\_, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It's always uncertain when the appeals will be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the website dedicated to the Settlement at \_\_\_\_\_. *Please be patient.*

## **THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF**

### **10. *Do I have a lawyer in this case?***

The Court has ordered that the law firm of Lynch Carpenter, LLP ("Class Counsel") will represent the interests of all Class Members. You will not be separately charged for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **11. *How will the lawyers be paid?***

Nogin Commerce has agreed to pay Class Counsel's attorneys' fees and costs up to \$600,000, which amount shall be reduced by the amount of any Claims Administrator Costs paid or payable by Nogin Commerce, subject to approval by the Court. You will

not be required to pay any attorneys' fees or costs. Please see sections 2.4 and 2.5 of the Settlement Agreement, available [HERE](#), for additional details.

**12. *Will the Named Plaintiff receive any compensation for her efforts in bringing this Action?***

The Named Plaintiff will request a service award of up to \$2,500 total for her service as Class representative and her efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Class representative.

**DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS**

**13. *What am I giving up to obtain relief under the Settlement?***

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against the Defendants and Nogin Commerce. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against the Defendants or Nogin Commerce regarding the claims in the Action. The Settlement Agreement, available on the Internet at the website \_\_\_\_\_ contains the full terms of the release.

**14. *How do I exclude myself from the Settlement?***

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a signed letter or postcard stating: (a) the name and case number of the Action; (b) your full name, address, and telephone number; and (c) a statement that you do not wish to participate in the Settlement, postmarked no later than \_\_\_\_\_ to the Claims Administrator at:

*Teperson v. Nogin, Inc., Settlement*  
c/o \_\_\_\_\_  
\_\_\_\_\_

If you timely and validly request exclusion from the Class, you will be excluded from the Class, you will not receive a Merchandise Certificate under the Settlement, you will not be bound by the judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against the Defendants based on the conduct complained of in the Action. If you exclude yourself from the Class and the Settlement you may not object to the Settlement.

**15. *How do I tell the Court that I disagree with the Settlement?***

At the date, time, and location stated in Section 18 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to consider

Class Counsel's request for an award of attorneys' fees and costs, and the service award to the Named Plaintiff.

If you have not excluded yourself from the Settlement and you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must file a written objection with the Court and deliver copies of the written objection to the Claims Administrator, Class Counsel, Nogin's Counsel, Bluestar's Counsel and any other Defendant's counsel at the address set forth below no later than (*i.e.*, postmarked by) \_\_\_\_\_.

*Teperson v. Nogin, Inc. , Settlement*

c/o \_\_\_\_\_

Any written objections must contain: (a) the name and case number of the Action; (b) the Class Member's full name, address, and telephone number; (c) the words "Notice of Objection" or "Formal Objection"; (d) in clear and concise terms, the legal and factual arguments supporting the objection; (e) facts supporting the person's status as a Class Member (e.g., the date and location of his/her relevant purchases and description of the item(s) purchased); (f) the Class Member's signature and the date; and (g) the following language immediately above the Class Member's signature and date: "I declare under penalty of perjury under the laws of the State of California that the foregoing statements regarding class membership are true and correct to the best of my knowledge." You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorneys' fees and costs.

**IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.**

If you submit a written objection, you may appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees. You are not required, however, to appear. If you, or your attorney, intend to make an appearance at the Fairness Hearing, you must include on your timely and valid objection a statement substantially similar to "Notice of Intention to Appear".

If you intend to appear at the Fairness Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Fairness Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which your counsel is admitted. Also, if you intend to request the Court to allow you to call witnesses at the Fairness Hearing, such request must be made in your written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony.

**16. *What is the difference between excluding myself and objecting to the Settlement?***

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**FAIRNESS HEARING**

**17. *What is the Fairness Hearing?***

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a service award to the Named Plaintiff. You may attend, but you do not have to.

**18. *When and where is the Fairness Hearing?***

On \_\_\_\_\_, 2024, at \_\_\_\_\_ Pacific, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable \_\_\_\_\_ in Courtroom \_\_\_\_\_ of the Superior Court of California, County of San Diego, located at 325 S Melrose Dr, Vista, CA 92081. The hearing may be postponed to a different date or time or location without notice. Please check \_\_\_\_\_ for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

**19. *May I speak at the hearing?***

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. As described above in Section 15, you may speak at the Fairness Hearing only if (a) you have timely submitted an objection, and (b) you have timely and validly provided a Notice of Intent to Appear.

