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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

LOUIS NORIEGA and THERESA MOORE,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

vs.

QVC, INC., a corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. CIVSB2311549

NOTICE OF ENTRY OF JUDGMENT

Judge: Hon. Christian Towns
Dept.: S-26

Action Filed: August 9, 2023
Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on May 28, 2025, the Court entered the Final
3 Approval Order and Judgment in the above-entitled action. A true and correct copy of the Final
4 Approval Order and Judgment is attached hereto as Exhibit #1.

5 Respectfully submitted,

6
7 Dated: May 30, 2025

BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP

8 By: /s/ Kyle Nordrehaug

9 Kyle R. Nordrehaug
10 Attorneys for Plaintiffs

1 **PROOF OF SERVICE**

2 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I
3 am over the age of 18 and not a party to the within action. My business address is 2255
4 Calle Clara, La Jolla, California, 92037.

5 On May 30, 2025, I served the document(s) described as:

6 **1. NOTICE OF ENTRY OF JUDGMENT**

7 X (ELECTRONIC/E-MAIL): Pursuant to CCP §1010.6, I provided the documents
8 referenced above electronically via electronic mail (e-mail) to counsel for
9 Defendant at the following e-mail address(es):

10 SEYFARTH SHAW LLP Attorney For Defendant QVC, INC.

11 Timothy L. Hix (SBN 184372)

12 601 South Figueroa Street, Suite 3300

13 Los Angeles, California 90017

14 T: (213) 270-9600; F: (213) 270-9601

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20 SEYFARTH SHAW LLP

21 Francesca L. Hunter (SBN 327571)

22 2029 Century Park East, Suite 3500

23 Los Angeles, California 90067-3021

24 T: (310) 277-7200; F: (310) 201-5219

25 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the
26 Labor Workforce Development Agency via online process at the PAGA Filing website in
27 accordance with the procedure imposed by the LWDA.

28 I declare under penalty of perjury under the laws of the State of California that the above is
true and correct. Executed on May 30, 2025, at San Diego, California.

/s/ Kyle Nordrehaug

Kyle Nordrehaug

EXHIBIT #1

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAY 28 2025

BY 
VALERIE URUENA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

LOUIS NORIEGA and THERESA MOORE,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

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

Defendants.

CASE NO.: CIVSB2319032

~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT

Date: May 28, 2025
Hearing Time: 8:30 a.m.
Dept: 26

Date Filed: August 9, 2023
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Louis Noriega and Theresa Moore (“Plaintiffs”) for an
2 order finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendant QVC, Inc. (“Defendant”), attorneys’ fees and costs, service payments, and the expenses
4 of the Administrator duly came on for hearing on May 28, 2025 before the Honorable Jessica
5 Morgan.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of San Bernardino, and over all
13 Parties to this litigation, including the Class.

14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Five Hundred
16 Thousand Dollars (\$1,500,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.

18 4. The Court further finds that the Settlement was the result of arm’s length negotiations
19 conducted after Class Counsel had adequately investigated the claims and became familiar with the
20 strengths and weaknesses of those claims. In particular, the amount of the Settlement, and the
21 assistance of an experienced mediator in the settlement process, among other factors, support the
22 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

24 5. On December 17, 2024, the Court granted preliminary approval of the Settlement. At
25 the same time, the Court approved conditional certification of the Class for settlement purposes
26 only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
4 about March 6, 2025. Mailing of the Class Notice to Class Members' last-known addresses was the
5 best notice practicable under the circumstances and was reasonably calculated to communicate
6 actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to
7 the Class Members fully and accurately informed the Class Members of all material elements of the
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully
10 with the laws of the State of California, the United States Constitution, due process and other
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided Class
12 Members adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out or submitting written objections to the
14 Settlement was May 5, 2025, which for re-mailings was extended by fourteen (14) days. There was
15 an adequate interval between notice and the deadline to permit Class Members to choose what to do
16 and to act on their decision. A full and fair opportunity has been afforded to the Class Members to
17 participate in this hearing, and all Class Members and other persons wishing to be heard have had a
18 full and fair opportunity to be heard. Class Members also have had a full and fair opportunity to
19 exclude themselves from the proposed Settlement and Class. Accordingly, the Court determines
20 that all Class Members who did not timely and properly submit a request for exclusion are bound by
21 the Settlement and this Final Approval Order and Judgment.

