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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF KERN**

15 TAWNEE RIOS, an individual, on behalf of
16 herself and on behalf of all persons similarly
17 situated,

18 Plaintiff,

19 vs.

20 BARNES & NOBLE COLLEGE
21 BOOKSELLERS, LLC, a limited liability
22 company; and DOES 1 through 50, inclusive,

23 Defendants.

CASE NO.: **BCV-24-101007**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: January 28, 2026

Hearing Time: 8:30 a.m.

[Hearing scheduled by Order dated September 15, 2025]

Judge: Hon. T. Mark Smith

Dept: T-2

Date Filed: March 20, 2024

Trial Date: Not set

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

2 YOU ARE HEREBY NOTIFIED THAT on February 9, 2026, the Court entered the
3 Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto
4 as Exhibit #1.

5 Respectfully submitted,

6
7 Dated: February 16, 2026

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8 By: */s/ Kyle Nordrehaug*
9 Kyle R. Nordrehaug
10 Attorneys for Plaintiffs
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

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

6 On February 16, 2026, I served the document(s) described as:

7 **1. Notice of Entry of Judgment**

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

11 MARY DOLLARHIDE
mary.dollarhide@us.dlapiper.com
12 TAYLOR WEMMER
taylor.wemmer@us.dlapiper.com
13 JOSEPH J. KIM
joseph.kim@us.dlapiper.com
14 DLA PIPER LLP (US)
4365 Executive Drive, Suite 1100
15 San Diego, CA 92121-2133

16 Attorneys for Defendant

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

20 X (State): I declare under penalty of perjury under the laws of the State of California that the
21 above is true and correct.

22 Executed on February 16, 2026, at La Jolla, California.

23 By: /s/ Kyle Nordrehaug
24 Kyle R. Nordrehaug, Esq.

EXHIBIT #1

Electronically Received 01/28/26 9:54 AM

FILED
Superior Court of California,
County of Kern
By: Gricelda Evans
Deputy Clerk
02/09/2026

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

TAWNEE RIOS, an individual, on behalf of
herself and on behalf of all persons similarly
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Plaintiff,

vs.

BARNES & NOBLE COLLEGE
BOOKSELLERS, LLC, a limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **BCV-24-101007**

~~[REVISED PROPOSED]~~ FINAL
APPROVAL ORDER AND JUDGMENT
APPROVING SETTLEMENT WITH NO
ADMISSION OF LIABILITY

Hearing Date: January 28, 2026
Hearing Time: 8:30 a.m.

Judge: Hon. T. Mark Smith
Dept.: T-2

Date Action Filed: March 20, 2024
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT APPROVING SETTLEMENT WITH NO
ADMISSION OF LIABILITY

1 The motion of Plaintiff Tawnee Rios (“Plaintiff”) for an order finally approving the Class
2 Action and PAGA Settlement Agreement (“Agreement”) with Defendant Barnes & Noble College
3 Booksellers, LLC (“Defendant”) and for an award of attorneys’ fees and costs, service payment,
4 and the fees of the Administrator duly came on for hearing on January 28, 2026 before the
5 Honorable T. Mark Smith.

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 California Superior Court for the County of Kern, and over all Parties to this litigation,
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Three Hundred
16 Thousand Dollars (\$1,300,000) 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
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On September 15, 2025, the Court granted preliminary approval of the Settlement.
26 At this same time, the Court approved conditional certification of the Class for settlement
27 purposes only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
3 by first class mail to members of the Class at their last known addresses on or about October 20,
4 2025. Mailing of the Class Notice to their last known addresses was the best notice option under
5 the circumstances and was reasonably calculated to communicate actual notice of the litigation
6 and the proposed settlement to the Class. The Class Notice given to the Class Members fully and
7 accurately informed the Class Members of all material elements of the proposed Settlement and of
8 their opportunity to object to or comment thereon or to seek exclusion from the Settlement;
9 constituted valid, due, and sufficient notice to all Class Members; and complied fully with the
10 laws of the State of California, the United States Constitution, due process and other applicable
11 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 of the Class or submitting written objections
14 to the Settlement was December 19, 2025, which was extended by 14 days for re-mailed Class
15 Notices. There was an adequate interval between mailing of the Class Notice and the response
16 deadline to permit Class Members to choose what to do and act on their decision. A full
17 opportunity has been afforded to the Participating Class Members to participate in this hearing,
18 and all Participating Class Members and other persons wishing to be heard have been heard. Class
19 Members also have had a full and fair opportunity to exclude themselves from the proposed
20 Settlement and Class. Accordingly, the Court determines that all Class Members who did not
21 timely and properly submit a request for exclusion are bound by the Settlement and this Final
22 Approval Order and Judgment.