If you have requested exclusion from the Settlement, you may not speak at the hearing.

**ADDITIONAL INFORMATION**

**20. *How do I get more information?***

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative complaint filed in the Action, please visit the Settlement website located at: \_\_\_\_\_. Alternatively, you

may contact the Claims Administrator at the email address \_\_\_\_\_ or the U.S. postal (mailing) address: \_\_\_\_\_.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file you should visit <https://roa.sdcourt.ca.gov/roa/> or the Clerk's office at 330 West Broadway, San Diego, CA 92101. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

**21. *What if my email address changes?***

It is your responsibility to inform the Claims Administrator of your updated information. You may do so at the address below:

*Teperson v. Nogin, Inc., Settlement* \_\_\_\_\_

\_\_\_\_\_

\*\*\*\*

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**

Dated: \_\_\_\_\_

By: Order of the Superior Court of California

HONORABLE \_\_\_\_\_  
SUPERIOR COURT JUDGE

**EXHIBIT C**  
**EMAIL NOTICE**

To: \_\_\_\_\_

From: \_\_\_\_\_

Re: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

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IF YOU MADE A PURCHASE AT SHOPJUSTICE.COM BETWEEN APRIL 1, 2021, AND OCTOBER 31, 2023, YOU MAY BE ELIGIBLE TO RECEIVE A **MERCHANDISE CERTIFICATE FOR UP TO \$12.50 OFF THE PURCHASE OF A SINGLE ITEM** USABLE TOWARD FUTURE PURCHASES OF JUSTICE-BRANDED MERCHANDISE AT [WWW.SJCLASSACTIONREDEMPTION.COM](http://WWW.SJCLASSACTIONREDEMPTION.COM)

**Why did I get this notice?** A settlement (“Settlement”) has been proposed in a class action lawsuit pending in the Superior Court of California, County of San Diego (“Court”) titled *Teperson v. Nogin, Inc., et al.* (“Action”). According to available records, you might be a “Class Member.” The purpose of this Email Notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

**What is the Action about?** The Action was filed against Nogin, Inc. (“Nogin”) and certain other defendants (collectively, the “Defendants”) by plaintiff Trisha Teperson alleging the Defendants engaged in deceptive advertising by advertising purportedly improper discounts on merchandise at shopjustice.com. Each Defendant denies wrongdoing and liability and both sides disagree on how much, if anything, the Class could have recovered after trial. **No court has decided which side is right. But both sides agreed to provide benefits to Class Members and resolve the case.**

**Am I a Class Member?** You are a “Class Member” if, between April 1, 2021, and October 31, 2023 (the “Class Period”), you purchased one or more items at shopjustice.com, which item(s) was not returned by, or on behalf of, you, or otherwise (a “Qualifying Purchase”), who also received direct notice of the settlement via email and you are not Nogin’s Counsel, a Nogin officer or director, or the judge presiding over the Action.

**What relief does the Settlement provide?** If you are a Class Member, you are eligible to receive one (1) Merchandise Certificate good for a maximum value of \$12.50 off a single item (no minimum purchase) at shopjustice.com. **To receive one (1) Merchandise Certificate, you need not do anything in response to this email notice.** You will automatically receive a Merchandise Certificate via email at the termination of the Settlement proceedings. The Merchandise Certificate will be redeemable at [www.sjclassactionredemption.com](http://www.sjclassactionredemption.com), a website implemented solely for the redemption of the Merchandise Certificates on Justice-branded merchandise. Nogin's entry into the Settlement Agreement is solely for purposes of convenience as the initial named defendant in the Action. As set forth in the Confirmation Order, Plan and EPA, Nogin Holdings acquired certain assets from Nogin through its acquisition of the reorganized equity interests in accordance with the Confirmation Order, Plan and EPA. Nogin is no longer affiliated with Nogin Commerce, and Nogin's chapter 11 case remains pending before the United States Bankruptcy Court for the District of Delaware. Nothing in this Settlement Agreement shall (i) impair, modify or otherwise alter the terms of the Confirmation Order, Plan and EPA, (ii) grant any Party, Class Member (whether participating or opting out) or

any other claimant rights inconsistent with the terms of the Confirmation Order, Plan and EPA and (iii) impose any obligations, financial or otherwise, upon Nogin.