22 **Fairness of the Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48
24 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before David Rotman, a respected and experienced mediator of
27
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1 wage and hour class actions. There has been no collusion between the Parties in reaching the
2 Settlement.

3 b. Plaintiffs' and their counsel's investigation and discovery have been
4 sufficient to allow the Court and counsel to act intelligently.

5 c. Counsel for all Parties are experienced in similar employment class action
6 litigation. Plaintiffs' counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. Of 1,929
8 Class Members who received the Class Notice, zero objected to the Settlement. Only one request
9 for exclusion was received.

10 e. The participation rate was high. 1,928 Class Members will be mailed a
11 settlement payment, representing 99.9% of the overall Class.

12 9. The consideration to be given to the Class Members under the terms of the
13 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
14 asserted in this action and is fair, reasonable, and adequate compensation for the release of Class
15 Members' claims, given the uncertainties and significant risks of the litigation and the delays which
16 would ensue from continued prosecution of the action.

17 10. The Agreement is approved as fair, adequate, and reasonable and in the best interests
18 of the Class Members.

19 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

20 11. An award of \$500,000.00 for attorneys' fees, representing one-third of the Gross
21 Settlement Amount, and \$30,043.56 for litigation costs and expenses, is reasonable, in light of the
22 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
23 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
24 and billing statement.

25 **Class Representative Service Payments**

26 12. The Agreement provides for Class Representative Service Payments of not more than
27 \$10,000 each to Plaintiffs, subject to the Court's approval. The Court finds that a Class
28

1 Representative Service Payment in the amount of \$10,000.00 to each Plaintiff is reasonable in light
2 of the risks and burdens undertaken by Plaintiffs in this litigation, for their time and effort in
3 bringing and prosecuting this matter on behalf of the Class, and for their execution of a general
4 release.

5 **Administration Expenses Payment**

6 13. The Administrator shall calculate and administer the payment to be made to the Class
7 Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class
8 Representative Service Payments to Plaintiffs, issue all required tax reporting forms, calculate
9 withholdings and perform the other remaining duties set forth in the Agreement. The Administrator
10 has documented \$18,000.00 in fees and expenses, and this amount is reasonable considering the
11 work performed by the Administrator.

12 **PAGA Penalties**

13 14. The Agreement provides for PAGA Penalties of \$100,000 out of the Gross
14 Settlement Amount, \$75,000 of which shall be allocated to the Labor & Workforce Development
15 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
16 Agreement pursuant to the PAGA and \$25,000 to be distributed to the Aggrieved Employees. The
17 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
18 Aggrieved Employees' 25% share of PAGA Penalties (\$25,000) by the total number of PAGA Pay
19 Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result
20 by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved Employees" are all individuals
21 who are or previously were employed by Defendant who were classified as non-exempt in the State
22 of California at any time during the PAGA Period (March 15, 2022 to August 22, 2024). Pursuant
23 to Labor Code section 2699, subdivision (l)(2), the LWDA was provided notice of the Agreement
24 and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA
25 Penalties to be reasonable.

1 II.

2 **ORDERS**

3 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

4 15. The Class is certified for the purposes of settlement only. The Class is defined as
5 follows:

6 All individuals who are or previously were employed by Defendant in California who
7 were classified as non-exempt in the State of California at any time during the Class
8 Period

9 The "Class Period" is December 24, 2021 to August 22, 2024.

10 16. All persons who meet the foregoing definition are members of the Class, except for
11 those individuals who filed a valid request for exclusion ("opt out") from the Class. Three
12 individuals – Fidelina Zamora, Natalie Star Diaz, and Leslie Richardson – submitted a timely and
13 valid request for exclusion. These individuals therefore are excluded from the Class and are not
14 bound by the Settlement Agreement or this Order and Judgment, except as to the release of claims
15 under PAGA.

16 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
17 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
18 the amounts necessary to fully pay Defendant's share of payroll taxes in accordance with the
19 Agreement, by transmitting the funds to the Administrator no later than 14 days after the Effective
20 Date.

