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15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF SAN BERNARDINO

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

21 Plaintiffs,

22 vs.

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

25 Defendants.

CASE NO.: CIVSB2309032

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: December 13, 2024

Hearing Time: 8:30 a.m.

Judge: Hon. Jessica Morgan

Dept: 26

Date Filed: August 9, 2023

Trial Date: Not set

1 This matter came before the Honorable Jessica Morgan of the Superior Court of the State of
2 California, in and for the County San Bernardino, on December 13, 2024, for hearing on the
3 unopposed motion by Plaintiffs Louis Noriega and Theresa Moore (“Plaintiffs”) for preliminary
4 approval of the Settlement with Defendant QVC, Inc. (“Defendant”). The Court, having considered
5 the briefs, argument of counsel and all matters presented to the Court and good cause appearing,
6 hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA
7 Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
10 (“Agreement”) attached as Exhibit #1 to the Declaration of Sepideh Ardestani in Support of
11 Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based
12 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
13 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
14 Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all terms
16 defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. The Gross Settlement Amount that Defendant shall pay is One Million Five Hundred
18 Thousand Dollars (\$1,500,000). It appears to the Court on a preliminary basis that the settlement
19 amount and terms are fair, adequate, and reasonable as to all potential Class Members when
20 balanced against the probable outcome of further litigation and the significant risks relating to
21 certification, liability, and damages issues. It further appears that investigation and research have
22 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
23 positions. It further appears to the Court that the Settlement will avoid substantial additional costs
24 by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
25 of the Action. It further appears that the Settlement has been reached as the result of serious and
26 non-collusive, arms-length negotiations.

1 4. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The
3 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
4 preliminarily finds that the monetary settlement awards made available to the Class is fair, adequate,
5 and reasonable when balanced against the probable outcome of further litigation and the significant
6 risks relating to certification, liability, and damages issues.

7 5. The Agreement provides for an attorneys' fees award not to exceed one-third of the
8 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$33,000, and
9 proposed a Class Representative Service Payment to Plaintiffs in an amount not to exceed \$10,000
10 each. The Court will not approve the amounts of attorneys' fees and costs, nor the amount of any
11 service award, until the Final Approval Hearing. Plaintiffs will be required to present evidence
12 supporting these requests, including lodestar, prior to final approval.

13 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
14 representative treatment and certification of a class for settlement purposes only. This stipulation
15 will not be deemed admissible in this or any other proceeding should this Settlement not become
16 final. For settlement purposes only, the Court conditionally certifies the Class which consists of "all
17 individuals who are or previously were employed by Defendant in California who were classified as
18 non-exempt in the State of California at any time during the Class Period." The "Class Period" is
19 December 24, 2021 to August 22, 2024.

20 7. The Court concludes that, for settlement purposes only, the Class meets the
21 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
22 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
23 (b) common questions of law and fact predominate, and there is a well-defined community of
24 interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the
25 claims of Plaintiff are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and
26 adequately protect the interests of the members of the Class; (e) a class action is superior to other
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1 available methods for the efficient adjudication of this controversy; and (f) counsel for the Class is
2 qualified to act as counsel for the Class and Plaintiffs are adequate representatives of the Class.

3 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
4 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
5 of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Zachary Crosner, Jamie Serb, and Sepideh
6 Ardestani of Crosner Legal, PC as Class Counsel for the Class.

7 9. The Agreement provides for \$100,000 PAGA Penalties out of the Gross Settlement
8 Amount, of which \$75,000 shall be allocated to the Labor & Workforce Development Agency
9 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this Agreement
10 pursuant to the PAGA and \$25,000 to the Aggrieved Employees. “Aggrieved Employees” are all
11 individuals who are or previously were employed by Defendant who were classified as non-exempt
12 in the State of California at any time during the PAGA Period (March 15, 2022 to August 22, 2024).
13 Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be provided notice of the
14 Agreement and these settlement terms. The Court finds the PAGA Penalties to be reasonable.

15 10. The Court hereby approves, as to form and content, the Class Notice attached to the
16 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
17 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right to
18 be excluded from the Class by submitting a written opt-out request, and of each member’s right and
19 opportunity to object to the Settlement. The Court further finds that the distribution of the Class
20 Notice substantially in the manner and form set forth in the Agreement and this Order meets the
21 requirements of due process, is the best notice practicable under the circumstances, and shall
22 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
23 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
24 Notice Packet is returned because of an incorrect address, the Administrator will promptly search for
25 a more current address for the Class Member and re-mail the Class Notice Packet to any new
26 address for the Class Member no later than seven (7) days after the receipt of the undelivered Class
27 Notice.

