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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

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

17 Plaintiff,

18 vs.

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

23 Defendants.

CASE No. **BCV-24-101007**

**DECLARATION OF NORMAN  
BLUMENTHAL IN SUPPORT OF MOTION  
FOR FINAL APPROVAL OF CLASS  
SETTLEMENT, ATTORNEYS' FEES,  
COSTS AND SERVICE AWARD**

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 I, NORMAN B. BLUMENTHAL, declare as follows:

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw  
3 LLP, counsel of record for Plaintiff Tawnee Rios ("Plaintiff") in this matter. As such, I am fully familiar  
4 with the facts, pleadings and history of this matter. The following facts are within my own personal  
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein. This  
6 declaration is being submitted in support to the Plaintiff's motion for final approval of the class settlement,  
7 including attorneys' fees, costs and service award.

8 2. Over the course of the litigation, a number of attorneys in my firm have worked on this  
9 matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm  
10 resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases our  
11 firm has undertaken are also set forth in Exhibit #1. The bulk of the attorneys involved in this matter at  
12 Blumenthal Nordrehaug Bhowmik De Blouw LLP have had substantial class litigation experience in the  
13 areas of employment class actions, unfair business practices and other complex litigation. The attorneys  
14 at my firm have extensive experience in cases involving labor code violations and overtime claims. Class  
15 Counsel has litigated similar overtime cases against other employers on behalf of employees, including  
16 cases against Sharp Healthcare, Walmart, Legoland, Cigna, HealthNet, See's Candies, Securitas, Okta,  
17 Advanced Home Health, El Pollo Loco, Total Renal, Panda Express, Walt Disney Resorts, Pharmaca,  
18 Nortek Security, California Fine Wine, Solarcity, Walgreens, Space Exploration, Union Bank, Verizon,  
19 Apple, Wells Fargo, Kaiser, Universal Protection Services, and California State Automobile Association.  
20 Class Counsel have been approved as experienced class counsel during contested motions in state and  
21 federal courts throughout California. It is this level of experience which enabled the firm to undertake the  
22 instant matter and to successfully combat the resources of the defendants and their capable and  
23 experienced counsel. Class Counsel have participated in every aspect of the settlement discussions and  
24 have concluded the settlement is fair, adequate and reasonable and in the best interests of the Class.

25  
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the  
28 "Agreement") between the parties is attached hereto as Exhibit #2. Plaintiff and Defendant Barnes &

1 Noble College Booksellers, LLC (“Defendant”) reached a full and final settlement of the  
2 above-captioned action, which is embodied in the Agreement filed concurrently with the Court. As  
3 consideration for this Settlement, the Gross Settlement Amount to be paid by Defendant is One Million  
4 Three Hundred Thousand Dollars (\$1,300,000) (the “Gross Settlement Amount”). (Agreement at ¶¶ 1.22  
5 and 3.1.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1)  
6 payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees  
7 Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the  
8 Class Representative Service Payment to Plaintiff; and (5) the PAGA Penalties payment. (Agreement at  
9 ¶ 1.22.)

10 (b) The Gross Settlement Amount does not include Defendant’s share of payroll taxes.  
11 (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant.  
12 (Agreement at ¶ 3.1.)

13 (c) Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll  
14 taxes no later than thirty (30) days after the Effective Date. (Agreement at ¶ 4.3.) The distribution of  
15 Individual Class Payments to Participating Class Members along with the other Court-approved  
16 distributions shall be made within 14 days after the Defendant funds the settlement. (Agreement at ¶ 5.1.)

17 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved  
18 amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service  
19 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the  
20 Administration Expenses Payment (called the “Net Settlement Amount”) shall be allocated to Class  
21 Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.) From the Net Settlement  
22 Amount, the Individual Class Payment for each Participating Class Member will be calculated by (a)  
23 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class  
24 Members during the Class Period and (b) multiplying the result by each Participating Class Member’s  
25 Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will initially be based on Defendant’s records,  
26 however, Class Members will have the right to challenge the number of Workweeks.

27 (e) Class Members were sent the Court approved Class Notice using the procedure approved by  
28 the Court by mailing the notice packets after updating class members’ addresses using the National Change

1 of Address database and, for any notice packets returned as undeliverable, re-mailing such notices to any  
2 forwarding address provided or updated address located. *See* Declaration of Amanda Howard  
3 (“Howard Decl.”) ¶ 7, Exh. A. Class Members were provided with the opportunity to exclude themselves  
4 or "opt out" if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.) Howard  
5 Decl. ¶ 7, Exh. A. Significantly, there have been **no objections and only one (1) request for exclusion**.  
6 Howard Decl. ¶¶ 11-12. As such, nearly the entire Class (99.96%) will participate in the Settlement and  
7 will be sent a settlement check. *See* Howard Decl. at ¶¶ 14-16. All Aggrieved Employees, including those  
8 who submit an opt-out request, will still be paid their allocation of the PAGA Penalties and will remain  
9 subject to the release of the PAGA Released Claims regardless of their request for exclusion. (Agreement  
10 at ¶ 6.3 and 5.8(d).) Finally, the Notice advised the Class Members of their right to object to the  
11 Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

12 (f) A Participating Class Member must cash his or her Individual Class Payment check within 180  
13 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will be  
14 voided and any funds represented by such checks sent to the California Controller's Unclaimed Property  
15 Fund in the name of the Class Member thereby leaving no “unpaid residue”. (Agreement at ¶ 5.4.)

16 (g) ILYM Group, Inc. was appointed by the Court as the Administrator for the Settlement.  
17 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement  
18 administration in an amount not to exceed \$18,200. (Agreement at ¶ 3.2(c).) As set forth in the Howard  
19 Decl. at ¶ 19, the Administration Expenses Payment, including fees and costs incurred to-date, as well as  
20 anticipated fees and costs for completion of the settlement administration, are \$16,550.

21 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded  
22 a sum not to exceed 35% of the Gross Settlement Amount, as the Class Counsel Fees Payment.  
23 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class  
24 Counsel Litigation Expenses Payment in an amount not to exceed \$40,000. (Agreement at ¶ 3.2(b).)  
25 Subject to Court approval, the Agreement provides for a payment of no more than \$10,000 to the Plaintiff  
26 as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of these requests for  
27 attorneys’ fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary  
28 support, including lodestar.

1 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement Amount  
2 for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section 2698,  
3 *et seq.* ("PAGA"). The PAGA Penalties are \$30,000, to be allocated 75% (\$22,500) to the LWDA PAGA  
4 Payment and 25% (\$7,500) to the Individual PAGA Payments.<sup>1</sup> (Agreement at ¶ 3.2(d).) The Individual  
5 PAGA Payments will be calculated by (a) dividing the amount of the PAGA Employees' 25% share of  
6 PAGA Penalties (\$10,000) by the total number of PAGA Pay Periods worked by all PAGA Employees  
7 during the PAGA Period and (b) multiplying the result by each PAGA Employee's PAGA Pay Periods.  
8 (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service, the LWDA has been served  
9 with this motion and the Agreement.

10 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for  
11 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement  
12 is "fair, adequate, and reasonable." (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued  
13 at \$1,300,000 is an excellent result for the Class. This result is particularly favorable in light of the fact  
14 that liability and class certification in this case were far from certain in light of the defenses asserted by  
15 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class certification,  
16 along with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable and  
17 adequate, and should be finally approved.

18  
19 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order  
20 dated September 15, 2025 ("Preliminary Approval Order"), the approved Class Notice has been  
21 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.  
22 On On October 20, 2025, the Administrator mailed the Court-approved Class Notice to the Class  
23 Members, which provided each class member with the terms of the Settlement, including notice of the  
24 claims at issue and the financial terms of the settlement, including the attorneys' fees, costs, and service  
25 award that were being sought, how individual settlement awards would be calculated, and the specific,  
26

27 <sup>1</sup> The 75/25 allocation is required by Labor Code § 2699, because this action was filed and the  
28 PAGA Notice was sent before June 2024, so it is not subject to the amended version of Labor Code §  
2699.

1 estimated payment amount to that individual. Howard Decl. ¶ 7, Exh. A. In disseminating the notice, the  
2 Administrator followed the notice procedures authorized by the Court in its Preliminary Approval Order.  
3 Significantly, there have been **no objections and only one (1) request for exclusion**. Howard Decl. ¶¶  
4 11-12. As such, nearly the entire Class (99.96%) will participate in the Settlement and will be sent a  
5 settlement check. *See* Howard Decl. at ¶¶ 14-16.

6  
7 5. Description of Plaintiff's claims - The Action generally alleges that Plaintiff and other Class  
8 Members were not properly paid all overtime wages for hours worked and at the correct rate of pay, were  
9 not provided meal and rest periods or paid premiums at the correct rate of pay in lieu thereof, were not  
10 timely paid earned wages, were not provided reimbursement for required expenses, were not paid accrued  
11 and used sick pay at the correct rate of pay, and not provided accurate itemized wage statements. The  
12 Action seeks unpaid wages, penalties, attorney fees, litigation costs, and any other equitable or legal relief  
13 allegedly due and owing to Plaintiff and the other Class Members by virtue of the foregoing claims.

14  
15 6. Procedural History of the Litigation

16 (a) On December 6, 2024, Plaintiff filed with the LWDA and served on Defendant a notice under  
17 Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on  
18 behalf of PAGA Employees for various Labor Code violations.

19 (b) On March 20, 2024, Plaintiff filed a class action Complaint against Defendant in the Superior  
20 Court of the State of California, County of Kern (the "Class Action"). Plaintiff's Class Action complaint  
21 asserted claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§  
22 17200, et seq.; (2) failure to to pay minimum wages in violation of California Labor Code §§ 1194, 1197,  
23 and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198;  
24 (4) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure  
25 to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide  
26 accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to reimburse  
27 employees for required expenses in violation of California Labor Code § 2802; (8) failure to provide  
28 wages when due in violation of California Labor Code §§ 201, 202 and 203; and, (9) failure to pay sick

1 pay wages in violation of California Labor Code §§ 201-204, 233, and 246. On June 28, 2024, Defendant  
2 filed an answer to Plaintiff's Class Action Complaint, asserting fifty-four (54) affirmative defenses. On  
3 March 20, 2024, Plaintiff filed a separate Representative Action Complaint against Defendant in the  
4 Superior Court of the State of California, County of Santa Clara (the "PAGA Action"). Plaintiff's  
5 Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties  
6 Pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, et seq., 210,  
7 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California  
8 Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title  
9 8, Section 1 1070(14) (Failure to Provide Seating) and the applicable Wage Order(s).

10 (c) On April 3, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint  
11 in the Class Action which added all claims and parties originally filed in the PAGA Action. The First  
12 Amended Class and Representative Action Complaint is the operative complaint in the Action (the  
13 "Operative Complaint").

14 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including  
15 both informal discovery and the production of hundreds of pages of documents, class data, and other  
16 information, allowing for the full and complete analysis of liabilities and defenses to the claims in the  
17 Action. The information for mediation obtained by Plaintiff included: (1) data concerning the class; (2)  
18 payroll data and time punch data for the Class covering 555 employees, 46,765 shifts and 15,994  
19 workweeks, which was then extrapolated to the entire Class; (3) Defendant's wage and hour policies; (4)  
20 the employment files for the Plaintiff; and, (5) samples of wage statements provided by Defendant. As  
21 such, Class Counsel received the data and information for the Class, which was sufficient for Plaintiff's  
22 expert to prepare the valuations of the claims for the Class.