**What are my other options?** If you don't want to be legally bound by the Settlement, you must exclude yourself by \_\_\_\_\_, or you won't be able to sue the Defendants or Nogin Commerce, LLC about the legal claims in the Action ever again. If you exclude yourself, you cannot receive a Merchandise Certificate(s) from this Settlement. If you stay in the Settlement, you may object to it by \_\_\_\_\_. The detailed notice available at \_\_\_\_\_ explains how to request exclusion or object. The Court will hold a hearing on \_\_\_\_\_ at \_\_\_\_\_ Pacific time to consider whether to approve the Settlement, and a request by the lawyers representing all Class Members (Lynch Carpenter, LLP) for up to \$600,000 in attorneys' fees and costs, which amount shall be reduced by the amount of any Claims Administrator Costs paid or payable by Nogin Commerce, and for the Class representative's (Trisha Teperson) request for \$2,500 for her service. You may ask to appear at the hearing, but you don't have to.

**More information?** For complete information about the Settlement, to view the Settlement Agreement, related Court documents, and to learn more about how to exercise your various options under the Settlement, visit \_\_\_\_\_. You may also write to the Claims Administrator at the email address \_\_\_\_\_ or the postal address \_\_\_\_\_.



**EXHIBIT D**  
**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS SETTLEMENT**

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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN DIEGO

TRISHA TEPERSON, on behalf of herself and  
all others similarly situated,  
  
Plaintiff,  
  
vs.  
  
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.  
  
**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF CLASS SETTLEMENT**

On \_\_\_\_\_ (month) \_\_\_\_ (day), this Court heard plaintiff Trisha Teperson’s motion  
for final approval of the class action settlement. This Court reviewed: (a) the motion and the  
supporting papers, including the Settlement Agreement and Release (“Settlement Agreement”);<sup>1</sup>  
(b) any objections filed with or presented to the Court; (c) the Parties’ responses to any objections;  
and (d) counsels’ arguments. Based on this review and the findings below, the Court found good  
cause to grant the motion.

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

1 **FINDINGS:**

2 1. Upon review of the record, the Court hereby finds that the Settlement Agreement is,  
3 in all respects, fair, adequate, and reasonable, and therefore approves it.

4 2. The Court also finds that extensive arm's-length negotiations have taken place, in  
5 good faith, between Class Counsel, Nogin's Counsel, and the other Defendants' counsel, if any,  
6 resulting in the Settlement Agreement. Parts of these negotiations were presided over by the  
7 experienced JAMS Mediator Hon. Edward A. Infante (Ret.).

8 3. The Settlement Agreement provides substantial value to the Class in the form of  
9 Merchandise Certificates.

10 4. Defendants provided notice to Class Members in compliance with the Settlement  
11 Agreement, due process, and California Rules of Court, rules 3.766 and 3.769(f). The notices:  
12 (i) fully and accurately informed Class Members about the lawsuit and Settlement; (ii) provided  
13 sufficient information so that Class Members could decide whether to accept the benefits offered,  
14 opt-out and pursue their own remedies, or object to the Settlement; (iii) provided procedures for  
15 Class Members to submit written objections to the proposed Settlement, to appear at the hearing,  
16 and to state objections to the proposed Settlement; and (iv) provided the time, date, and place of  
17 the final Fairness Hearing.

18 5. The Parties adequately performed their obligations under the Settlement Agreement.

19 6. For the reasons stated in the Preliminary Approval of Class Settlement and  
20 Provisional Class Certification Order, and having found nothing in any submitted objections that  
21 would disturb these previous findings, this Court finds and determines that the proposed Class, as  
22 defined below, meets all of the legal requirements for Class certification, for Settlement purposes  
23 only, under California Code of Civil Procedure § 382.

