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**FILED**  
Clerk of the Superior Court

SEP - 9 2022

By: T. Abas

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

LAURIE GORE and CYNTHIA TATE,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

vs.

POTPOURRI GROUP, INC., a Delaware  
corporation; CLARUS COMMERCE LLC,  
a Connecticut limited liability company;  
and DOES 2-50, inclusive,

Defendants.

CASE NO. 37-2020-00019745-CU-BT-CTL

CLASS ACTION *h.g.*

**[PROPOSED] ORDER GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND PROVIDING FOR  
NOTICE**

[IMAGED FILE]

1 Pending before the Court is the Motion for Preliminary Approval of Class Action Settlement  
2 (“Motion”) relating to the Settlement Agreement (“Settlement”) between plaintiff Laurie Gore  
3 (“Plaintiff”) and defendant Potpourri Group, Inc. (“Defendant”). Having read and considered the  
4 moving papers, including the Settlement Agreement, and finding good cause, the Court finds and  
5 orders as follows:

6 1. Based upon the Court’s review of the Settlement Agreement, the Memorandum of  
7 Points and Authorities in Support of the Motion, the discussion at the hearing conducted on August  
8 19, 2022, and the entire record, the Motion for Preliminary Approval of Class Action Settlement is  
9 GRANTED.

10 2. The Court hereby conditionally certifies the following class (“Class”) for settlement  
11 purposes only: “All California residents who, between June 10, 2016 and February 15, 2022, were  
12 both (i) enrolled in any PGI VIP membership program and (ii) charged at least one membership fee  
13 for such program. Excluded from the Class are all employees of Defendant, all employees of  
14 Plaintiff’s counsel, and the judicial officers to whom this case is assigned.” For this purpose, the  
15 term “PGI VIP membership program” consists of VIP programs relating to the following brands:  
16 Cuddledown, NorthStyle, The Pyramid Collection, Serengeti, In The Company Of Dogs,  
17 Magellan’s, Catalog Favorites, Young Explorers, Back In The Saddle, Whatever Works, Country  
18 Store, Potpourri, Expressions, Nature’s Jewelry, The Stitchery, SageFinds, TravelSmith, and  
19 Chadwicks. The Court grants leave for Plaintiff to file a Second Amended Complaint, setting forth  
20 the foregoing definition of the Class.

21 3. The Court appoints Dostart Hannink LLP as Class Counsel. The Court appoints  
22 plaintiff Laurie Gore as the Class Representative. The Court designates CPT Group, Inc. as the  
23 Settlement Administrator.

24 4. The Court preliminarily approves the Settlement,<sup>1</sup> including the monetary relief,  
25 injunctive relief, procedure for payment of Class Counsel’s attorneys’ fees and litigation expenses  
26

27 <sup>1</sup> The definitions of capitalized terms in this Order are the same as the definitions of those terms in  
28 the Settlement Agreement.

1 to the extent ultimately awarded by the Court, and procedure for payment of any service awards to  
2 the extent ultimately awarded by the Court. The Court has reviewed the monetary relief and the  
3 injunctive relief that are provided as part of the Settlement and recognizes the value to the Class. It  
4 appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable as  
5 to all potential Class Members when balanced against the cost and uncertainty associated with  
6 further litigation. It further appears that settlement of the Action at this time will avoid substantial  
7 additional costs by all Parties, as well as the delay and risks that would be presented by the further  
8 prosecution of the Action. It also appears that the Settlement has been reached as a result of  
9 intensive, serious, and non-collusive arm's-length negotiations.

