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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF KERN**

13
14 TAWNEE RIOS, an individual, on behalf of
15 herself and on behalf of all persons similarly
16 situated,

17 Plaintiffs,

18 vs.

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

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

**DECLARATION OF AMANDA
HOWARD OF ILYM GROUP, INC.
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

HEARING INFO

Date: January 28, 2026

Time: 8:30 a.m.

Judge: Hon. T. Mark Smith

Dept.: T-2

1 I, Amanda Howard, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Rios v.*
6 *Barnes & Noble College Booksellers, LLC* matter. I am authorized to make this declaration on
7 behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called
8 upon to testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval*, in
18 English (referred to as “Class Notice Packet”); (b) receiving and processing requests for exclusion
19 and objections to the Settlement; (c) resolving Class Members’ disputes over the number of
20 workweeks and/or pay periods Defendant has on record of them working during the Class Period,
21 which was pre-printed on their individualized Class Notice; (d) establishing a QSF account and
22 calculating individual settlement award amounts; (e) processing and mailing settlement award
23 checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing,
24 issuing and filing tax returns and other applicable tax forms; (h) handling the distribution of any
25 unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as the
26 Parties mutually agree to and/or the Court orders ILYM Group to perform.

1 4. On October 1, 2025, ILYM Group received the Court approved text for the Class
2 Notice Packet from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice
3 Packet, which was approved by the Parties' Counsel prior to mailing.

4 5. On October 6, 2025, ILYM Group received the class data file from Counsel for
5 Defendant, which contained the name, social security number, last known mailing address, phone
6 numbers and email address (if known and available to Defendant), and the number of workweeks
7 and pay periods for each Class Member and Aggrieved Employee. The data file was uploaded to
8 our database and checked for duplicates and other possible discrepancies. The Class List contained
9 unique records for 2,553 individuals who worked a total of 68,538 workweeks.

10 6. As part of the preparation for mailing, all 2,553 names and addresses contained in
11 the Class List were then processed against the National Change of Address ("NCOA") database,
12 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
13 the mailing addresses of the Class Members before mailing of the Class Notice Packet. The NCOA
14 contains requested change of addresses filed with the USPS. To the extent that an updated address
15 was found in the NCOA database, the updated address was used for the mailing of the Class Notice
16 Packet. To the extent that no updated address was found in the NCOA database, the original address
17 provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

18 7. On October 20, 2025, the Class Notice Packet was mailed via U.S First Class Mail,
19 to all 2,553 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and
20 correct copy of the mailed Class Notice Packet.

21 8. As of the date of this declaration, 260 Class Notice Packets have been returned to
22 our office of which none were returned with a forwarding address. ILYM Group performed a
23 computerized skip trace on the 260 returned Class Notice Packets that did not have a forwarding
24 address, in an effort to obtain an updated address for the purpose of re-mailing the Class Notice
25 Packet. As a result of this skip trace, 147 updated addresses were obtained and the Class Notice
26 Packets were promptly re-mailed to those Class Members, via U.S. First Class Mail.

27 9. As of the date of this declaration, a total of 147 Class Notice Packets have been re-
28 mailed as a result of ILYM Group's skip tracing efforts.

1 10. As of the date of this declaration, a total of 113 Class Notice Packets have been
2 deemed undeliverable as no updated addresses were found notwithstanding the skip tracing.

3 11. As of the date of this declaration, ILYM Group has received 1 request for exclusion,
4 Employee ID 981155245. The deadline to request exclusion from the Settlement was December
5 19, 2025.

6 12. As of the date of this declaration, ILYM Group has not received any objections to
7 the Settlement. The deadline to submit a written objection to the Settlement was December 19,
8 2025.

9 13. As of the date of this declaration, ILYM Group has not received any disputes from
10 a Class Member.

11 14. The Net Settlement Amount available to Participating Class Members is estimated
12 to be \$770,117.00 and was calculated by subtracting the requested attorneys' fees \$433,333.00, the
13 amount allocated for litigation costs and expenses \$40,000.00, the requested Class Representative
14 Service Payment \$10,000.00, the requested Administration Expenses Payment \$16,550.00, the
15 LWDA Payment \$22,500.00 and the PAGA Penalties allocation to Aggrieved Employees
16 \$7,500.00 from the Gross Settlement Amount \$1,300,000.00.

17 15. As of this date, there are 2,552 Class Members who worked 68,533 workweeks who
18 did not submit a timely and valid Request for Exclusion and are therefore deemed to be
19 Participating Class Members. The Individual Class Payment is allocated on a pro rata basis using
20 their work weeks worked.

21 16. The *highest* Individual Class Payment to a Participating Class Member is currently
22 estimated to be approximately \$2,876.72, the *average* Individual Class Payment is currently
23 estimated to be approximately \$301.77 and, the *lowest* Individual Class Payment is currently
24 estimated to be approximately \$11.24. These amounts are subject to employee-side tax and
25 withholdings.