23 **Fairness Of Settlement**

24 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
25 48 Cal.App.4th 1794, 1801 (1996).

26 a. The settlement was reached through arm's-length bargaining between the
27 parties during an all-day mediation before Monique Ngo-Bonnici, Esq., a respected and

1 experienced mediator of wage and hour class actions. There has been no collusion between the
2 parties in reaching the proposed settlement.

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

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. One (1) request for exclusion was received.

9 e. The participation rate was high. 2,552 Participating Class Members will be
10 mailed a settlement payment, representing 99.96% of the overall Class.

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

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

18 **Attorneys' Fees and Costs**

19 11. An award of \$433,333 for attorneys' fees, representing one-third of the Gross
20 Settlement Amount, and \$23,627.37 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
23 lodestar and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of

28 **FINAL APPROVAL ORDER AND JUDGMENT APPROVING SETTLEMENT WITH NO
ADMISSION OF LIABILITY**

1 the risks and burdens undertaken by the Plaintiff in the litigation and for their time and effort in
2 bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Participating Class Members in the manner set forth in the Agreement, transmit payment for
6 attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment to
7 the Plaintiff, distribute the PAGA Penalties, issue any required tax reporting forms, calculate
8 withholdings and perform the other remaining duties set forth in the Agreement. The
9 Administrator has documented \$16,550 in fees and expenses, and this amount is reasonable in
10 light of the work performed by the Administrator.

11 **PAGA Penalties**

12 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
13 of \$30,000, which shall be allocated with 75% (\$22,500) allocated to the LWDA PAGA Payment
14 and 25% (\$7,500) allocated to the Individual PAGA Payments to be distributed to the PAGA
15 Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
16 amount of the PAGA Employees' 25% share of PAGA Penalties (\$7,500) by the total number of
17 PAGA Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying
18 the result by each PAGA Employee's PAGA Pay Periods. "PAGA Employees" are all individuals
19 who were employed by Defendant in California and classified as a non-exempt employee at any
20 time during the PAGA Period (March 20, 2023 through March 17, 2025). The Court finds the
21 PAGA Penalties to be reasonable. All PAGA Employees will be sent their share of the PAGA
22 Penalties and will be subject to the release of the Released PAGA Claims as set forth below,
23 whether or not they opt out of the Settlement.

24 **II.**

25 **ORDERS**

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

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28 **FINAL APPROVAL ORDER AND JUDGMENT APPROVING SETTLEMENT WITH NO
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1 15. The certification of the Class for the purposes of settlement is confirmed. The
2 Class is defined as follows:

3 All individuals who are or were previously employed by Defendant in California
4 and classified as non-exempt employees at any time during the Class Period
(March 20, 2020 through March 17, 2025).

5 16. All persons who meet the foregoing definition are members of the Class, except for
6 those individuals who filed a valid request for exclusion (“opt out”) from the Class. The one (1)
7 individual who requested exclusion is Employee ID #981155245.

8 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
9 best interest of the Class. Defendant shall fund the Gross Settlement Amount and the amount
10 necessary to pay Defendant’s share of payroll taxes thereon within thirty (30) days of the Effective
11 Date.

12 18. Class Counsel are awarded attorneys' fees in the amount of \$433,333 and costs in
13 the amount of \$23,627.37. Class Counsel shall not seek or obtain any other compensation or
14 reimbursement from Defendant, Plaintiff or members of the Class.

15 19. The payment of the Class Representative Service Payment in the amount of
16 \$10,000 to the Plaintiff is approved.

17 20. The payment of \$16,550 to the Administrator for their fees and expenses is
18 approved.

19 21. The PAGA Penalties in the amount of \$30,000 are approved and shall be allocated
20 in accordance with the Agreement.

