

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FILED
Clerk of the Superior Court

FEB 21 2025

By: M. Garland

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

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

Plaintiff,

v.

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

Defendants.

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

[E-FILE]

CLASS ACTION

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS SETTLEMENT

1 On February 21, 2025, this Court heard plaintiff Trisha Teperson's motion for final approval of
2 the class action settlement. This Court reviewed: (a) the motion and the supporting papers, including
3 the Settlement Agreement and Release ("Settlement Agreement");¹ (b) any objections filed with or
4 presented to the Court; (c) the Parties' responses to any objections; and (d) counsels' arguments. Based
5 on this review and the findings below, the Court found good cause to grant the motion.

6 **FINDINGS:**

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

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

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

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

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

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

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

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

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

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

15 **IT IS ORDERED THAT:**

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

17 All persons who, from April 1, 2021 to October 31, 2023, purchased at
18 shopjustice.com one or more items, which item(s) was not returned by, or on behalf of, the
19 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

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

26 3. **Release.** Plaintiff and all Class Members who did not properly request exclusion are: (a)
27 deemed to have released and discharged the Defendants and Nogin Commerce from all claims arising out
28 of or asserted in this Action released under the Settlement Agreement; and (b) barred and permanently

1 enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these claims. The full
2 terms of the release described in this paragraph are set forth in Sections 2.8 and 2.9 of the Settlement
3 Agreement and are specifically incorporated herein by this reference.

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

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

11 6. **Incentive Award.** Plaintiff Trisha Teperson is awarded \$2,500 total as an Individual
12 Settlement Award. Payment shall be made by Nogin Commerce pursuant to the timeline stated in Section
13 2.3 of the Settlement Agreement.

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

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

22
23 Dated: February 21, 2025

Cynthia A. Freeland

SUPERIOR COURT JUDGE

CYNTHIA A. FREELAND