26 17. Pursuant to the Agreement, 25% of the PAGA Penalties payment \$7,500.00 will be
27 allocated to Aggrieved Employees regardless of whether he or she opted outs of the Class
28 Settlement ("Employee PAGA Amount"); Aggrieved Employees cannot opt out of the PAGA

1 Settlement. The Employee PAGA Amount is allocated on a pro rata basis using their PAGA Pay
2 Periods. There are 1,120 Aggrieved Employees who worked 22,100 pay periods during the PAGA
3 period.

4 18. The *highest* Individual PAGA Payment to an Aggrieved Employee is currently
5 estimated to be approximately \$28.85, the *average* Individual PAGA Payment is currently
6 estimated to be approximately \$6.70 and the *lowest* Individual PAGA Payment is currently
7 estimated to be approximately \$0.34.

8 19. ILYM Group's total fees and costs for services in connection with the administration
9 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
10 costs for completion of the settlement administration, are \$16,550.00. ILYM Group's work in
11 connection with this matter will continue with the calculation of the settlement award payments,
12 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
13 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
14 Group to perform.

15
16 I declare under penalty of perjury under the laws of the State of California and the United
17 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
18 was executed this 30th day of December 2025, at Tustin, California.

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21 AMANDA HOWARD
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EXHIBIT “A”

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

Rios v. Barnes & Noble College Booksellers, LLC,
Superior Court of the State of California, County of Kern, Case No. BCV-24-101007

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Barnes & Noble College Booksellers, LLC (“Defendant”) for alleged wage and hour violations. The Action is brought by Plaintiff Tawnee Rios (“Plaintiff”) and seeks payment of (1) wages and other relief for a Class of all individuals who are or were previously employed by Defendant in California and classified as non-exempt employees at any time during the Class Period (March 20, 2020 through March 17, 2025) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (March 20, 2023 through March 17, 2025) (“PAGA Employees”).

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated to the California Labor and Workforce Development Agency (“LWDA”) and to PAGA Employees.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Estimated_Individual_Class_Payment» (less withholding) and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to be \$«Estimated_Individual_PAGA_Payment».** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked «Class_Workweeks» Workweeks during the Class Period and you worked «PAGA_Pay_Periods» PAGA Pay Periods.** If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires payments under the Settlement and requires Class Members and PAGA Employees to give up their rights to assert certain claims against Defendant.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a "Participating Class Member," eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is December 19, 2025.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an PAGA Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by December 19, 2025.	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on January 28, 2026 at 8:30 a.m., at the Kern County Superior Court, located at 1215 Truxtun Ave, Bakersfield, CA 93301, in Department T-2 before Judge T. Mark Smith. This hearing may change as explained below in Section 9. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods Written Challenges Must be Submitted by December 19, 2025.	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks during the Class Period and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by December 19, 2025. See Section 5 of this Notice
1. Why did I get this Notice?	

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Kern (the "Court"), has been reached between Plaintiff and Defendant and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

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

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and its defenses, and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

2. What is this class action lawsuit about?

On March 20, 2024, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Kern, Case No. BCV-24-101007 (“Action”). The Action asserted class claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to provide wages when due, and failure to pay sick wages. On March 20, 2024, Plaintiff filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Santa Clara (the “PAGA Action”). As part of this Settlement, the Parties stipulated to the filing of a First Amended Class and Representative Action Complaint in the Class Action that adds all claims and parties originally filed in the PAGA Action. The First Amended Class and Representative Action Complaint was filed on April 3, 2025 and is the operative complaint in the Action (the “Operative Complaint”).

Defendant denies that it has done anything wrong and disputes all the claims in the Action. For example, Defendant contends that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiff or any Class Members any wages allegedly due during employment and at the time of their termination; that Defendant complied with California wage statement and record requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could have been sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on September 15, 2025. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP and the Gomez Law Firm to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Notice. The Settlement was reached after mediation and arm’s-length negotiations between the Parties. The Plaintiff and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly denies all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Million Three Hundred Thousand Dollars (\$1,300,000) (the “Gross Settlement Amount”) to fund the settlement of the Action.

The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties payment for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes within thirty (30) days of the Effective Date. The Effective Date is the date the Judgment is final and no longer subject to appeal. The Administrator will mail checks for all settlement payments within fourteen (14) days of the funding of the settlement by Defendant.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$18,200, for expenses, including expenses of notifying the Class Members of the Settlement, processing Request for Exclusions, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed 35% of the Gross Settlement Amount, which presently equals \$455,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$40,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing. The attorneys’ fees awarded shall be allocated 75% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 25% to the Gomez Law Firm.
- **Class Representative Service Payment.** Class Representative Service Payment in an amount not more than \$10,000 to the named Plaintiff as service award, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- **PAGA Penalties.** A payment of \$30,000 relating to Plaintiff’s claim under PAGA, 75% (\$22,500) of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining 25% (\$7,500) will be distributed to the PAGA Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees’ 25% share of PAGA Penalties (\$7,500) by the total number of PAGA Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee’s PAGA Pay Periods. “PAGA Pay Period” means any pay period during which an PAGA Employee worked for Defendant for at least one day during the PAGA Period. The PAGA Period is March 20, 2023 through March 17, 2025.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys’ Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the “Net Settlement Amount”, shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$751,800.00. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member calculated by (a) dividing the Net Settlement Amount by the total number of

Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks worked as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged claims for non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment are conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member where the funds may be claimed.