21 18. Class Counsel are awarded attorneys' fees in the amount of \$500,000.00 and costs in
22 the amount of \$30,043.56. Class Counsel shall not seek or obtain any other compensation or
23 reimbursement from Defendant, Plaintiffs or members of the Class.

24 19. The payment of Class Representative Service Payments in the amount of \$10,000.00
25 to each Plaintiff is approved.

26 20. The payment of \$18,000.00 to the Administrator for its fees and expenses is
27 approved.
28

FINAL APPROVAL ORDER AND JUDGMENT

1 21. The PAGA Penalties of \$100,000 are approved and are to be distributed in
2 accordance with the Agreement.

3 22. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall submit a
4 copy of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

5 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
6 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
7 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
8 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
9 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is,
10 may be construed as, or may be used as an admission by or against Defendant of any fault,
11 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
12 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
13 evidence of, an admission, or concession with regard to the denials or defenses by Defendant.
14 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this
15 Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the
16 Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
17 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
18 Claims and/or Released PAGA Claims.

19 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
20 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
21 and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the
22 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to
23 individual Class Members.

24 25. If the Agreement does not become final and effective in accordance with the terms of
25 the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection
26 herewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their
27 respective positions as of before entering into the Agreement, and expressly reserve their respective
28

FINAL APPROVAL ORDER AND JUDGMENT

1 rights regarding the prosecution and defense of this Action, including all available defenses and
2 affirmative defenses, and arguments that any claim in the Action could not be certified as a class
3 action and/or managed as a representative action.

4 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

5 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
6 Plaintiffs, and all members of the Class, shall take nothing in the Action.

7 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
8 provided in the Agreement and in this Final Approval Order and Judgment.

9 28. Effective on the date when Defendant fully funds the Gross Settlement Amount,
10 Plaintiffs, Participating Class Members, Aggrieved Employees, and the LWDA will release claims
11 against all Released Parties as follows:

12 (a) All Participating Class Members, on behalf of themselves and their respective
13 former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
14 release Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties,
15 premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of
16 whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory
17 under federal or state law that were alleged, or reasonably could have been alleged, based on the
18 facts stated in the Operative Complaint which occurred during the Class Period (the "Released Class
19 Claims"). The Released Class Claims are claims based on the facts stated in the Operative
20 Complaint or claims that reasonably could have been alleged based on the facts stated in the
21 Operative Complaint and include but are not limited to all claims for rounding; failure to reimburse
22 business expenses; failure to appropriately pay for all nonproductive time, rest, or recovery periods
23 including failure to pay such time at the appropriate rate; failure to keep all accurate and required
24 time and payroll records; failure to pay vested vacation and/or holiday pay and/or personal time off,
25 including failure to pay such wages at the appropriate final rate of pay and failure to pay such wages
26 timely; failure to produce payroll and/or personnel records; failure to provide suitable seating and/or
27 resting facilities; failure to issue accurate wage statements; failure to provide meal periods,

1 including without limitation missed, late, interrupted, and short meal periods, and failure to
2 accurately record meal periods (including through rounding); failure to pay meal period premiums,
3 including but not limited to failure to pay such premiums at the regular rate; failure to authorize and
4 permit rest periods, including without limitation missed, late, interrupted, and short rest periods;
5 failure to pay rest period premiums including failure to pay such premiums at the regular rate of pay;
6 failure to pay minimum wage, including but not limited to failure to pay minimum wage for time
7 spent performing off-the-clock work regarding pre- or post-shift work, health and/or other security
8 screenings including screenings for COVID-19, off-the-clock work during meal periods, time spent
9 in orientation or engaged in other administrative work, time spent traversing Defendant's property,
10 and/or responding to work-related communications; failure to pay overtime, including failure to pay
11 double-time, and failure to properly calculate and pay employees overtime and double-time at their
12 regular rate of pay; failure to pay reporting time pay, including failure to pay reporting time pay at
13 the appropriate regular rate of pay; claims regarding sick leave and supplemental sick leave ("sick
14 leave"), including failure to provide sick leave, failure to provide notice of sick leave rights, use
15 and/or balance, and failure to pay sick leave at the appropriate rate of pay; failure to timely pay
16 wages during employment; failure to timely pay wages at separation; requiring Participating Class
17 Members to agree to unlawful conditions of employment, including non-compete, non-disclosure,
18 non-solicitation agreements and/or unlawful PAGA waivers; unlawful inquiries into criminal or
19 financial background checks; unlawful deductions; violation of California's Day of Rest Law (i.e.,
20 failure to provide one day's rest in seven); unfair and/or unlawful business practices; and willful
21 refusal to pay wages. The Released Class Claims shall include all claims that were or reasonably
22 could have been alleged based on the facts of the Operative Complaint under the California Labor
23 Code, wage orders, and applicable regulations, regardless of theory of recovery, including claims for
24 violations of Labor Code sections 201, 202, 203, 204, 210, 212, 216, 218, 218.5, 221, 226, 226.2,
25 226.7, 227.3, 233, 234, 245-248.5, 248.6, 256, 510, 512, 551, 552, 558, 558.1, 1024.5, 1174, 1174.5,
26 1194, 1197, 1197.1, 1198, 1198.5, 1199, and 2802, as well as under Business & Professions Code
27 section 17200 et seq., California Code of Regulations, title 8, section 11040, Civil Code 1786 et
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FINAL APPROVAL ORDER AND JUDGMENT