23 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.  
24 The Parties have vigorously litigated the Action since inception. During the course of litigation, the Parties  
25 each performed analysis of the merits and value of the claims. Plaintiff and Defendant have engaged in  
26 significant research and investigation in connection with the Action. Class Counsel has thoroughly  
27 analyzed the value of the claims during the prosecution of this Action and utilized an expert to perform  
28 an analysis of the data and valuation of the claims.

1 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation. Prior  
2 to mediation, the Parties engaged in the above investigation and the exchange of documents and  
3 information in connection with the Action. On December 17, 2024, the Parties participated in an all-day  
4 mediation before Monique Ngo-Bonnici, Esq., a respected and experienced mediator of wage and hour  
5 class actions. Following the mediation, the Parties agreed to settle the Action based upon a mediator's  
6 proposal which was memorialized in the form of a Memorandum of Understanding. The Parties then  
7 negotiated the final terms of the settlement as set forth in the Agreement. At all times, the negotiations  
8 were arm's length and contentious.

9 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any  
10 kind associated with the claims alleged in the Action and further denies that, for any purpose other than  
11 settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,  
12 among other things, that it has complied at all times with the California Labor Code, applicable Wage  
13 Order, and all other laws and regulations. Further, Defendant contends that class certification is  
14 inappropriate for any reason other than for settlement. Plaintiff contends that Defendant violated  
15 California wage and hour laws. Plaintiff further contends that the Action is appropriate for class  
16 certification on the basis that the claims meet the requisites for class certification. Without admitting that  
17 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement  
18 purposes only. (Agreement at ¶ 2.9.) The Parties agree that certification for settlement purposes is not  
19 an admission that class certification is proper. Further, the Agreement is not admissible in this or any other  
20 proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes of settling  
21 the Action, the Parties stipulate and agree that the requisites for establishing class certification with respect  
22 to the Class are satisfied.

23 (h) Class Counsel has conducted an investigation into the facts of the class action. Informal  
24 discovery was obtained, which included the production of relevant documents and data. Class Counsel  
25 engaged in a thorough review and analysis of the relevant documents and data with the assistance of an  
26 expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient  
27 information to make an informed judgment regarding the likelihood of success on the merits and the results  
28 that could be obtained through further litigation. In addition, Class Counsel previously negotiated

1 settlements with other employers in actions involving nearly identical issues and analogous defenses.  
2 Based on the foregoing data and their own independent investigation, evaluation and experience, Class  
3 Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is fair,  
4 reasonable, and adequate and is in the best interest of the Class in light of all known facts and  
5 circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential  
6 appellate issues.

7

## 8 7. History of Settlement Discussions

9 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations  
10 before an experienced and well-respected mediator. Defendant has expressly denied and continues to deny  
11 any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and Class  
12 Counsel have determined that it is desirable and beneficial to the Class to resolve the Released Class  
13 Claims of the Class in accordance with this Settlement, based upon the experience of Class Counsel who  
14 has previously litigated similar claims against other employers.

15 (b) The Parties attended an arms-length mediation session with Monique Ngo-Bonnici, Esq., a  
16 respected and experienced mediator of wage and hour class actions, in order to reach this Settlement. In  
17 preparation for the mediation, Defendant provided Plaintiff and Class Counsel with payroll and  
18 employment data and other information regarding the Class Members, various internal documents, and  
19 other compensation and employment-related materials. Class Counsel analyzed the data with the assistance  
20 of damages expert Berger Consulting and prepared and submitted a mediation brief to the mediator.  
21 Following the all-day mediation session, with after arms' length negotiations both during and after the  
22 mediation, the Parties agreed to this Settlement based upon a mediator's proposal.

23 (c) From January 2025 to June 2025, the settlement agreement and exhibits thereto were  
24 finalized and executed. On September 10, 2025, the Court granted Plaintiff's Motion for Preliminary  
25 Approval, and entered an Order on September 15, 2025 approving the settlement as fair, adequate, and  
26 reasonable to the Class that same date.

27 (d) Plaintiff and Class Counsel believe that this settlement is fair, reasonable and adequate. In  
28 my judgment as experienced Class Counsel, this Settlement should be finally approved.

1  
2       8.       The outcome of this case would have been uncertain and fraught with risks.

3       (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the  
4 Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied with all  
5 applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that work  
6 time was properly recorded. Defendant maintained there was no miscalculation of the regular rate when  
7 it paid overtime, meal premiums and sick pay to the Plaintiff and the Class. Defendant contends that its  
8 meal and rest period policies fully complied with California law and that Defendant did not fail to provide  
9 the opportunity for legally required meal and rest breaks. Defendant established that the number of meal  
10 premiums paid exceeded the potential violations in the time records, which not only negated the meal  
11 period claim but also provided evidence of its lawful practices. Defendant contends that there was no  
12 failure to pay for business expenses and any cell phone usage was merely convenient and voluntary such  
13 that reimbursement was not legally required. Finally, Defendant has an argument that the Supreme Court  
14 decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiff's claims, on liability,  
15 value, and class certifiability as to the meal and rest period claims. Defendant also argues that based on  
16 its facially lawful practices, Defendant acted in good faith and without willfulness, which if accepted would  
17 negate the claims for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo v.*  
18 *Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024) ("if an employer reasonably and in good faith  
19 believed it was providing a complete and accurate wage statement in compliance with the requirements  
20 of section 226, then it has not knowingly and intentionally failed to comply with the wage statement law.")  
21 If successful, Defendant's defenses could eliminate or substantially reduce any recovery to the Class.  
22 While Plaintiff believes that these defenses could be overcome, Defendant maintains these defenses have  
23 merit and therefore present a serious risk to recovery by the Class.

24       (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable  
25 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf  
26 of any employees other than themselves. At the time of the mediation, Defendant forcefully opposed the  
27 propriety of class certification, arguing that individual issues precluded class certification. Further, as  
28 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.

1 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has  
2 been certified. While other cases have approved class certification in wage and hour claims, class  
3 certification in this action was hotly disputed and the maintenance of a certified class through trial was by  
4 no means a foregone conclusion.

5 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation  
6 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of  
7 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to  
8 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case  
9 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh  
10 an uncertain result three or more years in the future. Plaintiff and Class Counsel recognize the expense and  
11 length of a trial against Defendant through possible appeals which could take at least another two or three  
12 years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation, especially  
13 in complex actions such as this one. Class Counsel are also mindful of and recognize the inherent problems  
14 of proof under, and alleged defenses to, the claims asserted in the Action. Moreover, post-trial motions  
15 and appeals would have been inevitable. Costs would have mounted and recovery would have been  
16 delayed if not denied, thereby reducing the benefits of an ultimate victory. The Settlement confers  
17 substantial benefits upon the Class. Based upon their evaluation, Plaintiff and Class Counsel have  
18 determined that the Settlement set forth in the Agreement is in the best interest of the Class.

19 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's  
20 defenses to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary  
21 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares  
22 favorably to the value of the claims. Based upon 2,552 Class Members who collectively worked an  
23 estimated 68,538 workweeks, the Gross Settlement Amount provides an average value of \$509 per Class  
24 Member and \$18.96 per workweek and, after deductions, the Net Settlement Amount provides an average  
25 recovery of \$301.12 per Class Member and a recovery of \$11.21 per workweek. The calculations to  
26 compensate for the amount due for the Class at the time of the mediation were calculated by Berger  
27 Consulting, Plaintiff's damage expert. As to the Class whose claims are at issue in this Action, Plaintiff  
28 used the expert to analyze the data and determine the potential unpaid wages for the employees. The

1 maximum potential damages were calculated to be \$1,356,687 for the alleged unpaid wages for off-the-  
2 clock work at one hour per week, \$88 for alleged underpaid overtime wages due to the alleged  
3 miscalculation of the regular rate, \$1,445 for alleged underpaid meal premiums and sick pay due to the  
4 alleged miscalculation of the result rate, \$0 for alleged meal period damages based upon a 7.5% potential  
5 violation rate for all shifts worked observed in the time records because the meal premiums paid exceeded  
6 the alleged violations, \$109,339 for alleged rest period damages based upon the same 7.5% potential  
7 violation rate that was observed for meal period records, \$106,965 for alleged unreimbursed cell-phone  
8 expenses at \$5 per month. As a result, the total damage valuation was calculated such that Defendant was  
9 subject to a maximum damage claim in the amount of \$1,574,525. As to potential penalties, Plaintiff  
10 calculated that potential waiting time penalties were a maximum of \$5,908,645, depending on the  
11 predicate violation, and potential maximum wage statement penalties were \$1,542,200.<sup>2</sup> Defendant  
12 vigorously disputed Plaintiff's calculations and exposure theories. Consequently, the Gross Settlement  
13 Amount of \$1,300,000 represents more than 82% of the maximum value of the alleged damages at issue  
14 in this case at the time this Settlement was negotiated.<sup>3</sup> Importantly, the recent decision that good faith  
15 belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065  
16 (2024), could completely negate the claims for waiting time and wage statement penalties, even if wages  
17 were owed to the Class. The above maximum calculations should then be realistically risk-adjusted in  
18 consideration for both the risk of class certification and the risk of establishing class-wide liability on all  
19 claims. Given the amount of the settlement as compared to the potential value of claims in this case and  
20

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21  
22 <sup>2</sup> While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226,  
23 at mediation Plaintiff recognized that these claims were subject to additional, separate defenses asserted  
24 by Defendant, including, a good faith dispute defense as to whether any premium wages for meal or rest  
25 periods or other wages were owed given Defendant's position that Plaintiff and Class Members were  
26 properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There  
27 is no willful failure to pay wages if the employer and employee have a good faith dispute as to whether  
28 and when the wages were due.").

<sup>3</sup> Because the PAGA claim is not a class claim and primarily is paid to the State of California,  
Plaintiff did not included the PAGA claim in this discussion of the value of the class claims. The PAGA  
claim was addressed in the Declaration of Kyle Nordrehaug at ¶33 filed in support of Plaintiff's Motion  
for Preliminary Approval.

1 the defenses asserted by Defendant, this settlement is fair and reasonable.<sup>4</sup> Clearly, the goal of this  
2 litigation has been met.

3 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant  
4 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial  
5 defenses both to liability and to class certification. The maximum and average class member allocation  
6 (in addition to their Individual PAGA Payment) are \$2,876.72 and \$301.77, respectively. *See* Howard  
7 Decl. ¶16. Given the complexities of this case, the defenses, along with the uncertainties of proof and  
8 appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

9 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiff would  
10 prevail against the Defendant's factual and legal defenses. While Plaintiff and Class Counsel believe in the  
11 merits of the claims, Defendant have asserted real and substantial defenses to these claims and to class  
12 certification. Settlement in this case clearly benefits the Class when measuring the strengths of Plaintiff's  
13 case and the risk of establishing class wide liability and damages.

14  
15 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

16 9. **The Agreement For The Payment of Fees and Expenses Is Appropriate And Should Be**  
17 **Enforced**

18 (a) Class Counsel successfully negotiated a class action settlement which provides for a common  
19 fund settlement to be paid by Defendant to the Class in the amount of One Million Three Hundred  
20 Thousand Dollars (\$1,300,000). (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties  
21 agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class

22  
23  
24 <sup>4</sup> See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a  
25 settlement where the settlement amount constituted approximately 25% of the estimated overtime  
26 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at \*12  
27 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents  
28 approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v.*  
*Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action  
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.  
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"  
of maximum valuation).

1 Counsel Fees Payment.<sup>5</sup> (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests  
2 approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement  
3 Amount.

4 (b) In the class action context, that means “attempting to award the fee that informed private  
5 bargaining, if it were truly possible, might have reached.” Here, informed arms-length bargaining between  
6 experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third of the  
7 Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees.  
8 Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in an  
9 equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate market  
10 value of the award requested.