10           5.       The Court approves the emailed Summary Class Notice (Exhibit A to the Settlement  
11 Agreement), the mailed Summary Class Notice (Exhibit B to the Settlement Agreement), the Long  
12 Form Notice (Exhibit C to the Settlement Agreement), and the paper Claim Form (Exhibit D to the  
13 Settlement Agreement). The notice procedure described in the Settlement Agreement meets the  
14 requirements of Rule 3.766(d) of the California Rules of Court and due process, and constitutes the  
15 best practicable notice under the circumstances. The Settlement Administrator is directed to  
16 disseminate the Summary Class Notice to Class Members via email (or, if no email address is  
17 available, then via U.S. Mail) no later than thirty-five (35) days following notice of entry of this  
18 order. The date on which the Summary Class Notice is emailed or mailed is the "Notice Date." The  
19 Parties are authorized to direct the Settlement Administrator to undertake additional steps to  
20 disseminate the Summary Class Notice. The Settlement Administrator is directed to take all steps  
21 necessary to establish a settlement website and dedicated toll free number, and to post the Long  
22 Form Notice on the website by the Notice Date.

23           6.       In order to receive a share of the Settlement Amount, Class Members must file a  
24 timely Claim, either electronically via the Settlement Website or via a paper Claim Form, and that  
25 Claim must be validated by the Settlement Administrator. Completed Claims that are timely  
26 submitted electronically through the Settlement Website by individuals to whom the emailed or  
27 mailed Summary Class Notice was sent will be deemed valid. Completed Claims that are submitted  
28 in the form of a paper Claim Form will be deemed valid if the claimant's name and the claimant's



1 mailing address and/or email address match information in the Class List. To be timely, the Claim  
2 must be returned to the Settlement Administrator no later than the Claim/Exclusion/Objection  
3 Deadline. If the Claim is returned via the Settlement Website, the date of return will be the date of  
4 submission through the Settlement Website. If the Claim is returned by U.S. Mail, the date of return  
5 will be the date of postmark. If the Claim is returned by personal delivery or email, the date of return  
6 will be the date the Claim is received by the Settlement Administrator. The Parties may jointly direct  
7 the Settlement Administrator to treat as timely a Claim received by the Settlement Administrator  
8 after the Claim/Objection/Exclusion Deadline and before the Final Approval Hearing.

9         7. If the Settlement Administrator disallows a Claim based on a deficiency that can be  
10 cured (such as the failure to sign the Claim Form), the Settlement Administrator has the discretion  
11 to either waive the deficiency or notify the claimant of the reason for the disallowance and invite  
12 the claimant to cure the deficiency. The Settlement Administrator also will consider any additional  
13 information or corrective action by the claimant submitted within twenty-one (21) days after the  
14 mailing of the notice of deficiency.

15         8. As set forth in the Settlement Agreement, any individual who wishes to exclude  
16 himself or herself from the Settlement Class shall mail, email, or deliver to the Settlement  
17 Administrator a written request for exclusion no later than forty-five (45) days following the Notice  
18 Date. Class Members who do not timely request exclusion shall be bound by the provisions of the  
19 Settlement Agreement and all orders or judgments that may be entered by the Court.

20         9. Class Members may object to the Settlement in writing. To object to the Settlement,  
21 a Class Member must file a written objection with the Court and serve copies of the objection on  
22 Class Counsel, Defendant's counsel, and the Settlement Administrator, no later than forty-five (45)  
23 days following the Notice Date. The written objection must set forth the name of the lawsuit (*Gore*  
24 *v. Potpourri Group, Inc.*, Case No. 37-2020-00019745-CU-BT-CTL), the Class Member's name,  
25 address, and telephone number, and the following statement: "I declare under penalty of perjury  
26 that, to the best of my knowledge, between June 10, 2016 and February 15, 2022, I was enrolled in  
27 a PGI VIP program and was charged a membership fee for such program, and I wish to object to the  
28 Settlement." The written objection must also state the factual and legal basis for the objection; the

1 name and contact information of any and all attorneys representing, advising, or in any way assisting  
2 the objector in connection with the preparation or submission of the objection or who may profit  
3 from the pursuit of the objection; and a statement indicating whether the objector intends to appear  
4 at the Final Approval Hearing. Any documents that the objecting Class Member wishes for the Court  
5 to consider must also be attached to the objection. Any written objection must be filed with the  
6 Court and served by mail as follows: (1) to the Settlement Administrator, at CPT Group, 50  
7 Corporate Park, Irvine, California 92606; (2) to Defendant's counsel, Christine M. Reilly, Manatt,  
8 Phelps & Phillips, LLP, 2049 Century Park East, Suite 1700, Los Angeles, California 90067; and  
9 (3) to Class Counsel, Zach P. Dostart, Dostart Hannink LLP, 4225 Executive Square, Suite 600,  
10 La Jolla, California 92037.