1 seq., and 15 U.S.C. 1681. The Released Class Claims also specifically include all PAGA Released
2 Claims defined herein below in paragraph 28(b). Except as expressly set forth in this Agreement,
3 Participating Class Members do not release any other claims, including claims for vested benefits,
4 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
5 disability, social security, workers' compensation, or claims based on facts occurring outside the
6 Class Period.

7 (b) All Aggrieved Employees, including but not limited to Plaintiffs, and the
8 LWDA are deemed to release, on behalf of themselves and their respective former and present
9 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties
10 from any and all PAGA claims or causes of action of whatever kind or nature which occurred during
11 the PAGA Period that were or reasonably could have been brought based on the facts alleged in the
12 Operative Complaint regardless of theory of recovery (the "Released PAGA Claims"). The Released
13 PAGA Claims include but are not limited to any alleged violations of or relief under California
14 Labor Code as outlined in paragraph 28(a) above including failure to pay wages at the place of
15 discharge or at another appropriate location pursuant to Labor Code section 208; failure to provide a
16 safe and healthful workplace, including by properly notifying employees of an exposure to COVID-
17 19; failure to provide written commission agreements; unlawful agreements (including agreements
18 regarding confidentiality, forum selection, choice of law, non-compete, non-disclosure, non-
19 solicitation, release/waiver, PAGA waivers); unlawful inquiries into criminal and/or financial
20 histories; and claims for violation of California Labor Code Sections 208, 210, 212, 216, 222, 223,
21 225.5, 226.2, 226.3, 226.6, 432, 432.5, 432.7, 553, 1024.5, 2350, 2751, 2810.5, 6400-6404, 6406-
22 6407, 6409.6, 6409.6, and 6432, and California Code of Regulations, title 8, sections 11040, 1527,
23 3366, 3457, and 8397.4. The Released PAGA Claims do not include other PAGA claims,
24 underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment
25 insurance, disability and worker's compensation, and claims outside of the PAGA Period.

1 (c) Plaintiffs and their respective former and present spouses, representatives,
2 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
3 Released Parties from all claims, transactions, or occurrences, as fully set forth in the Agreement.

4 (d) As used herein, "Released Parties" means: Defendant and its present and
5 former affiliates including without limitation Qurate Retail Group, Inc. and all of their officers,
6 directors, employees, agents, servants, registered representatives, attorneys, insurers, successors, and
7 assigns, and any other person(s) acting by, through, under, or in concert with any of them.

8 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
9 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
10 Administrator shall transmit the funds represented by such checks to the California Controller's
11 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
12 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

13 30. The Court hereby enters judgment in the entire Action as of the filing date of this
14 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality
15 of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction over the
16 interpretation, implementation, and enforcement of the Settlement and all orders entered in
17 connection therewith pursuant to California Code of Civil Procedure section 664.6.

18 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

19
20 Dated: 5/28/2025

21  Christian Towns
22 ~~HON. JESSICA MORGAN~~
23 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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FINAL APPROVAL ORDER AND JUDGMENT