11 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be  
12 approved. The requested fee award was bargained for during arms’ length adversarial bargaining by  
13 counsel for each of the parties as part of the Settlement.

14  
15 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value  
16 Created for the Benefit of the Class

17 (a) As part of the settlement, the Parties agreed to an award of attorneys’ fees equal to one-third  
18 of the Gross Settlement Amount of \$1,300,000, which equals \$433,333 for attorneys’ fees. As part of  
19 the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses  
20 incurred as per Class Counsel's billing statement in an amount not to exceed \$40,000. Finally, Defendant  
21 also agreed that Plaintiff can be awarded a Class Representative Service Payment in the amount of \$10,000  
22 as her service award under the Agreement.

23 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases involving a  
24 significant contingent risk such as this one. Our legal system places unique reliance on private litigants to  
25 enforce substantive provisions of employment law through class actions. Therefore, attorneys providing  
26

27  
28 <sup>5</sup> The Agreement provides for a fee award not to exceed 35%, however, Class Counsel seeks a fee  
award equal to a lower amount of one-third (1/3).

1 these substantial benefits should be paid an award equal to the amount negotiated in private bargaining  
2 that takes place in the legal market place.

3 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour  
4 and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank  
5 with his fee. The attorney working on a contingent basis can only log hours while working without pay  
6 towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the risk  
7 and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this case,  
8 the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent fee  
9 market risk in this all or nothing contingent fee case wherein the necessity and financial burden of private  
10 enforcement makes the requested award appropriate. This case was litigated on a contingent basis for over  
11 one year, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am aware of other  
12 similar cases where the court dismissed the class allegations or denied class certification. Under such  
13 circumstances, courts have held that a risk multiplier must be applied to the fee award.

14 (d) Here, the contingent nature of the fee award, both from the point of view of eventual  
15 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee  
16 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the  
17 successful prosecution of the action, were present here. Attorneys' fees in this case were not only  
18 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their  
19 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which  
20 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the multiplier  
21 approved in other cases.

22 (e) At the time this case was brought, the result was far from certain as discussed above at  
23 paragraphs 8(a) and 8(b).

24 (f) The Settlement was possible because Defendant recognized the risks that Plaintiff could  
25 potentially prevail on any or all of the contested issues regarding liability, and obtain class certification.  
26 In successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour  
27 and class action litigation. The high quality of the Class Counsel's work in this case was mandated by the  
28 vigorous defense presented by counsel for Defendant. Over the last years of litigation, Class Counsel was

1 required to invest substantial time and resources in investigation, litigation, the determination of potential  
2 damages and communicating with and responding to opposing counsel's and class members' requests and  
3 inquiries.

4 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego  
5 compensable hourly work on other cases to devote the necessary time and resources to this contingent  
6 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent  
7 fee work in this case which could potentially have paid nothing.

8 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of  
9 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very  
10 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be  
11 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by Plaintiff  
12 and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class Counsel  
13 has previously litigated cases and advanced costs, but received no recovery. To date, Class Counsel  
14 advanced more than \$23,000 in costs which could not have been recovered if this case had been lost. The  
15 Plaintiff also undertook the risk of liability for Defendant's costs had this case not succeeded, as well as  
16 other potential negative financial ramifications from having sued Defendant on behalf of the Class.  
17 Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on Plaintiff  
18 also support the requested awards.

19 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the  
20 reasonableness of a percentage figure." *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.  
21 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$433,333 is  
22 also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing**  
23 **records for Class Counsel evidence that through December 31, 2025, Class Counsel's total lodestar**  
24 **is \$165,227.50, with significant additional fees still to be incurred to complete final approval and**  
25 **the settlement process. Exhibit #3.** The requested fee award is therefore currently equivalent to Class  
26 Counsel's total lodestar with a reasonable multiplier cross-check of less than 2.7, and there will be  
27 additional lodestar incurred by Class Counsel to complete the settlement process and manage the  
28 settlement distribution and reports. As evidenced by the billing, Class Counsel's work was efficiently

1 performed and highly successful, and Class Counsel should not be punished for efficient and successful  
2 litigation. As a result, this Court may conclude that the requested award is fair and reasonable and is  
3 justified under California law.

4 (j) Counsel retained on a contingency fee basis, whether in private matters or in representative  
5 litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent fee schedule  
6 in order to compensate for both the risks and the delay in payment for the simple fact that despite the most  
7 vigorous and competent of efforts, success is never guaranteed. This is particularly true here where Class  
8 Counsel has prosecuted this case on a contingency basis for two years. Indeed, if counsel is not adequately  
9 compensated for the risks inherent in difficult class actions, competent attorneys will be discouraged from  
10 prosecuting similar cases.

11 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior  
12 Court, Case No. JCCP 4919), Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage  
13 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County  
14 Superior Court Case No. JCCP 4957), Judge William Claster awarded Class Counsel a one-third award  
15 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco  
16 Superior Court Case No. CGC-16-550847), Judge Ethan Schulman awarded Class Counsel a one-third  
17 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*  
18 (Los Angeles County Superior Court Case No. BC564369), Judge Amy Hogue awarded Class Counsel  
19 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los  
20 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third  
21 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*  
22 (Los Angeles Superior Court Case No. JCCP4837), Judge David Cunningham awarded a one-third fee  
23 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*  
24 *Company* (San Bernardino Superior Court Case No. CIVDS2010856), Judge David Cohn awarded a  
25 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*  
26 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004), Judge Maren Nelson awarded a one-third  
27 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.* (San  
28 Francisco Superior Court Case No. CGC-20-587665), Judge Richard Ulmer awarded a one-third fee

1 award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric*  
2 *LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-  
3 third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management*  
4 *LLC* (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a  
5 one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v.*  
6 *Health Net of California, Inc.* (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS),  
7 Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.  
8 On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.* (San Francisco Superior Court Case No. CGC-20-  
9 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action  
10 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,  
11 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action  
12 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior  
13 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour  
14 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior  
15 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage  
16 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County  
17 Superior Court Case No. 21C-0105), Judge Melissa D’Morias awarded a one-third fee award in a wage  
18 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino  
19 County Superior Court Case No. CIVSB2127657), Judge David Cohn awarded a one-third fee award in  
20 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento  
21 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award  
22 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart* (San Bernardino County  
23 Superior Court Case No. CIVDS2023061), Judge Joseph T. Ortiz awarded a one-third fee award in a  
24 wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County  
25 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage  
26 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See’s Candies* (San Mateo  
27 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award  
28 in a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center*

(Contra Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

12. **The contemporaneous billing records for Class Counsel evidence that through December 31, 2025, Class Counsel's total lodestar is \$165,227.50, with significant additional fees still to be incurred to complete final approval and the settlement process.** From January 2, 2024, to December 31, 2025, my firm worked on this matter for over 218 hours, with hourly rates for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$165,227.50. The requested fee award is therefore currently equivalent to Class Counsel's total lodestar with a reasonable multiplier cross-check of 2.6, and there will be additional lodestar incurred by Class Counsel to complete the settlement process and manage the settlement distribution and reports. A detailed breakdown of the total fees and the services performed by the firm on this case is attached hereto as Exhibit #3. In addition, Class Counsel will be performing significant additional work that is not included in this lodestar amount, including finalizing the final approval motion, attending the hearing on final approval, and monitoring completion of the settlement process. I expect this additional work will result in \$20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these are the charges that would be made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is attached hereto as Exhibit # 4. These hourly rates have been approved

1 by Court's throughout California, including the Courts in the Superior Court of California. In fact, on  
2 August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally  
3 appear reasonable and 'in line with those prevailing in the [relevant] community'—the Central District of  
4 California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing  
5 such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the  
6 National Law Journal Billing Survey. *See e.g. Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014  
7 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for  
8 partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when compared  
9 within 21 other firms practicing in the Southern District of California.) This survey is useful to show that  
10 Class Counsel's rates are in line with the comparable rates of the defense counsel that opposes these types  
11 of class claims, such as Mayer Brown noted above who is defense counsel in cases currently being  
12 prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing  
13 counsel in many cases prosecuted by Class Counsel, charges rates as high as \$875 for partners and \$535  
14 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, charges between  
15 \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Class Counsel  
16 for comparable work are less than these examples, and are therefore undoubtedly reasonable. Therefore,  
17 the requested fee award as a percentage of the fund is supported by the currently lodestar incurred with  
18 a reasonable multiplier which will be even less by the completion of the settlement. This is comparable  
19 to the multipliers approved in other cases. The requested award is therefore reasonable viewed by the  
20 Lodestar/Multiplier cross-check.

21  
22 13. Litigation Expenses. The Agreement provides at paragraph 3.2(b), that Class Counsel may  
23 seek a "Class Counsel Litigation Expenses Payment of not more than \$40,000." Class Counsel requests  
24 reimbursement for incurred litigation expenses and costs in the amount of \$23,627.37 based upon  
25 counsel's billing records, which is less than the "not to exceed" amount. These litigation expenses include  
26 filing fees, mediation expenses, expert expenses (Berger Consulting), and attorney service charges  
27  
28

1 (OneLegal, Knox), all of which are costs normally billed to the client.<sup>6</sup> The details of the litigation  
2 expenses incurred are set forth in my firm's billing statement attached hereto as Exhibit #3. These costs  
3 were reasonably incurred in the prosecution of the Action.

4  
5 Service Awards

6 14. For her service as the only class representative, Plaintiff should be awarded the agreed  
7 service award of \$10,000 in accordance with the Agreement for her time, risk and effort expended on  
8 behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendant has agreed to this  
9 payment and there have been no objections to the requested service award. Plaintiff's Declaration is  
10 submitted in support of this request and are attached hereto as Exhibit #5. As the only representative of  
11 the Class, Plaintiff performed her duties to the Class admirably and without exception. Plaintiff worked  
12 extensively with Class Counsel during the course of the litigation, responding to numerous requests,  
13 searching for documents, working with counsel, and reviewing the settlement documentation. As set forth  
14 in the Agreement, Plaintiff is also providing a comprehensive release as part of the Settlement, far beyond  
15 the class release. Plaintiff's Declaration details the involvement, stress and risks she undertook as a result  
16 of this Action. Plaintiff also assumed the serious risk that she might possibly be liable for costs and fees  
17 to Defendant, as well as the reputational risk of being "blacklisted" by other future employers for having  
18 filed a class action on behalf of fellow former employees. Without the Plaintiff's participation, cooperation  
19 and information, no other employees would be receiving any benefit. The payment of service awards to  
20 successful class representatives is appropriate and the amount of \$10,000 is well within the currently  
21 awarded range for similar settlements. The requested award is also reasonable by reference to the amounts  
22 that other California courts have found to be reasonable in wage and hour class action settlements:  
23 *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at \*11 (C.D. Cal. 2022) (finding  
24 that the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*,

25  
26 <sup>6</sup> Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821  
27 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging, photocopying,  
28 long-distance telephone calls, computer legal research, postage, courier service, mediation, exhibits,  
documents scanning, and visual equipment are typically recoverable." *Rutti v. Lojack Corp., Inc.*, 2012  
WL 3151077, at \*12 (C.D. Cal. 2012).