11 10. Plaintiff shall file her motion for final approval, and Class Counsel shall file its  
12 motion for attorneys' fees, litigation expenses, and for any service award to the Class Representative  
13 and/or to other Class Members who assisted Class Counsel, by the date specified below. The motion  
14 for final approval shall identify a proposed *cy pres* recipient for any excess funds, consistent with  
15 Section IV.B. of the Settlement Agreement and with Code of Civil Procedure section 384.

16 11. A Final Approval Hearing shall be held by this Court, located at 330 West Broadway,  
17 San Diego, California 92101, Department 71, on Jan. 6, 2023, at 9:30 a.m., at  
18 which time the Court will determine whether the Settlement should be granted final approval. At  
19 that time, the Court will also consider Class Counsel's motion for attorneys' fees, litigation  
20 expenses, and any proposed service awards. The Parties, Class Members, and any other interested  
21 parties should consult this Action's Register of Actions and the Superior Court's General Orders  
22 and website for information about whether that hearing will proceed in person and/or by remote  
23 means.

24 12. If the Settlement is not finally approved by the Court, (i) the conditional certification  
25 of the Class shall be withdrawn, (ii) the Second Amended Complaint and any Answer thereto shall  
26 be stricken or withdrawn; and (iii) the Settlement Administrator will, after deducting any settlement  
27 administration expenses incurred as of that date, return any Settlement funds in its possession to  
28 Defendant.



1           13.     The Court reserves the right to adjourn or continue the date of the Final Approval  
2 Hearing and all dates provided for in the Settlement without further emailed or mailed notice to the  
3 Class Members, and retains jurisdiction to consider all further matters arising out of or connected  
4 with the proposed Settlement.

5           14.     In accordance with the terms of the Settlement, the Court hereby adopts the following  
6 dates for performance of the specified activities leading to the Final Approval Hearing:

<b>Proposed Deadline</b>	<b>Event</b>
7 days after notice of entry of this Order	Deadline for Defendant to provide to the Settlement Administrator an Excel spreadsheet that includes each Class Member's name, mailing address, and email address, to the extent such information is available in Defendant's business records
14 days after notice of entry of this Order	Deadline for Defendant to wire transfer the Settlement Amount to Settlement Administrator
35 days after notice of entry this Order	Deadline for Settlement Administrator to email the Court-Approved Summary Class Notice to Class Members for whom an email address is available, mail the Summary Class Notice to Class Members for whom an email address is not available, and establish the settlement website ("Notice Date")
14 days after Notice Date	Deadline for Settlement Administrator to mail the Summary Class Notice to last known address of any Class Members for whom an email notice was bounced back as undeliverable
45 days after Notice Date	Last day for Class Members to submit completed Claim Forms
45 days after Notice Date	Last day for Class Members to object or opt out
16 court days prior to Final Approval Hearing	Deadline for Plaintiff to file Motion for Final Approval of Settlement
10 days prior to Final Approval Hearing	Deadline for parties respond to any objections to the Settlement
As set forth above in Paragraph 11	Final Approval Hearing

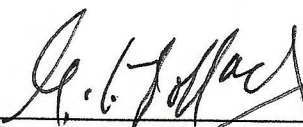
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15. The Parties are ordered to carry out the Settlement in the manner provided in the Settlement Agreement and this Order.

IT IS SO ORDERED.

DATED: \_\_\_\_\_, 2022

 9/9/22  
\_\_\_\_\_  
Hon. Gregory W. Pollack  
Judge of the Superior Court

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