24 7. An award of \$600,000 in attorneys' fees and costs to Class Counsel, which amount  
25 shall be reduced by the amount of any Claims Administrator Costs paid or payable by Nogin  
26 Commerce, is fair and reasonable in light of the nature of this case, Class Counsel's experience and  
27 efforts in prosecuting this Action, and the benefits obtained for the Class.

1           8.       Incentive award to plaintiff Trisha Teperson of \$2,500 total is fair and reasonable in  
2 light of: (a) Plaintiff's risks (including financial, professional, and emotional) in commencing this  
3 action as the Class Representative; (b) the time and effort spent by Plaintiff in litigating this action  
4 as the Class Representative; and (c) Plaintiff's public interest service.

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

11 **IT IS ORDERED THAT:**

12           1.       **Class Members.** The Class Members are defined as:

13                   All persons who, from April 1, 2021 to October 31, 2023, purchased at  
14 shopjustice.com one or more items, which item(s) was not returned by, or on behalf  
15 of, the purchaser, or otherwise and who also received direct notice of the settlement  
16 via email. Excluded from the Class is Nogin's Counsel, Nogin's officers and  
17 directors, and the judge presiding over the Action.

18           2.       **Binding Effect of Order.** This Order applies to all claims or causes of action settled  
19 under the Settlement Agreement, and binds all Class Members, including those who did not  
20 properly request exclusion under Paragraph 7 of the Preliminary Approval of Class Settlement and  
21 Provisional Class Certification Order. This order does not bind persons who submitted timely and  
22 valid Requests for Exclusion. Attached as Exhibit 1 is a list of persons who properly requested to  
23 be excluded from the Settlement.

24           3.       **Release.** Plaintiff and all Class Members who did not properly request exclusion  
25 are: (a) deemed to have released and discharged the Defendants and Nogin Commerce from all  
26 claims arising out of or asserted in this Action released under the Settlement Agreement; and  
27 (b) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or  
28 indirectly, these claims. The full terms of the release described in this paragraph are set forth in

1 Sections 2.8 and 2.9 of the Settlement Agreement and are specifically incorporated herein by this  
2 reference.

3 4. **Class Relief.** Each Class Member who received direct notice via email and who did  
4 not timely and validly request to be excluded from or object to the Settlement will receive one (1)  
5 Merchandise Certificate.

6 5. **Attorneys' Fees and Costs.** Class Counsel is awarded \$600,000 in fees and costs,  
7 which amount shall be reduced by the amount of any Claims Administrator Costs paid or payable  
8 by Nogin Commerce. Payment shall be made by Nogin Commerce pursuant to the timeline stated  
9 in Section 2.4 of the Settlement Agreement.

10 6. **Incentive Award.** Plaintiff Trisha Teperson is awarded \$2,500 total as an  
11 Individual Settlement Award. Payment shall be made by Nogin Commerce pursuant to the timeline  
12 stated in Section 2.3 of the Settlement Agreement.

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

18 8. **Court's Jurisdiction.** Pursuant to the Parties' request, the Court will retain  
19 jurisdiction over this action and the Parties to enforce the terms of the Settlement Agreement,  
20 including, but not limited to, Defendant's installment payments of Class Counsel's attorney fee  
21 award, pursuant to Section 2.4 of the Settlement Agreement.

22  
23 DATED: \_\_\_\_\_  
24 \_\_\_\_\_  
25 SUPERIOR COURT JUDGE  
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**EXHIBIT E**  
**[PROPOSED] FINAL JUDGMENT**

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

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

Plaintiff,

vs.

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.

**[PROPOSED] FINAL JUDGMENT**

The Court hereby issues its Final Judgment disposing of all claims based upon the Settlement Agreement entered between Trisha Teperson (“Plaintiff”) and Nogin, Inc. (“Nogin”), Justice Brand Holdings LLC, Bluestar Alliance LLC, B. Riley Securities, Inc., and B. Riley Principal Investments, LLC (collectively, the “Defendants”, provided that, from and after the Effective Date (as defined in the Plan) of the Plan, the defined term Defendants shall exclude Nogin)<sup>3</sup> and the Court’s Order Granting Final Approval of Class Settlement.