1 2019 U.S. Dist. LEXIS 149865, at \*19 (N.D. Cal. 2019) (granting request for \$12,500 service award);  
2 *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving two service  
3 awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, \*7 (S.D.  
4 Cal. 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Holman*  
5 *v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where  
6 class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing  
7 \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an individual action);  
8 *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at \*51-\*52 (N.D. Cal. 2007) (awarding \$25,000  
9 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No.  
10 BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding \$25,000 service award);  
11 *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. 2011) (awarding  
12 \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los  
13 Angeles County Superior Court (Apr. 21, 2011) (awarding \$15,000 service award); *Mares v. BFS Retail*  
14 *& Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24,  
15 2010) (awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A.  
16 County Superior Court (Dec. 12, 2012) (awarding \$10,000 service awards to three named plaintiffs); *Blue*  
17 *v. Coldwell Banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court  
18 (Mar. 21, 2011) (awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No.  
19 BC394795, Los Angeles County Superior Court (June, 11, 2010) (awarding \$10,000 service awards);  
20 *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct.  
21 3, 2013) (awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No.  
22 BC391958, Los Angeles County Superior Court (May 27, 2011) (awarding \$10,000 service award);  
23 *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior  
24 Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. Sunglass Hut Int'l, Inc.*, Case No.  
25 BC422934, Los Angeles County Superior Court (July 2, 2012) (awarding \$10,000 service award);  
26 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,  
27 (Aug. 19, 2011) (awarding \$10,000 service award together with additional compensation for their general  
28 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29,

2010) (awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010) (awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013) (awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011) (awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013) (awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011) (awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx) (C.D. Cal. June 22, 2010) (awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012) (awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012) (awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013) (awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011) (awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013) (awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010) (awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case No. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

15. The requested service awards are also reasonable in light of the reputational risk that Plaintiff assumed in bringing this action against her former employer. Plaintiff put her future employment prospects at risk by becoming a class representative as the fact that she filed a lawsuit "is searchable on the internet and may become known to prospective employers when evaluating" him for employment. *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, \*20 (S.D.N.Y. Oct. 28, 2011).

1 Employers routinely screen employee candidates to determine whether they have ever filed a suit against  
2 other employers, allowing them to screen out the litigious candidates. An entire industry exists that allows  
3 employers to run extensive background searches on potential employees. Companies who provide these  
4 services specifically highlight the fact that their services allows employers to weed out litigious  
5 employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a  
6 prospective employee is likely to sue" the employer, through background checks and other means, to  
7 screen out these employees.<sup>7</sup> Onicra Credit Rating Agency states: "Background screening has become  
8 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture,  
9 employers simply cannot afford to hire employees who will put their company at risk."<sup>8</sup> PreciseHire also  
10 offers employment screening and similarly warns "with today's business climate being extremely  
11 competitive and highly litigious, conducting pre employment background checks has become a necessity."<sup>9</sup>

12 16. As a result, Class Counsel respectfully requests approval of the application for award of  
13 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation  
14 expenses in the amount of \$23,627.37, and approval of the requested service awards to the Plaintiff.

15 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.  
16 The Class Counsel Fees Payment awarded shall be allocated 75% Blumenthal Nordrehaug Bhowmik De  
17 Blouw LLP and 25% to the Gomez Law Firm.

18 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
19 true and correct. Executed this 31<sup>st</sup> day of December , 2025, at San Diego, California.

20 /s/ Norman Blumenthal  
21 NORMAN B. BLUMENTHAL  
22  
23  
24

25 <sup>7</sup> [www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees](http://www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees).

26 <sup>8</sup> <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 <sup>9</sup> [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/)  
28 [have-become-a-busines-necissity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/).

**EXHIBIT #1**

**Blumenthal Nordrehaug Bhowmik De Blouw LLP**

2255 Calle Clara, La Jolla, California 92037

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**FIRM RESUME**

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

**ATTORNEY BIOGRAPHIES**

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Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

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Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

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Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

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Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

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Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

**Charlotte James**

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Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

**Scott Blumenthal**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

**Sergio Julian Puche**

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Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

**Trevor Moran**

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Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

**Adolfo Sanchez Contreras**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

**Brooke Wilkinson Waldrop**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

Educated: Westminster University (B.A. 2004); University of Utah (J.D. 2008)

**REPORTED CASES**

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9<sup>th</sup> Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4<sup>th</sup> 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9<sup>th</sup> Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was

no additional standing rules for PAGA claim brought by independent contractor); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E\*Trade Mortg. Corp., 514 F.3d 1001 (9<sup>th</sup> Cir. 2008); Silvas v. E\*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9<sup>th</sup> Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3<sup>rd</sup> Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9<sup>th</sup> Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co.,

LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

### **CLASS ACTION & REPRESENTATIVE CASES**

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stweart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente

v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEb-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compig Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court

District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United States District Court, Central District of California; U.S. Court of Appeals 9<sup>th</sup> Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E\*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133

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v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9<sup>th</sup> Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart

Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoire Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior

Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinart of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnight LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank - San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo

County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc.– Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC– Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC– Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc.– Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc.– U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc.– U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc.– San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No.

18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. –

Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCV30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior

Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. \_\_\_\_; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior

Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

**EXHIBIT #2**

## CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Tawnee Rios (“Plaintiff”) and defendant Barnes & Noble College Booksellers, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

### 1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” collectively means the Plaintiff’s lawsuits alleging wage and hour violations against Defendant captioned: (1) *Tawnee Rios v. Barnes & Noble College Booksellers, LLC*, Case No. BCV-24-101007, initiated on March 20, 2024 and pending in Superior Court of the State of California, County of Kern; and (2) *Tawnee Rios v. Barnes & Noble College Booksellers, LLC*, Case No. 24CV433577, PAGA letter sent on December 6, 2023, filed on March 20, 2024, and pending in Superior Court of the State of California, County of Santa Clara.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “PAGA Employees” means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means 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.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”) and John Gomez of Gomez Law Firm (“GLF”).
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the

Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an PAGA Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from March 20, 2020 to the earlier of preliminary approval or March 17, 2025 (subject to any changes required by Paragraph 9).
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of Kern.
- 1.17. “Defendant” means Barnes & Noble College Booksellers, LLC.

- 1.18. “Defense Counsel means Mary Dollarhide, Taylor Wemmer, and Joseph J. Kim of DLA Piper LLP (US).
- 1.19. “Effective Date” means the date by which the Court’s order granting Final Approval of the Settlement becomes final and is no longer subject to appeal. Such order becomes final upon the following events: (i) upon the Court issuing an order granting Final Approval of the Settlement and the time to file appeals has run or (ii) in the event there are written objections filed prior to the final approval hearing which are not thereafter withdrawn prior to the hearing, the expiration of time to file appeals, or the resolution of any appeals filed.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means One Million Three Hundred Thousand Dollars (\$1,300,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes the employer’s share of payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages. The employer’s share of payroll taxes shall not be paid from the Gross Settlement Amount and shall be a separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the PAGA Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement. The caption of such judgment will read “Final Approval Order and Judgment Approving Settlement with No Admission of Liability.”

- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which a PAGA Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from March 20, 2023 to the earlier of preliminary approval or March 17, 2025 (subject to any changes required by Paragraph 9).
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s December 6, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Employees (\$7,500) and the 75% to LWDA (\$22,500) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Tawnee Rios, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means 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 this 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.

- 1.39. "Released PAGA Claims" means 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.
- 1.40. "Released Parties" means 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.
- 1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and PAGA Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.43. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

1.44. “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.

## **2. RECITALS**

### **The Class Action**

2.1. On March 20, 2024, Plaintiff filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Kern (the “Class Action”). Plaintiff’s Class Action complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; .
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and
- (i) Failed to pay sick pay wage in violation of California Labor Code § 201-203, 233 and 246.

2.2. On June 28, 2024, Defendant filed an answer to Plaintiff’s Class Action Complaint, asserting fifty-four (54) affirmative defenses.

### **The PAGA Action**

2.3. 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”). Plaintiff’s Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of 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 the applicable Wage Order(s).

- 2.4. On June 28, 2024, Defendant filed an answer to Plaintiff's Representative Action Complaint, asserting forty-seven (47) affirmative defenses.

### **Pleading Amendment**

- 2.5. As part of this Agreement, 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 shall be the operative complaint in the Action (the "Operative Complaint"), which was filed on April 3, 2025.
- 2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

### **Mediation and Settlement**

- 2.7. On December 17, 2024, the Parties participated in an all-day mediation presided over by Monique Ngo-Bonnici, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator's proposal, which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.8. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff, the Class, or PAGA Employees have merit or that Defendant bears any liability to Plaintiff, the Class, or PAGA Employees on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become Effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

2.10. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending class action asserting claims that will be extinguished or affected by the Settlement.

### **3. MONETARY TERMS**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$1,300,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

(a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. Plaintiff shall not opt out of or object to the settlement.

(b) To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be \$455,000, and a Class Counsel Litigation Expenses Payment of not more than \$40,000. Class Counsel Fees Payment should be allocated among Class Counsel as follows: 75% to BNBD, and 25% to GLF. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses

Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$18,200 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than \$18,200, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and PAGA Employees: PAGA Penalties in the amount of \$30,000 to be paid from the Gross Settlement Amount, with 75% (\$22,500) allocated to the LWDA PAGA Payment and 25% (\$7,500) allocated to the Individual PAGA Payments.
  - i. 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 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
  - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment 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.
  - i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The

Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

#### **4. SETTLEMENT FUNDING**

- 4.1. Class Workweeks. Based on its records, Defendant has represented that the Class consists of 2,500 Class Members who collectively worked a total of 65,421 workweeks from March 20, 2020 to December 17, 2024.
- 4.2. Class Data. Not later than fifteen (15) business days after the Court issues its order granting Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

#### **5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT**

- 5.1. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage

prepaid. The face of each check shall prominently state the "void date," which is one hundred eighty (180) days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Employees including Non-Participating Class Members who qualify as PAGA Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or PAGA Employee's check is not cashed within one hundred twenty (120) days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF 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, Plaintiff, Participating Class Members, PAGA Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff's General Release of Claims. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties from any and all federal and state claims, including but not limited to those raised in the Operative Complaint, and those arising from or related to her employment with BNC for the period through and including when the Settlement becomes final ("Plaintiff's General Release"). Plaintiff agrees and understands that Defendant and Plaintiff have had a bona fide dispute regarding, inter alia, wages owed. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

Plaintiff's General Release, however, does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time.

(a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

6.2. Release by Participating Class Members. 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.

6.3. Release of PAGA Claims. 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.

**7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

7.1. Defendant's Responsibilities. Within fourteen (14) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely

affected by the Settlement. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

- 7.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval order to the Administrator.
- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## 8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
  - (b) Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the

Administrator shall update Class Member addresses using the National Change of Address database.

- (c) Not later than seven (7) days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

#### 8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, email address or telephone number, and signature. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the

authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.
- (e) Plaintiff shall not opt out of the settlement.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice was re-mailed). Class Counsel will file all timely objections with the Court and the Parties will have at least 14 days to respond to all filed objections.
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.
- (d) Plaintiff shall not object to the settlement.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). Plaintiff agrees, subject to Court Approval, to the production of this information to Defense Counsel only. The Parties will raise the issue of whether the names of the opt-outs (if any) should be included in the final approval order with the Court during the final approval motion/hearing process only, with no ability for either Party to appeal the Court’s decision on this issue.

- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator's Declaration. Not later than seven (7) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- (f) Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least seven (7) days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

**9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. Should the actual number of Workweeks during the Class Period increase beyond 10%, Defendant

shall have the option of (a) increasing the Gross Settlement Amount by the percentage increase in the number of Workweeks worked by the Class Members above 10% (e.g., if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%), or (b) rolling back the Class Period and PAGA Period to the date in which 71,963 Workweeks are met.

**10. DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

**11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(I), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii)

addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

**12. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

### **13. ADDITIONAL PROVISIONS**

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available

defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). The parties agree that, in connection with final approval of the settlement, that there will be an entry of a judgment in accordance with California Rule of Court 3.769 and the caption of such judgment will read "Final Approval Order and Judgment Approving Settlement with No Admission of Liability."