21 22. The Agreement and this Settlement are not an admission by Defendant, nor is this
22 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
23 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
24 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
25 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
26 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
27 whatsoever. Defendant has denied that it has done anything wrong and disputes all the claims in

28 FINAL APPROVAL ORDER AND JUDGMENT APPROVING SETTLEMENT WITH NO
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1 this Action. The entering into or carrying out of the Agreement, and any negotiations or
2 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
3 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
4 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
5 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
6 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
7 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
8 Released PAGA Claims.

9 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
10 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
11 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
12 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
13 to individual Class Members. Pursuant to Labor Code section 2699, subdivision (s), Class
14 Counsel shall submit a copy of this Final Approval Order and Judgment to the LWDA within 10
15 days after its entry.

16 24. If the Agreement does not become final and effective in accordance with the terms
17 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
18 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
19 revert to their respective positions as of before entering into the Agreement, and expressly reserve
20 their respective rights regarding the prosecution and defense of this Action, including all available
21 defenses and affirmative defenses, and arguments that any claim in the Action could not be
22 certified as a class action and/or managed as a representative action.

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

24 25. Except as set forth in the Agreement and this Final Approval Order and Judgment
25 Approving Settlement With No Admission of Liability, Plaintiff, and all members of the Class,
26 shall take nothing in the Action.

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28 **FINAL APPROVAL ORDER AND JUDGMENT APPROVING SETTLEMENT WITH NO
ADMISSION OF LIABILITY**

26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

27. The Parties are authorized to agree to and to adopt such amendments, modifications and expansions of the Agreement and all exhibits attached thereto which are consistent with this Final Approval Order and Judgment and as approved by the Court.

28. Each party shall bear its own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final Approval Order and Judgment.

29. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period including, claims for statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, alleged under California Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, California Wage and Hour, including California Labor Code §§ 510, 512, 515; California Labor Code §§ 1194, 1194.2, 1197, 1197.1, 1198, 2802; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 et seq.; California Code of Civil Procedure § 1021.5; interest on all amounts owed under California Civil Code § 3287; California Industrial Wage Order Nos. 4 and 7, and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations, and the Fair Labor Standards Act, 29 U.S.C. § 201. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including

FINAL APPROVAL ORDER AND JUDGMENT APPROVING SETTLEMENT WITH NO ADMISSION OF LIABILITY

1 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
2 Act, unemployment insurance, disability, social security, workers' compensation, or Class claims
3 based on facts occurring outside the Class Period.

4 30. The "Released Parties" are Defendant and all of its former and present parents,
5 subsidiaries, and affiliates, and their current and former officers, directors, employees, partners,
6 shareholders and agents, and the predecessors and successors, assigns, and legal representatives of
7 all such entities and individuals.

8 31. Effective on the date when Defendant fully funds the entire Gross Settlement
9 Amount and funds all PAGA Employees and the LWDA are deemed to release, on behalf of
10 themselves and their respective former and present representatives, agents, attorneys, heirs,
11 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
12 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
13 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
14 Notice, which occurred during the PAGA Period, including claims alleged under California Labor
15 Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512,
16 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
17 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure
18 to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s),
19 brought Pursuant to California Labor Code Section 2699.5 The Released PAGA Claims do not
20 include other PAGA claims, vested benefits, wrongful termination, violation of the Fair
21 Employment and Housing Act, unemployment insurance, disability, social security, workers'
22 compensation, and PAGA claims outside of the PAGA Period.

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28 FINAL APPROVAL ORDER AND JUDGMENT APPROVING SETTLEMENT WITH NO
 ADMISSION OF LIABILITY

1 32. As of the Effective Date and upon full funding of the Gross Settlement Amount by
2 Defendant, Plaintiff releases and discharges the Defendant and the Released Parties from the
3 Plaintiff's General Release as defined and as set forth fully in paragraph 6.1 of the Agreement.

4 33. The Court sets a compliance hearing regarding settlement distribution for
5 December 15, 2026 at 8:30 a.m. in Department T-2. The report of the Administrator shall be filed
6 5 court days before this hearing.

7 **LET JUDGMENT APPROVING SETTLEMENT WITH NO ADMISSION OF LIABILITY**
8 **BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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10 Dated: February 9, 2026

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13 HON. T. MARK SMITH
14 JUDGE, SUPERIOR COURT OF CALIFORNIA
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28 **FINAL APPROVAL ORDER AND JUDGMENT APPROVING SETTLEMENT WITH NO**
ADMISSION OF LIABILITY