1 11. The Court hereby appoints Simpluris as the Administrator. No later than forty-five
2 (45) days after this Order, Defendant will provide the Class Data to the Administrator. The
3 Administrator will perform address updates and verifications as necessary prior to the first mailing.
4 Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) days after
5 receiving the Class Data, the Administrator will mail the Class Notice Packet to all Class Members
6 via first-class regular U.S. Mail to their last known address.

7 12. The Court hereby preliminarily approves the proposed procedure for exclusion from
8 the Settlement. Any Class Member may individually choose to opt out of and be excluded from the
9 Class as provided in the Class Notice by following the instructions for requesting exclusion from the
10 Class that are set forth in the Class Notice. All requests for exclusion must be postmarked or
11 received no later than sixty (60) calendar days after the date of the mailing of the Class Notice
12 (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response Deadline for requests
13 for exclusion will be extended an additional fourteen (14) days. A Request for Exclusion may also
14 be faxed or emailed to the Administrator as indicated in the Class Notice. Any such person who
15 chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the
16 Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal,
17 or comment thereon. Class Members who have not requested exclusion shall be bound by all
18 determinations of the Court, the Agreement, and the Judgment. A request for exclusion may only
19 opt out that particular individual, and any attempt to affect an opt out of a group, class, or subclass
20 of individuals is not permitted and will be deemed invalid.

21 13. Any Class Member who has not opted out may appear at the final approval hearing
22 and may object or express the Member’s views regarding the Settlement and may present evidence
23 and file briefs or other papers that may be proper and relevant to the issues to be heard and
24 determined by the Court as provided in the Class Notice. Class Members will have until the
25 Response Deadline to submit their written objections to the Administrator. Written objections may
26 also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class Notice
27 Packet is re-mailed, the Response Deadline for written objections will be extended an additional
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1 fourteen (14) days. Alternatively, Class Members may appear at the Final Approval Hearing to
2 make an oral objection.

3 14. A final approval hearing shall be held before this Court on May 28, 2025 at 8:30 a.m.
4 in Department 26 at the San Bernardino County Superior Court to hear the motion for final approval
5 and for attorneys' fees and costs, and to determine all necessary matters concerning the Settlement,
6 including: whether the proposed settlement of the Action on the terms and conditions provided for
7 in the Agreement is fair, adequate and reasonable and should be finally approved by the Court;
8 whether the Final Approval Order and Judgment should be entered herein; whether the plan of
9 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the
10 Class Members; and to finally approve attorneys' fees and costs, service award, and the fees and
11 expenses of the Administrator. All papers in support of the motion for final approval shall be filed
12 with the Court and served on all counsel no later than sixteen (16) court days before the hearing and
13 the motion shall be heard at this final approval hearing.

14 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
15 shall be construed as a concession or admission by Defendant in any way that the claims asserted
16 have any merit or that this Action was properly brought as a class or representative action, and shall
17 not be used as evidence of, or used against Defendant as, an admission or indication in any way,
18 including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or
19 with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is
20 finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or
21 conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be
22 construed as, offered or admitted in evidence as, received as or deemed to be evidence for any
23 purpose adverse to the Defendant, including, but not limited to, evidence of a presumption,
24 concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission,
25 concession or damage.

26 16. In the event the Settlement does not become effective in accordance with the terms of
27 the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
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1 become effective for any reason, this Order shall be rendered null and void and shall be vacated, and
2 the Parties shall revert to their respective positions as of before entering into the Agreement, and
3 expressly reserve their respective rights regarding the prosecution and defense of this Action,
4 including all available defenses and affirmative defenses, and arguments that any claim in the
5 Action could not be certified as a class action and/or managed as a representative action. In such an
6 event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred
7 to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the
8 Agreement with respect to the effect of the Agreement if it is not approved.

9 17. The Court reserves the right to adjourn or continue the date of the final approval
10 hearing and all dates provided for in the Agreement without further notice to Class Members and
11 retains jurisdiction to consider all further applications arising out of or connected with the proposed
12 Settlement.

13 **IT IS SO ORDERED.**

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15 Dated: _____

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17 HON. JESSICA MORGAN
18 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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