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Publicity. The Parties agree not to publicize the Settlement in any way. No reference to this settlement, including any reference to a settlement reached with a bookseller, campus store team member, or any other employee of Defendant pursuant to this Agreement and/or the settlement amount, will appear in any advertisement or on any website. The parties and their counsel shall keep this Settlement and its terms confidential except for any and all documents and information which is made a public record as part of the Settlement.
- 13.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will first seek the assistance of a mediator and then the Court for resolution.
- 13.8. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.9. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 13.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.18. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

*To Plaintiffs and the Class:*

Norman B. Blumenthal  
Kyle R. Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
2255 Calle Clara  
La Jolla, CA 92037  
Tel.: (858) 551-1223  
Fax: (858) 551-1232  
E-Mail: [norm@bamlawca.com](mailto:norm@bamlawca.com)  
[kyle@bamlawca.com](mailto:kyle@bamlawca.com)

*To Defendant:*

Mary Dollarhide  
Taylor Wemmer  
Joseph J. Kim

**DLA PIPER LLP (US)**

4365 Executive Drive, Suite 1100

San Diego, CA 92121-2133

Tel.: 858.677.1400

Fax: 858.677.1401

E-Mail: [mary.dollarhide@us.dlapiper.com](mailto:mary.dollarhide@us.dlapiper.com)

[taylor.wemmer@us.dlapiper.com](mailto:taylor.wemmer@us.dlapiper.com)

[joseph.kim@us.dlapiper.com](mailto:joseph.kim@us.dlapiper.com)

13.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of not less than one (1) year starting from the date of the signing of this agreement by all Parties until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.21. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

**14. EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel hereby execute this Agreement.

Dated: 05/21/2025



Plaintiff Tawnee Rios

Dated: 6/20/2025

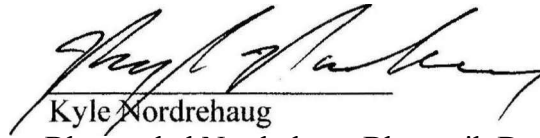
DocuSigned by:  


cynthia origlio [name]

For Defendant Barnes & Noble College Booksellers, LLC

APPROVED AS TO FORM

Dated: 5/22/25

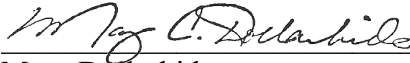


Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP

Attorney for Plaintiff

Dated: 6/20/2025



Mary Dollarhide

DLA Piper LLP (US)

Attorney for Defendant

**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 <<\$ [REDACTED]>> (less withholding) and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to <<be \$ [REDACTED]>>.** 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 << [REDACTED]>> Workweeks during the Class Period and you worked << [REDACTED]>> 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.**

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>You Don’t Have to Do Anything to Participate in the Settlement</b></p>                                                                                                    | <p>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).</p> <p>Additional information is set forth below.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is [REDACTED], 2025.</b></p>                                       | <p>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. <b>If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Class Settlement.</b> 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.</p> <p>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.</p> |
| <p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by [REDACTED], 2025</b></p> | <p>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.</p> <p>See Section 8 of this Notice.</p>                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p><b>You Can Participate in the Final Approval Hearing</b></p>                                                                                                                 | <p>The Court’s Final Approval Hearing is scheduled to take place on _____, at _____ 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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

|                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                      | 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                                                                                                                                                                                                                                |
| <b>You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods</b><br><br><b>Written Challenges Must be Submitted by [REDACTED], 2025</b> | 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 [REDACTED], 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 <<INSERT PRELIMINARY APPROVAL DATE>>. 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 \$ [REDACTED]. 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 << [REDACTED] >> 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 << [REDACTED] >>.**

**[Defendant's records reflect that you worked << [REDACTED] >> 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 << [REDACTED] >>.]**

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 [REDACTED], 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 [REDACTED] or email the dispute to [REDACTED] 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, [REDACTED] (800) [REDACTED].

The Court will hold a Final Approval Hearing on \_\_\_\_\_, at \_\_\_\_\_ 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 [REDACTED], 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 [REDACTED] or email to [REDACTED] 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 [REDACTED]. Written requests for exclusion that are postmarked after [REDACTED], 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 \_\_\_\_\_, 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](http://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 [REDACTED], 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

\_\_\_\_\_ or email to \_\_\_\_\_. 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: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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:**

Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik DeBlouw LLP  
2255 Calle Clara  
La Jolla, CA 92037  
Tel.: (858) 551-1223  
Fax: (858) 551-1232  
E-Mail: [kyle@bamlawca.com](mailto:kyle@bamlawca.com)

**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 \_\_\_\_\_, 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](http://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 [REDACTED] or write to *Rios v. Barnes & Noble College Booksellers* Administrator, c/o [REDACTED].

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](http://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](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.

**EXHIBIT "B"**

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  
situated,

Plaintiffs,

vs.

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

Defendants.

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

**[PROPOSED] PRELIMINARY  
APPROVAL ORDER**

Hearing Date:  
Hearing Time:

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

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

PRELIMINARY APPROVAL ORDER

1 This matter, having come before the Honorable T. Mark Smith of the Superior Court of the  
2 State of California, in and for the County Kern, on \_\_\_\_\_[DATE], for the motion by  
3 Plaintiff Tawnee Rios (“Plaintiff”) for preliminary approval of the class settlement with Defendant  
4 Barnes & Noble College Booksellers, LLC (“Defendant”). The Court, having considered the  
5 briefs, argument of counsel and all matters presented to the Court and good cause appearing,  
6 hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

7  
8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement  
10 Agreement (“Agreement”) attached as Exhibit \_\_\_\_ to the Declaration of Kyle Nordrehaug in  
11 Support of Plaintiff’s Motion for Preliminary Approval of Class Action 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  
16 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. The Gross Settlement Amount is One Million Three Hundred Thousand Dollars  
18 (\$1,300,000). It appears to the Court on a preliminary basis that the settlement amount and terms  
19 are fair, adequate and reasonable as to all potential Class Members when balanced against the  
20 probable outcome of further litigation and the significant risks relating to certification, liability and  
21 damages issues. It further appears that investigation and research have been conducted such that  
22 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears  
23 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as  
24 well as avoid the delay and risks that would be presented by the further prosecution of the Action.  
25 It further appears that the Settlement has been reached as the result of serious and non-collusive,  
26 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,

1 adequate, and reasonable when balanced against the probable outcome of further litigation and the  
2 significant risks relating to certification, liability, and damages issues.

3 4. The Agreement specifies an attorneys' fees award not to exceed 35% of the Gross  
4 Settlement Amount, an award of litigation expenses incurred, not to exceed \$35,000, and proposed  
5 Class Representative Service Payment to the Plaintiff in an amount not to exceed \$10,000. The  
6 Court will not approve the amount of attorneys' fees and costs, nor the amount of any service  
7 award, until the Final Approval Hearing.

8 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to  
9 certification of a class for settlement purposes only. This stipulation will not be deemed  
10 admissible in this or any other proceeding should this Settlement not become final. For settlement  
11 purposes only, the Court conditionally certifies the following Class: "all individuals who are or  
12 were previously employed by Defendant in California and classified as non-exempt employees at  
13 any time during the Class Period." The Class Period is March 20, 2020 through March 17, 2025.

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

24 7. The Court provisionally appoints Plaintiff as the representative of the Class. The  
25 Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP and the Gomez  
26 Law Firm as Class Counsel for the Class.

1           8.       The Court hereby approves, as to form and content, the Court Approved Notice of  
2 Proposed Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”)  
3 attached to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and  
4 accurately inform the Class of all material elements of the proposed Settlement, of the Class  
5 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each  
6 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the  
7 distribution of the Class Notice substantially in the manner and form set forth in the Agreement  
8 and this Order meets the requirements of due process, is the best notice practicable under the  
9 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The  
10 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in  
11 the Agreement.

12           9.       The Court hereby appoints ILYM Group, Inc. as the Administrator. No later than  
13 fifteen (15) business days after preliminary approval of the Settlement by the Court, Defendant  
14 shall provide to the Administrator an electronic spreadsheet with the Class Data. The  
15 Administrator will perform address updates and verifications as necessary prior to the mailing of  
16 the Class Notice. Using best efforts to mail it as soon as possible, and in no event later than 14  
17 days after receiving the Class Data, the Administrator will mail the Class Notice Packets to all  
18 Class Members via first-class U.S. Mail. Before mailing Class Notices, the Administrator shall  
19 update Class Member addresses using the National Change of Address database.

20           10.      The Court hereby preliminarily approves the proposed procedure for exclusion  
21 from the Settlement. Any Class Member may individually choose to opt out of and be excluded  
22 from the Class as provided in the Class Notice by following the instructions for requesting  
23 exclusion from the Class that are set forth in the Class Notice. All Requests for Exclusion must be  
24 postmarked by no later than the Response Deadline, which is sixty (60) calendar days after the  
25 date of the mailing of the Class Notice and be received by the Administrator. If the Class Notice  
26 Packet is re-mailed, the Response Deadline will be extended an additional 14 days. Any such  
27 person who chooses to opt out of and be excluded from the Class will not be entitled to any

1 recovery under the class portion of the Settlement and will not be bound by the class portion of the  
2 Settlement or have any right to object, appeal or comment thereon. Class Members who have not  
3 requested exclusion shall be bound by all determinations of the Court, the Agreement and the  
4 Judgment. A Request for Exclusion may only opt out that particular individual, and any attempt  
5 to effect an opt out of a group, class, or subclass of individuals is not permitted and will be  
6 deemed invalid. Subject to the Court's final approval of the Settlement, the PAGA Employees  
7 will be paid their allocation of the PAGA Penalties and will remain bound by the release of the  
8 Released PAGA Claims.

9       11. Any Class Member who has not opted out ("Participating Class Member") may  
10 appear at the final approval hearing and may object or express the Member's views regarding the  
11 Settlement and may present evidence and file briefs or other papers that may be proper and  
12 relevant to the issues to be heard and determined by the Court as provided in the Notice.  
13 Participating Class Members will have until the Response Deadline, which is sixty (60) calendar  
14 days from the date of the mailing of the Class Notices, to submit their written objections to the  
15 Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet  
16 is re-mailed, the Response Deadline for written objections will be extended an additional 14 days.  
17 Alternatively, Participating Class Members may appear at the Final Approval Hearing to make an  
18 oral objection.

19       12. A Final Approval Hearing shall be held before this Court on \_\_\_\_\_  
20 \_\_\_\_\_, at \_\_\_\_\_ a.m. in Department T-2 of the Kern County Superior Court to  
21 determine all necessary matters concerning the Settlement, including: whether the proposed  
22 settlement of the Action on the terms and conditions provided for in the Agreement is fair,  
23 adequate and reasonable and should be finally approved by the Court; whether the Final Approval  
24 Order and Judgment should be entered herein; whether the plan of allocation contained in the  
25 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to  
26 finally approve attorneys' fees and costs, the service award, and the expenses of the Administrator.  
27 All papers in support of the motion for final approval and for attorneys' fees, costs and service  
28

1 award, to be heard at the Final Approval Hearing, shall be filed with the Court and served on all  
2 counsel no later than sixteen (16) court days before the hearing.

3       13.     Neither the Settlement nor any exhibit, document, or instrument delivered  
4 thereunder shall be construed as a concession or admission by Defendant in any way that the  
5 claims asserted have any merit or that this Action was properly brought as a class or representative  
6 action, and shall not be used as evidence of, or used against Defendant as, an admission or  
7 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or  
8 omission by Defendant or with respect to the truth of any allegation asserted by any person.  
9 Defendant has denied that it has done anything wrong and disputes all the claims in this Action.  
10 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,  
11 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts  
12 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or  
13 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,  
14 evidence of a presumption, concession, indication or admission by Defendant of any liability,  
15 fault, wrongdoing, omission, concession or damage.

