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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN BERNARDINO**

10  
11 LOUIS NORIEGA and THERESA MOORE,  
individually, on behalf of themselves and on behalf  
12 of all persons similarly situated,

13 Plaintiffs,

14 vs.

15 QVC, INC., a Corporation; and DOES 1 through  
16 50, inclusive,

17 Defendants.

**Case No. CIVSB2319032**

**DECLARATION OF LOUIS  
NORIEGA IN SUPPORT OF MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS SETTLEMENT**

Hearing Date:

Hearing Time:

Judge: Hon. David Cohn

Dept: S26

Date Filed: August 9, 2023

Trial Date: Not set

1 I, Louis Noriega, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the  
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary  
4 Approval of Class Settlement and in support of my application for a Class Representative  
5 Service Payment.  
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently  
8 testify under oath to these facts in court if requested to do so.

9 3. During the class period I worked as a Fulfillment Center Team Member for the  
10 Defendant QVC, ("QVC" or "Defendant") in California and during that time period I was  
11 classified by QVC as a non-exempt employee.  
12

13 4. I retained my attorneys who are experienced in both class action and PAGA  
14 representative action litigation and claims against employers for violations of the California  
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the  
16 Court. I am not aware of having any actual or potential conflicts of interest with another class  
17 member in this case nor am I aware of having any actual or potential conflicts of interest with  
18 Simpluris, the settlement administrator. I am not aware of any other pending matter or action  
19 asserting claims that will be extinguished or adversely affected by this settlement.  
20

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative  
22 because I felt that my legal rights as an employee and others like me were violated. For example,  
23 I was not paid for all the time I spent time working off the clock, which included waiting in line  
24 as directed by QVC employees, or traveling to and from QVC's timekeeping system.  
25 Additionally, I often did not receive compliant meal breaks and rest breaks, which were late,  
26 interrupted or missed entirely. I also did not receive all the meal and rest break premiums I was  
27

1 entitled to.

2 6. I spoke to my attorneys several times and discussed how QVC implemented its company  
3 policies and procedures. I also assisted my attorneys in their investigation into my claims by  
4 providing them documents and answering their questions. I reviewed the complaint before it  
5 was filed and after it was filed I was given access to an electronic file sharing program that  
6 alerted me via email when important documents were filed so that I could review them and keep  
7 up with the developments in the case which I understood was one of my duties as a class  
8 representative. I would also contact my attorneys from time to time if I had any questions about  
9 the case.  
10

11 7. Even though this action is in the process of settling, I was and remain prepared to  
12 perform all the duties of a class representative. I understand that as a class representative I have  
13 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class  
14 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the  
15 benefit of the class members and surrender any right to compromise the group action for an  
16 individual gain.  
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18 8. I understood that being a plaintiff/class representative in this case meant that I was  
19 seeking damages not only for myself but also other current and/or former non-exempt employees  
20 working for QVC in California who make up the class. I felt that these individuals were not  
21 aware of their labor law rights and even if they were they would probably be apprehensive about  
22 speaking up or even simply because of the time, effort and risk involved in filing a class action  
23 lawsuit.  
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25 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys  
26 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all  
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1 or part of the attorney fees and costs paid by QVC to defend this lawsuit. Also, I knew there was  
2 a risk that future employers, if they ever find out about this lawsuit, could hold it against me or  
3 downgrade me as a potential hire. As one of only two named Plaintiffs in this case it would not  
4 be difficult for a future employer to become aware that I sued my employer for labor law  
5 violations. Ultimately, I decided these risks were worth it and decided to fight for my rights and  
6 the rights of others regardless of the risks, time and effort I spent on this case.  
7

8 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up  
9 to date on important developments by reviewing court filings that were made available to me  
10 electronically as I described above.

11 11. A mediation took place on May 13, 2024 with David Rotman, a well-respected and  
12 experienced mediator of wage and hour class actions. After the mediation, the parties were able  
13 to reach an agreement to settle the action. I communicated with my attorneys regarding the terms  
14 of the settlement which was reached between the parties and understood that I was representing  
15 absent class members and therefore wanted the best possible result to be obtained for the class  
16 members and I believe a very positive result was in fact achieved via settlement. I reviewed and  
17 signed the Memorandum of Understanding on June 26, 2024 and when the final settlement  
18 papers were ready, I closely reviewed the Settlement Agreement which I signed on September  
19 27, 2024.  
20

21 12. I have been actively involved with this lawsuit performing the duties described above.  
22 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court  
23 filings, and spent a significant amount of time on the issues presented during the lawsuit and in  
24 the settlement process. I estimate that I spent approximately 30-40 hours working on this case  
25 up until this point. I believe I have been diligent and have done what is expected of a named  
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1 plaintiff and a proposed class representative to date and will continue to do so. I have and always  
2 will maintain the best interests of the class members.

3 13. My attorneys explained to me that the settlement process involves a two-step review by  
4 the Court to determine whether the settlement is fair before approving the settlement. I know  
5 this process also involves notifying all class members of the settlement terms and of their rights  
6 to make a claim for their settlement share, to opt out of the settlement or to object to the  
7 settlement.  
8

9 14. I believe I did the right thing by filing this case on behalf of the class members who,  
10 subject to court approval, are in line to receive monetary payments as a result of this case and  
11 settlement. This is money they may never have ever gotten if I did not pursue this action on their  
12 behalf. I feel significant personal satisfaction to know that I played a role in the class members  
13 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that  
14 the requested Class Representative Service Payment of \$10,000 from the settlement is fair  
15 compensation for the work I performed and the risks I undertook.  
16

17 15. As part of the settlement it was necessary for me to sign a general release of all claims I  
18 may have against QVC. I believe the Class Representative Service Payment I have requested  
19 provides me with some compensation for this agreed release.  
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21 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing  
22 my employer, the exposure to being responsible for paying Defendant's costs in the event we did  
23 not win the case, the reputational risk that future employers may hold this lawsuit against me, the  
24 general release and in light of the size of the settlement, I believe the request for \$10,000 as a  
25 Class Representative service payment is fair and reasonable.  
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27 I declare under penalty of perjury under the laws of the State of California that the

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foregoing is true and correct.

Executed on 09/30/2024, at Riverside, CA.  
(city, state)

  
Louis Noriega (Sep 30, 2024 12:10 PDT)  
Louis Noriega