4. What Do I Release Under the Settlement?

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

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

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

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

5. How much will my payment be?

Defendant's records reflect that you worked «Class_Workweeks» Workweeks during the Class Period (March 20, 2020 through March 17, 2025).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is \$«Estimated_Individual_Class_Payment».

[Defendant's records reflect that you worked «PAGA_Pay_Periods» PAGA Pay Periods during the during the PAGA Period (March 20, 2023 through March 17, 2025). Based on this information your estimated Individual PAGA Payment is \$«Estimated_Individual_PAGA_Payment».]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is December 19, 2025 [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to (888) 845-6185 or email the dispute to info@ilymgroup.com by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781, (888) 250-6810.

The Court will hold a Final Approval Hearing on January 28, 2026 at 8:30 a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately four months after the hearing. If there are objections or appeals, resolving them can take time and delay the settlement, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, PAGA Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion because you cannot opt out of the PAGA portion of the settlement.

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion (“opt-out”) postmarked no later than the Response Deadline which is December 19, 2025 [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax your request to opt out to (888) 845-6185 or email to info@ilymgroup.com by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Rios v. Barnes & Noble College Booksellers, LLC* lawsuit. The request to opt-out should state the Class Member’s full name, address, and telephone number or email address. Please include the name and number of the case, which is *Rios v. Barnes & Noble College Booksellers, LLC*, Case No. BCV-24-101007. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781. Written requests for exclusion that are postmarked after December 19, 2025, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for January 28, 2026, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel’s website at www.bamlawca.com under “Class Notices” for *Rios v. Barnes & Noble College Booksellers* or on the website for the California Superior Court for the County of Kern (<https://www.kern.courts.ca.gov/online-services/case-information-search>) and entering the Case No. BCV-24-101007.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is December 19, 2025** [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to (888) 845-6185 or email to info@ilymgroup.com. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Rios v. Barnes & Noble College Booksellers, LLC*, Case No. BCV-24-101007, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. The Administrator’s contact information is as follows:

Administrator:

Name of Company: ILYM Group, Inc.
Email Address: info@ilymgroup.com
Mailing Address: P.O. Box 2031, Tustin, CA 92781
Telephone Number: (888) 250-6810
Fax Number: (888) 845-6185

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you

object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely through the Court's procedure at <https://www.kern.courts.ca.gov/online-services/remote-court-hearings>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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COUNSEL FOR DEFENDANT:

Mary Dollarhide
Taylor Wemmer
Joseph J. Kim
DLA PIPER LLP (US)
4365 Executive Drive, Suite 1100
San Diego, CA 92121-2133

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 8:30 a.m. (Pacific Standard Time) on January 28, 2026, in Department T-2 of the Superior Court of California, County of Kern, located at 1215 Truxtun Ave, Bakersfield, CA 93301, before Judge T. Mark Smith. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing using the remote procedure at <https://www.kern.courts.ca.gov/online-services/remote-court-hearings/remote-hearing-information>.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Rios v. Barnes & Noble College Booksellers*. In addition, hearing dates are posted on the Internet via the Case Information page for the California Superior Court for the County of Kern (<https://www.kern.courts.ca.gov/online-services/case-information-search>) and entering the Case No. BCV-24-101007.

10. How Can I Get More Information?

You may call the Administrator at (888) 250-6810 or write to *Rios v. Barnes & Noble College Booksellers* Administrator, c/o ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781.

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Rios v. Barnes & Noble College Booksellers*, where these documents will be posted as they become available. You may get more details by examining the Court's file on the Internet via the Case Information page for the California Superior Court for the County of Kern (<https://www.kern.courts.ca.gov/online-services/case-information-search>) and entering the Case No. BCV-24-101007. If you wish to view the Court files in person, you must go to the Clerk's Office at the Metropolitan Division Justice Courthouse, 1215 Truxtun Ave, Bakersfield, CA 93301.

PLEASE **DO NOT** CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail To Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such event, the Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

Rios v. Barnes & Noble College Booksellers, LLC

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

«ILYMID

QR

Code»

ILYM ID: «ILYMID» «Piece_Number»

«First_Name» «Last_Name»

«Address_1»

«City», «State» «Zip_Code»