16       14.     In the event the Settlement does not become effective in accordance with the terms  
17 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to  
18 become effective for any reason, this Order shall be rendered null and void and shall be vacated,  
19 and the Parties shall revert to their respective positions as of before entering into the Agreement,  
20 and expressly reserve their respective rights regarding the prosecution and defense of this Action,  
21 including all available defenses and affirmative defenses, and arguments that any claim in the  
22 Action could not be certified as a class action and/or managed as a representative action. In such  
23 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or  
24 referred to in litigation for any purpose.

25       15.     The Court reserves the right to adjourn or continue the date of the final approval  
26 hearing and all dates provided for in the Agreement without further notice to Class Members and  
27

1 retains jurisdiction to consider all further applications arising out of or connected with the  
2 proposed Settlement.

3       16.     The Action is stayed and all trial and related pre-trial dates, if any, are vacated,  
4 subject to further orders of the Court at the Final Approval Hearing.

5       **IT IS SO ORDERED.**

6  
7 Dated: \_\_\_\_\_

\_\_\_\_\_  
HON. T. MARK SMITH  
JUDGE, SUPERIOR COURT OF CALIFORNIA

**EXHIBIT "C"**

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  
situated,

Plaintiff,

vs.

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

Defendants.

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

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

Hearing Date:  
Hearing Time:

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 \_\_\_\_\_ 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 \_\_\_\_\_, the Court granted preliminary approval of the Settlement. At  
26 this same time, the Court approved conditional certification of the Class for settlement purposes  
27 only.

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



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. \_\_\_\_  
8 objections were received. \_\_\_\_\_ requests for exclusion were received.

9 e. The participation rate was high. \_\_\_\_\_ Participating Class Members will  
10 be mailed a settlement payment, representing \_\_\_\_% 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 \$455,000 for attorneys' fees, representing one-third of the Gross  
20 Settlement Amount, and \$ \_\_\_\_\_ for litigation costs and expenses, is reasonable, in  
21 light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the  
22 results 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 \$ \_\_\_\_\_ to the Plaintiff is reasonable in light

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

1 of 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 \$ \_\_\_\_\_ 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:  
27

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

15. The certification of the Class for the purposes of settlement is confirmed. The Class is defined as follows:

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).

16. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion (“opt out”) from the Class. [INSERT REFERENCE TO IDENTIFY ANY OPT OUTS BY EMPLOYEE ID NUMBER].

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

18. Class Counsel are awarded attorneys' fees in the amount of \$455,000 and costs in the amount of \$\_\_\_\_\_. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff or members of the Class.

19. The payment of the Class Representative Service Payment in the amount of \$\_\_\_\_\_ to the Plaintiff is approved.

20. The payment of \$ \_\_\_\_\_ to the Administrator for their fees and expenses is approved.

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

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

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

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.

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.

23       ///

24       ///

25       ///

26       ///

27       ///

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

6  
7 Dated: \_\_\_\_\_

8  
9 HON. T. MARK SMITH  
JUDGE, SUPERIOR COURT OF CALIFORNIA

**EXHIBIT #3**

# Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA  
LA JOLLA, CA - California 92037-3107

## INVOICE

Invoice # 1  
Date: 12/31/2025  
Due On: 01/30/2026

Tawnee Rios  
3805 Ora Vista Avenue  
Bakersfield, CA 93309

**CA3009**

### Barnes & Nobles College Booksellers, LLC

#### Services

| Attorney | Date       | Notes                                                                                                                                                                                                    | Quantity | Rate     | Total      |
|----------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|------------|
| NDB      | 08/13/2023 | Review and analyze original intake notes. Legal research regarding related litigation in State and Federal Court. Review Defendant's business operations in CA. Discuss facts and claims with Plaintiff. | 3.80     | \$850.00 | \$3,230.00 |
| NDB      | 08/15/2023 | Review and analyze entire employment file for legal claims. Review all paystubs. Legal research wage and hour claims. Obtain background facts from Plaintiff for complaint.                              | 4.00     | \$850.00 | \$3,400.00 |
| NDB      | 08/18/2023 | Review and analyze Plaintiff's individual claims for retaliation and off the clock work tasks. Legal research regarding the same.                                                                        | 2.20     | \$850.00 | \$1,870.00 |
| NDB      | 08/20/2023 | Review facts and law. Draft complaint.                                                                                                                                                                   | 3.40     | \$850.00 | \$2,890.00 |
| NDB      | 09/08/2023 | Review and research meal and rest break claims. Draft complaint.                                                                                                                                         | 2.80     | \$850.00 | \$2,380.00 |
| NDB      | 10/12/2023 | Review case file. Analyze PAGA website for related filings. Discuss claims with Plaintiff. Finish drafting complaint.                                                                                    | 2.90     | \$850.00 | \$2,465.00 |
| NDB      | 10/18/2023 | Review case file. Draft internal case notes memo detailing facts and specific violations.                                                                                                                | 2.00     | \$850.00 | \$1,700.00 |
| NDB      | 12/06/2023 | Review and analyze PAGA claims. Research PAGA penalties. Draft PAGA Notice.                                                                                                                              | 2.00     | \$850.00 | \$1,700.00 |

|     |            |                                                                                                                                                                                                                                |      |          |            |
|-----|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| JH  | 01/02/2024 | Review/analyze docs in file; create exhibit book and update case notes                                                                                                                                                         | 2.00 | \$750.00 | \$1,500.00 |
| JH  | 02/05/2024 | Revie file; correspondence with defense counsel re introductory call                                                                                                                                                           | 0.40 | \$750.00 | \$300.00   |
| JH  | 02/06/2024 | Review/analyze file; prepare for and attend meet and confer introductory call with defense counsel; advise team                                                                                                                | 1.00 | \$750.00 | \$750.00   |
| JH  | 03/04/2024 | F/u corresp. with defense counsel re mediation numbers                                                                                                                                                                         | 0.30 | \$750.00 | \$225.00   |
| RE  | 03/15/2024 | Review case notes/damage analysis                                                                                                                                                                                              | 0.75 | \$675.00 | \$506.25   |
| RE  | 03/15/2024 | Review & analyze employment file documents                                                                                                                                                                                     | 3.00 | \$675.00 | \$2,025.00 |
| KN  | 03/15/2024 | Review draft complaint and case notes; advise RE                                                                                                                                                                               | 0.80 | \$950.00 | \$760.00   |
| RE  | 03/16/2024 | Review, edit & revise class action complaint; finalize draft complaint                                                                                                                                                         | 3.00 | \$675.00 | \$2,025.00 |
| KN  | 03/16/2024 | Review documents and analysis from staff; analyze facts and claims; provide input                                                                                                                                              | 2.00 | \$950.00 | \$1,900.00 |
| NDB | 03/19/2024 | Review PAGA notice and PAGA claims. Review and revise PAGA Only complaint. Discuss with R. Ehmann. Status update to Plaintiff.                                                                                                 | 1.70 | \$850.00 | \$1,445.00 |
| RE  | 03/20/2024 | Draft summons & civil case cover sheet re class action                                                                                                                                                                         | 0.50 | \$675.00 | \$337.50   |
| RE  | 03/20/2024 | Review & finalize class action complaint package; file in Kern Sup. Ct.                                                                                                                                                        | 0.75 | \$675.00 | \$506.25   |
| JH  | 03/20/2024 | Review file; f/u with defense counsel re class composition to propose mediators                                                                                                                                                | 0.30 | \$750.00 | \$225.00   |
| RE  | 03/20/2024 | Draft PAGA only complaint; draft summons & civil case cover sheet; review & finalize; file in Santa Clara Sup. Ct.                                                                                                             | 4.50 | \$675.00 | \$3,037.50 |
| RE  | 03/21/2024 | Review court returned documents re PAGA action; review docket; memo to firm re judicial/ department assignment & status of initial case management conference                                                                  | 0.75 | \$675.00 | \$506.25   |
| RE  | 03/21/2024 | Provide notice to LWDA of PAGA action filing                                                                                                                                                                                   | 0.40 | \$675.00 | \$270.00   |
| HD  | 03/21/2024 | Review filed Paga complaint. Add case to Master Case Sheet. Create Case Management Flow Chart. Email introductory correspondence to client now that Complaint has been filed. Register to track the case via Lexis-Court Link. | 0.50 | \$250.00 | \$125.00   |
| RE  | 03/28/2024 | Review court-returned documents re class action; review docket; memo to firm re judicial/                                                                                                                                      | 0.75 | \$675.00 | \$506.25   |

|                                                                      |            |                                                                                                                                                                                                           |      |          |          |
|----------------------------------------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|----------|
| department assignment & status of initial case management conference |            |                                                                                                                                                                                                           |      |          |          |
| KN                                                                   | 03/30/2024 | Review filed complaints and court returned documents; review memos from RE; analysis of next steps and Team handling; advise Team                                                                         | 1.00 | \$950.00 | \$950.00 |
| TM                                                                   | 04/15/2024 | Reviewed email from OPC re class size and workweeks for mediation; created mediation folder and updated with mediation figures.                                                                           | 0.30 | \$450.00 | \$135.00 |
| JH                                                                   | 04/15/2024 | F/u corresp. with defense counsel re class size for mediator selection; advise AJB                                                                                                                        | 0.40 | \$750.00 | \$300.00 |
| JH                                                                   | 04/23/2024 | Correspondence with new counsel re mediation; advise AJB                                                                                                                                                  | 0.40 | \$750.00 | \$300.00 |
| JH                                                                   | 04/30/2024 | Review file; f/u with defense counsel re mediation and proposed mediators                                                                                                                                 | 0.30 | \$750.00 | \$225.00 |
| JH                                                                   | 05/07/2024 | Correspondence with defense counsel re meet and confer call                                                                                                                                               | 0.30 | \$750.00 | \$225.00 |
| JH                                                                   | 05/08/2024 | Call with defense counsel re mediation; advise AJB                                                                                                                                                        | 0.40 | \$750.00 | \$300.00 |
| JH                                                                   | 05/16/2024 | F/u corresp. w defense counsel re proposed mediators                                                                                                                                                      | 0.30 | \$750.00 | \$225.00 |
| RE                                                                   | 05/16/2024 | Review file/comm. from OPC re service via NAR; prep docs for service of process re class action; draft Notice & Acknowledgment of Receipt; email docs to OPC; instruct staff to mail hard copies per code | 0.75 | \$675.00 | \$506.25 |
| RE                                                                   | 05/16/2024 | Review file/comm. from OPC re service via NAR; prep docs for service of process re PAGA action; draft Notice & Acknowledgment of Receipt; email docs to OPC; instruct staff to mail hard copies per code  | 0.75 | \$675.00 | \$506.25 |
| JH                                                                   | 05/17/2024 | F/u corresp with defense counsel re mediator availability; discuss with AJB                                                                                                                               | 0.30 | \$750.00 | \$225.00 |
| RE                                                                   | 06/10/2024 | Draft & file proof of service of summons w/ executed NAR re class action; memo to firm re post service written discovery                                                                                  | 0.60 | \$675.00 | \$405.00 |
| RE                                                                   | 06/10/2024 | Draft & file proof of service of summons w/ executed NAR re PAGA action; memo to firm re post service written discovery                                                                                   | 0.60 | \$675.00 | \$405.00 |
| JH                                                                   | 06/28/2024 | Review/analyze Defendant's Answer                                                                                                                                                                         | 0.30 | \$750.00 | \$225.00 |
| TM                                                                   | 06/28/2024 | Reviewed and analyzed Defendant's PAGA Complaint.                                                                                                                                                         | 0.80 | \$450.00 | \$360.00 |
| KN                                                                   | 06/29/2024 | Review status and emails from past month;                                                                                                                                                                 | 1.00 | \$950.00 | \$950.00 |

