

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

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

Plaintiff,

v.

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

Defendants.

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

**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.**

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, 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
EXCLUDE YOURSELF	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: January 31, 2025
OBJECT	You may file a written objection telling the Court why you object to (<i>i.e.</i> , 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: January 31, 2025
GO TO THE "FAIRNESS HEARING"	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. 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.	Hearing Date/Time: February 21, 2025 at 1:30 p.m.
DO NOTHING	If you received notice of this Settlement via email, it is because you made one or more Qualifying Purchase(s) during the Class Period: 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.*

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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 sjclassactionredemption@noticeadministrator.com and the U.S. postal (mailing) address is:

Teperson v. Nogin, Inc., Settlement
c/o Analytics Consulting LLC
PO Box 2010
Chanhassen MN 55317-2010

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, 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.

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 February 21, 2025 at 1:30 p.m. Pacific time, 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 www.sjclassactionredemption.com. *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 online, 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 www.sjclassactionredemption.com 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 **January 31, 2025** to the Claims Administrator at:

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c/o Analytics Consulting LLC
PO Box 2010
Chanhassen MN 55317-2010

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 addresses set forth below no later than (*i.e.*, postmarked by) **January 31, 2025**.

Claims Administrator

Teperson v. Nogin, Inc., Settlement
c/o Analytics Consulting LLC
PO Box 2010
Chanhassen MN 55317-2010

Nogin's Counsel

Michael Bassiri, Esq.
PO Box 5147
Orange CA 92863-5147

B. Riley Securities, Inc &
B Riley Principal Investments, LLC's Counsel

Chad Weaver, Esq.
Freeman Mathis & Gary, LLP
3030 Old Ranch Pkwy Ste 200
Seal Beach CA 90740-2713

Class Counsel

Todd D. Carpenter, Esq.
Lynch Carpenter, LLP
1234 Camino Del Mar
Del Mar, CA 92014

Bluestar's Counsel

Joseph Sutton, Esq.
240 Madison Ave 15th Fl
New York NY 10016

With a Copy to

Alan Forman, Esq.
209 Park Ave 21st Fl
New York NY 10171

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 **February 21, 2025, at 1:30 p.m.** Pacific Time, 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 Cynthia A. Freeland in Courtroom NC-27 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 www.sjclassactionredemption.com 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: www.sjclassactionredemption.com. Alternatively, you may contact the Claims Administrator at the email address sjclassactionredemption@noticeadministrator.com, or the U.S. postal (mailing) address:

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PO Box 2010
Chanhassen MN 55317-2010

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
c/o Analytics Consulting LLC
PO Box 2010
Chanhassen MN 55317-2010
Email: sjclassactionredemption@noticeadministrator.com

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

Dated: December 2, 2024

By: Order of the Superior Court of California
HONORABLE CYNTHIA A. FREELAND
SUPERIOR COURT JUDGE