**IT IS ORDERED AND ADJUDGED THAT:**

<sup>3</sup> Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

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1. In the Order Granting Final Approval of Class Settlement, the Court granted final certification, for purposes of Settlement only, of a Class defined as: All persons who from April 1, 2021, to October 31, 2023, purchased at shopjustice.com one or more items, which was not returned by, or on behalf of, the purchaser, or otherwise and who also received direct notice of the settlement via email. Excluded from the Class is Nogin’s Counsel, Nogin’s officers and directors, and the judge presiding over the Action.

2. All persons who satisfy the Class definition above are “Class Members.” However, persons who timely submitted valid requests for exclusion are not Class Members. The list of excluded persons is attached hereto as Exhibit 1.

3. In the Order Granting Final Approval of Class Settlement, the Court found that notice of the Settlement Agreement and Release (“Settlement Agreement”) was provided to Class Members by email in compliance with Section 3.3 of the Settlement Agreement, California Rules of Court, rules 3.766 and 3.769(f), and due process.

4. Plaintiff Trisha Teperson is awarded \$2,500 total as an Individual Settlement Award.

5. Class Counsel (Lynch Carpenter, LLP) is awarded \$600,000 in attorneys’ fees and costs, which amount shall be reduced by the amount of any Claims Administrator Costs paid or payable by Nogin Commerce.

6. Each Class Member who either received notice via email and did not timely and validly request exclusion from the Settlement, shall receive one (1) Merchandise Certificate pursuant to Sections 2.1 and 2.2 of the Settlement Agreement, which is incorporated herein.

7. All Class Members who did not validly and timely request to be excluded from the Settlement, and each of their respective successors, assigns, legatees, heirs, and personal representatives, shall waive and forfeit, and be deemed to have fully, finally and forever released and discharged all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, of any nature whatsoever, known or unknown, in law or equity, fixed



1 or contingent, either common, constitutional, statutory, administrative, regulatory, or other of any  
2 jurisdiction, foreign or domestic, which they have or may have, arising out of or relating to any of  
3 the acts, omissions or other conduct that have or could have been alleged or otherwise referred to  
4 in the Complaint, or any preceding version thereof filed in the Action or in the Federal Court Action,  
5 including any and all claims related to the advertisement of reference prices by Nogin at  
6 shopjustice.com (including Unknown Claims) (collectively, “Class Released Claims”) against the  
7 Defendants, Nogin Commerce, and each of their affiliates, predecessors, successors and assigns,  
8 partners, privities, and any of their present and former directors, officers, members, managers,  
9 partners, employees, shareholders, agents, representatives, advisors (including but not limited to  
10 attorneys, accountants, consultants, and financial advisors) insurers, and all persons acting by,  
11 through, under or in concert with it, or any of them (collectively “Released Parties”). For the  
12 avoidance of doubt, this release extends to claims involving the use of fictitious reference prices on  
13 shopjustice.com from April 1, 2021 through October 31, 2023 (“Class Period”).

14 As used in this release, the term “Unknown Claims” means with respect to the Class  
15 Released Claims only, Plaintiff and the Class Members expressly waive and relinquish, to the  
16 fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California  
17 Civil Code, and any other similar provision under federal or state law, which provides:

18 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**  
19 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**  
20 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**  
21 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**  
22 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**  
23 **DEBTOR OR RELEASED PARTY.**

24 As part of the Settlement Agreement, Plaintiff and the Class Members state that they fully  
25 understand that the facts on which the Settlement Agreement is to be executed may be different  
26 from the facts now believed by Plaintiff and the Class Members and the Class Counsel to be true,  
27 and expressly accept and assume the risk of this possible difference in facts, and agree that the  
28 Settlement Agreement will remain effective despite any difference in facts. Further, Plaintiff and  
the Class Members agree that this waiver is an essential and material term of this release and the

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Settlement that underlies it, and that without such waiver the Settlement would not have been accepted.

8. All Class Members are bound by this Final Judgment, by the Order Granting Final Approval of Class Settlement, and by the terms of the Settlement Agreement.

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

NOW, THEREFORE, the Court, finding that no reason exists for delay, hereby directs the Clerk to enter this Final Judgment forthwith.

DATED: \_\_\_\_\_ SUPERIOR COURT JUDGE