|     |            |                                                                                                                                                                                                                                                                                                                                                                             |      |          |            |
|-----|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|     |            | monitor case progress; review Defendant's answer; analysis of mediation discussions                                                                                                                                                                                                                                                                                         |      |          |            |
| TM  | 08/21/2024 | Review file; drafted Plaintiff's CMC Statement.                                                                                                                                                                                                                                                                                                                             | 0.80 | \$450.00 | \$360.00   |
| SB  | 08/21/2024 | Review complaint, analyze, advise ND                                                                                                                                                                                                                                                                                                                                        | 2.60 | \$450.00 | \$1,170.00 |
| TM  | 08/26/2024 | Reviewed and finalized Plaintiff's CMC Statement; Discussed case status with team; advised YS re service/filing.                                                                                                                                                                                                                                                            | 1.00 | \$450.00 | \$450.00   |
| YS  | 08/26/2024 | Finalize Plaintiff's CMC Statement for service and POS. File via Onelegal. Email to OPC re CMS.                                                                                                                                                                                                                                                                             | 0.60 | \$250.00 | \$150.00   |
| TM  | 08/27/2024 | Email to and from OPC re joint stip to continue CMC; reviewed Stipulation;                                                                                                                                                                                                                                                                                                  | 0.70 | \$450.00 | \$315.00   |
| TM  | 09/09/2024 | Email from OPC re Stip to continue CMC; reviewed stipulation.                                                                                                                                                                                                                                                                                                               | 0.40 | \$450.00 | \$180.00   |
| YS  | 09/09/2024 | Finalize P's CMC statement for service. Update POS. File via Onelegal. Email to OPC re CMC Statement.                                                                                                                                                                                                                                                                       | 0.60 | \$250.00 | \$150.00   |
| SP  | 09/09/2024 | Reveiwed case notes, correspondence, calendar and pleadings. Drafted Plaintiff's Class CMC Statement. Revised and finalized Plaintiff's CMC statement and arranged for service and filing. Reveiwed, revised and finalized Stipulation to continue Case management conference in the Class. Discussed with JSH and TM. Arranged for filing of stipulation to continue case. | 1.50 | \$675.00 | \$1,012.50 |
| SP  | 09/10/2024 | Reviewed, pleadings, docket and orders. Obtained order from Court system and saved to file. Circulated Order and arranged for Calendaring.                                                                                                                                                                                                                                  | 0.40 | \$675.00 | \$270.00   |
| NDB | 10/14/2024 | Review late payment of wage claims under Labor Code Sections 204 and 210. Analyze sick and vacation pay claims. Legal research. Review court docket and case file.                                                                                                                                                                                                          | 3.10 | \$850.00 | \$2,635.00 |
| SP  | 10/22/2024 | Reveiwed case notes, documents and correspondence. Drafted Mediation Data Request. Revised and finalized and served Mediation Data Request.                                                                                                                                                                                                                                 | 1.90 | \$675.00 | \$1,282.50 |
| SP  | 10/23/2024 | Reveiwed calendar, and case file to comply with appearance/deadline. Discussed with Team.                                                                                                                                                                                                                                                                                   | 0.20 | \$675.00 | \$135.00   |
| SP  | 11/01/2024 | Reveiwed correspondence, case notes, documents and Mediation Data Request. Drafted and sent follow up Mediation Data Request to OPC.                                                                                                                                                                                                                                        | 1.50 | \$675.00 | \$1,012.50 |
| AB  | 11/01/2024 | Draft mediation brief.                                                                                                                                                                                                                                                                                                                                                      | 3.00 | \$895.00 | \$2,685.00 |

|     |            |                                                                                                                                                                                                                   |      |          |            |
|-----|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| SP  | 11/06/2024 | Reveiwed calendar, docket and case file. Prepared for deadline/hearing and discussed with Team.                                                                                                                   | 0.20 | \$675.00 | \$135.00   |
| SP  | 11/20/2024 | Reviewed correspondence and replied. Met and conferred via telephone re: Sample size, wage statements and premiums paid. Drafted and sent confirming email to OPC. Reviewed reply email from OPC. Saved to file.  | 0.90 | \$675.00 | \$607.50   |
| SP  | 11/25/2024 | Reviewed correspondence and replied to OPC re: mediation data. Arranged for data files to be saved and sent to Experts.                                                                                           | 0.70 | \$675.00 | \$472.50   |
| JH  | 11/25/2024 | Review/analyze Defendant's mediation doc/data production; circulate advise team                                                                                                                                   | 1.50 | \$750.00 | \$1,125.00 |
| HD  | 11/25/2024 | Receive and download Defendant's Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.                                                        | 0.30 | \$250.00 | \$75.00    |
| SP  | 11/26/2024 | Reveiwed data production. Discussed with Expert. Sent follow up email to OPC re: clarification of data production.                                                                                                | 0.70 | \$675.00 | \$472.50   |
| KN  | 11/26/2024 | Review status and Defendant document production; review Team analysis; analyze issues regarding claims and theories; memo to Team                                                                                 | 1.00 | \$950.00 | \$950.00   |
| NDB | 11/29/2024 | Review and analyze data produced for mediation purposes. Review and research wage statement and reimbursement claims. Analyze facts and law for mediation.                                                        | 3.90 | \$850.00 | \$3,315.00 |
| NDB | 11/30/2024 | Review Defendant's written policy documents. Review and research previous settlements with similar claims and workweeks for mediation valuation. Analyze court docket and case file in preparation for mediation. | 3.30 | \$850.00 | \$2,805.00 |
| NDB | 12/02/2024 | Review and analyze data and paystubs. Draft mediation brief.                                                                                                                                                      | 3.40 | \$850.00 | \$2,890.00 |
| SP  | 12/04/2024 | Followed up with Defendant re data and documentation. Saved to file.                                                                                                                                              | 0.40 | \$675.00 | \$270.00   |
| JH  | 12/06/2024 | Review/analyze defendant's suppl. mediation doc/ data production                                                                                                                                                  | 1.50 | \$750.00 | \$1,125.00 |
| HD  | 12/06/2024 | Receive and download Defendant's Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.                                                        | 0.30 | \$250.00 | \$75.00    |
| TM  | 12/10/2024 | Reviewed Defendant's notice of change of attorney.                                                                                                                                                                | 0.20 | \$450.00 | \$90.00    |

|     |            |                                                                                                                                                                                                                                                           |       |          |            |
|-----|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------|------------|
| JH  | 12/11/2024 | Review/analyze mediation expert analysis; advise SP                                                                                                                                                                                                       | 0.70  | \$750.00 | \$525.00   |
| SP  | 12/11/2024 | Reviewed documents, revised exhibit book. Sent correspondence to OPC re: Mediation Data. Reviewed expert analysis. Updated Mediation chart, case notes. Drafted Mediation Brief. Reviewed Data from OPC and sent to Expert. Discussed with Team.          | 4.40  | \$675.00 | \$2,970.00 |
| KN  | 12/11/2024 | Review research and analysis from Team; review expert analysis; analyze issues for mediation                                                                                                                                                              | 2.00  | \$950.00 | \$1,900.00 |
| AB  | 12/12/2024 | Finalize and file mediation brief.                                                                                                                                                                                                                        | 4.00  | \$895.00 | \$3,580.00 |
| KN  | 12/12/2024 | Review draft mediation brief; review mediation exhibits; provide input to AJ                                                                                                                                                                              | 1.00  | \$950.00 | \$950.00   |
| JH  | 12/16/2024 | Review/analyze updated mediation damages analysis from expert                                                                                                                                                                                             | 0.40  | \$750.00 | \$300.00   |
| NDB | 12/16/2024 | Review and analyze all mediation materials in preparation for mediation including briefs and exhibits thereto. Review and analyze expert report and notes and assumptions. Analysis of Plaintiff's individual damages and claims. Discuss with Plaintiff. | 2.40  | \$850.00 | \$2,040.00 |
| SP  | 12/17/2024 | Reviewed case notes, documents, mediation folder. Discussed reporting time pay with team and expert. Spoke with client and obtained more facts re: covid checks, covid questionnaire and off the clock work. Updated case notes and team.                 | 1.20  | \$675.00 | \$810.00   |
| AB  | 12/17/2024 | Prep and appear for mediation.                                                                                                                                                                                                                            | 10.00 | \$895.00 | \$8,950.00 |
| SB  | 12/17/2024 | Attend mediation                                                                                                                                                                                                                                          | 8.00  | \$450.00 | \$3,600.00 |
| JH  | 12/18/2024 | Review/analyze mediation notes and valuation; discuss mediation outcome in AJB; review draft MOU                                                                                                                                                          | 2.00  | \$750.00 | \$1,500.00 |
| SP  | 12/18/2024 | Reviewed calendar and docket and analyzed case file for appearance and deadline. Updated team.                                                                                                                                                            | 0.20  | \$675.00 | \$135.00   |
| AB  | 12/18/2024 | Draft MOU. Draft/send corr to mediator re MOU. Discuss MOU w/ cocounsel.                                                                                                                                                                                  | 3.00  | \$895.00 | \$2,685.00 |
| KN  | 12/18/2024 | Review final mediation brief and materials; review draft MOU; review emails from AJ; analysis of issues for settlement; advise JH                                                                                                                         | 1.00  | \$950.00 | \$950.00   |
| TM  | 12/19/2024 | Review file; drafted Plaintiff's CMC statement; discussed with team.                                                                                                                                                                                      | 0.80  | \$450.00 | \$360.00   |
| JH  | 12/20/2024 | Review file; revise CMC stmt; advise TM                                                                                                                                                                                                                   | 0.40  | \$750.00 | \$300.00   |

|     |            |                                                                                                                                                            |      |          |            |
|-----|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| TM  | 12/20/2024 | Finalized CMC Statement; advised HD re filing/service.                                                                                                     | 0.30 | \$450.00 | \$135.00   |
| TM  | 01/01/2025 | Email to OPC re stip to file FAC and FAC.                                                                                                                  | 0.20 | \$450.00 | \$90.00    |
| TM  | 01/02/2025 | Review file; drafted Plaintiff's CMC statement; discussed with team; finalized and advised YS re filing/service.                                           | 1.20 | \$450.00 | \$540.00   |
| JH  | 01/02/2025 | Review/revise draft CMC stmt; advise TM                                                                                                                    | 0.40 | \$750.00 | \$300.00   |
| TM  | 01/02/2025 | Email to and from OPC re upcoming CMC.                                                                                                                     | 0.40 | \$450.00 | \$180.00   |
| TM  | 01/02/2025 | Email to and from OPC re upcoming CMC and case status.                                                                                                     | 0.40 | \$450.00 | \$180.00   |
| TM  | 01/03/2025 | Email to and from OPC re CMC.                                                                                                                              | 0.40 | \$450.00 | \$180.00   |
| TM  | 01/03/2025 | Email from OPC re CMC status; advised HD re scheduling.                                                                                                    | 0.20 | \$450.00 | \$90.00    |
| TM  | 01/03/2025 | Reviewed and analyzed Defendant's CMC statement.                                                                                                           | 0.40 | \$450.00 | \$180.00   |
| JH  | 01/03/2025 | Review/analyze AJB rev to MOU                                                                                                                              | 0.40 | \$750.00 | \$300.00   |
| JH  | 01/07/2025 | Review Def rev to draft MOU                                                                                                                                | 0.40 | \$750.00 | \$300.00   |
| JH  | 01/07/2025 | Review file; prepare for and attend CMC; advise team                                                                                                       | 1.80 | \$750.00 | \$1,350.00 |
| KN  | 01/07/2025 | Review revised MOU and Def revisions thereto; provide input to AJ                                                                                          | 0.50 | \$950.00 | \$475.00   |
| JH  | 01/08/2025 | Review further revisions to MOU                                                                                                                            | 0.30 | \$750.00 | \$225.00   |
| SP  | 01/08/2025 | Reviewed case docket, register of actions, cross referenced calendar and reviewed pleadings and case notes to analyze case appearance/deadline.            | 0.20 | \$675.00 | \$135.00   |
| JH  | 01/09/2025 | Review/analyze Defendant's further revisions to MOU                                                                                                        | 0.40 | \$750.00 | \$300.00   |
| NDB | 01/10/2025 | Review mediation notes and results. Review and analyze MOU terms. Send MOU to Plaintiff. Follow up calls and emails to discuss terms and obtain signature. | 1.30 | \$850.00 | \$1,105.00 |
| TM  | 01/16/2025 | Planned and prepared for upcoming CMC.                                                                                                                     | 0.50 | \$450.00 | \$225.00   |
| TM  | 01/17/2025 | Attended CMC; advised firm and team re case status following hearing.                                                                                      | 0.90 | \$450.00 | \$405.00   |
| JH  | 01/17/2025 | Review file; advise TM re CMC                                                                                                                              | 0.40 | \$750.00 | \$300.00   |
| HD  | 02/06/2025 | Telephone call to court civil clerk to inquire about reserving a hearing date for Motion for Preliminary Approval. Advise attorney Herman                  | 0.20 | \$250.00 | \$50.00    |

|    |            |                                                                                                                                                                 |      |          |            |
|----|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|    |            | regarding the same.                                                                                                                                             |      |          |            |
| JH | 02/10/2025 | Review MOU; discuss with AJB; analyze procedural posture and attorney costs; discuss with co-counsel; draft longform agreement                                  | 3.40 | \$750.00 | \$2,550.00 |
| KN | 02/10/2025 | Review final MOU; review draft long form agreement; analyze issues for settlement; advise JH                                                                    | 1.00 | \$950.00 | \$950.00   |
| JH | 02/12/2025 | Revise draft agreement; circulate to defense counsel for review; obtain settlement admin bids                                                                   | 0.50 | \$750.00 | \$375.00   |
| TM | 02/17/2025 | Review file; drafted Stipulation to File FAC                                                                                                                    | 0.60 | \$450.00 | \$270.00   |
| TM | 02/17/2025 | Review file and MOU; Drafted FAC; email to OPC re FAC and stipulation.                                                                                          | 2.20 | \$450.00 | \$990.00   |
| SP | 02/17/2025 | Reveiwed and revised First Amended Complaint and stipulation for leave to file first amended complaint per the MOU and settlement agreement. Discussed with TM. | 1.10 | \$675.00 | \$742.50   |
| JH | 02/17/2025 | Review/revise draft FAC; advise TM                                                                                                                              | 1.00 | \$750.00 | \$750.00   |
| HD | 03/03/2025 | Execute and finalize Proof of Service. Process and submit Plaintiff's Case Management Statement to Court for filing via One Legal and serve via email.          | 0.50 | \$250.00 | \$125.00   |
| TM | 03/04/2025 | Reviewed and analyzed Defendant's CMC Statement.                                                                                                                | 0.40 | \$450.00 | \$180.00   |
| JH | 03/04/2025 | Review/analyze Defendant's CMC stmt; circulate; f/u with defense counsel re longform agreement                                                                  | 0.30 | \$750.00 | \$225.00   |
| TM | 03/05/2025 | Email to and from OPC re FAC.                                                                                                                                   | 0.40 | \$450.00 | \$180.00   |
| JH | 03/17/2025 | Review/analyze Defendant's proposed revisions to longform agreement; discuss with KN                                                                            | 1.00 | \$750.00 | \$750.00   |
| TM | 03/17/2025 | Email to OPC re FAC and stipulation to file.                                                                                                                    | 0.20 | \$450.00 | \$90.00    |
| KN | 03/17/2025 | Review status of settlement; review revised draft Agreement; analysis of issues; discuss with JH                                                                | 0.75 | \$950.00 | \$712.50   |
| HD | 03/18/2025 | Research ROA and check for issued tentative re 03/19/2025 CMC hearing. Email correspondence to Attorney Herman.                                                 | 0.20 | \$250.00 | \$50.00    |
| JH | 03/19/2025 | Review/analyze file; appear for CMC; advise team                                                                                                                | 1.00 | \$750.00 | \$750.00   |
| JH | 03/19/2025 | Call with defense counsel re settlement agreement; advise KN                                                                                                    | 0.50 | \$750.00 | \$375.00   |
| TM | 03/24/2025 | Reviewed Defendant's revisions to stipulation to file FAC; email to and from OPC re stipulation and FAC; finalized stipulation and FAC draft for filing;        | 1.00 | \$450.00 | \$450.00   |

|                                   |            |                                                                                                                                                                                                                                |      |          |            |
|-----------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| advised HD re filing and service. |            |                                                                                                                                                                                                                                |      |          |            |
| HD                                | 03/24/2025 | Edit, Execute and finalize Proof of Service. Process and submit Joint Stipulation for Leave to File Plaintiff's First Amended Class and Representative Action Complaint to Court for filing via One Legal and serve via email. | 0.50 | \$250.00 | \$125.00   |
| KN                                | 04/03/2025 | Review Def revisions to the Agreement; review memo from JH; advise JH                                                                                                                                                          | 1.50 | \$950.00 | \$1,425.00 |
| JH                                | 04/03/2025 | Further discuss agreement revisions with KN; further revise and circulate to defense counsel                                                                                                                                   | 0.80 | \$750.00 | \$600.00   |
| HD                                | 04/03/2025 | Obtain and review Order for Leave to file FAC. Upload and save to the electronic file. Circulate and advise handling attorneys and staff.                                                                                      | 0.30 | \$250.00 | \$75.00    |
| HD                                | 04/03/2025 | Edit, execute and finalize Proof of Service. Process and submit Plaintiff's First Amended Class and Representative Action Complaint to Court for filing via One Legal and serve via email.                                     | 0.50 | \$250.00 | \$125.00   |
| HD                                | 04/07/2025 | Download and save First Amended Class and Representative Action Complaint to the electronic file and upload to the LWDA.                                                                                                       | 0.50 | \$250.00 | \$125.00   |
| HD                                | 04/07/2025 | Prepare Request For Dismissal Without Prejudice as to the PAGA matter. Forward to attorney Puche for review and finalization.                                                                                                  | 0.50 | \$250.00 | \$125.00   |
| JH                                | 04/08/2025 | Review/analyze Defendant's addition revisions/ comments to longform agreement; discuss with KN                                                                                                                                 | 0.40 | \$750.00 | \$300.00   |
| HD                                | 04/08/2025 | Edit, execute and finalize Proof of Service. Process and submit Request For Dismissal without prejudice (PAGA) to court for filing via One Legal and serve via email.                                                          | 0.50 | \$250.00 | \$125.00   |
| KN                                | 04/08/2025 | Review status of settlement; review further revisions to Agreement; advise JH                                                                                                                                                  | 0.50 | \$950.00 | \$475.00   |
| JH                                | 04/10/2025 | Corresp. w defense counsel re last remaining issue in longform agreement                                                                                                                                                       | 0.30 | \$750.00 | \$225.00   |
| TM                                | 04/14/2025 | Review file; drafted Declaration of Rios ISO MPA; Discussed case status with team.                                                                                                                                             | 2.50 | \$450.00 | \$1,125.00 |
| JH                                | 04/14/2025 | Multiple corresp w defense counsel re opt out provisions of longform agreement; discuss with NBB and KN                                                                                                                        | 1.00 | \$750.00 | \$750.00   |
| JH                                | 04/20/2025 | Discuss remaining issues with team; further revise longform agreement; circulate to defense counsel for review                                                                                                                 | 0.50 | \$750.00 | \$375.00   |
| JH                                | 04/24/2025 | Meet and confer call with defense counsel re                                                                                                                                                                                   | 0.40 | \$750.00 | \$300.00   |

|    |            |                                                                                                                                             |      |          |            |
|----|------------|---------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|    |            | longform agreement; advise KN                                                                                                               |      |          |            |
| JH | 04/29/2025 | Review final revisions by Defendant to longform; discuss with KN; respond to Defendant                                                      | 0.40 | \$750.00 | \$300.00   |
| KN | 05/08/2025 | Draft exhibits for settlement agreement; research issues; review exhibits and circulate via email to the Defendant                          | 4.50 | \$950.00 | \$4,275.00 |
| JH | 05/08/2025 | Review draft exhibits to longform                                                                                                           | 0.30 | \$750.00 | \$225.00   |
| TM | 05/12/2025 | Planned and prepared for upcoming CMC.                                                                                                      | 0.50 | \$450.00 | \$225.00   |
| TM | 05/22/2025 | Finalized Plaintiff's declaration ISO MPA; email to client.                                                                                 | 0.40 | \$450.00 | \$180.00   |
| JH | 05/28/2025 | Review file; draft/revise CMC stmt; advise HD re filing                                                                                     | 0.40 | \$750.00 | \$300.00   |
| JH | 06/13/2025 | Review Defendant's proposed revisions to draft Agreement exhibits; discuss with KN                                                          | 0.40 | \$750.00 | \$300.00   |
| JH | 06/13/2025 | Prepare and appear for CMC; advise team and confer with calendar                                                                            | 0.50 | \$750.00 | \$375.00   |
| KN | 06/13/2025 | Review Defendant's revisions to the exhibits; discuss with Def; revise Exhibits for final; respond to the Defendant.                        | 1.75 | \$950.00 | \$1,662.50 |
| TM | 07/08/2025 | Reviewed Defendant's declaration ISO settlement.                                                                                            | 0.20 | \$450.00 | \$90.00    |
| JH | 07/08/2025 | Review Defendant's declaration per 7.1; compare to agreement to see if escalator is triggered; advise KN                                    | 0.30 | \$750.00 | \$225.00   |
| KN | 07/08/2025 | Review status; review memo from JH; review Def declaration; plan next steps                                                                 | 0.50 | \$950.00 | \$475.00   |
| KN | 08/05/2025 | Draft motion for preliminary approval; review documents; prepare approval outline                                                           | 2.00 | \$950.00 | \$1,900.00 |
| KN | 08/06/2025 | Draft motion for preliminary approval; analysis of Kullar issues; revise motion; update proposed order; email draft motion to the Defendant | 2.75 | \$950.00 | \$2,612.50 |
| JH | 08/06/2025 | Review/analyze draft MPA; discuss with KN                                                                                                   | 0.70 | \$750.00 | \$525.00   |
| TM | 08/12/2025 | Review file; discussed status of declaration with team; telephone call to client re declaration ISO MPA.                                    | 0.60 | \$450.00 | \$270.00   |
| KN | 08/12/2025 | Draft declaration ISO motion for preliminary approval.                                                                                      | 2.50 | \$950.00 | \$2,375.00 |
| TM | 08/13/2025 | Telephone call with client re declaration ISO MPA.                                                                                          | 0.20 | \$450.00 | \$90.00    |

|    |            |                                                                                                                                                                                                                               |      |          |            |
|----|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| KN | 08/13/2025 | Work on motion and declaration; update motion and review analysis from JH                                                                                                                                                     | 1.00 | \$950.00 | \$950.00   |
| KN | 08/14/2025 | Review and revise motion; revise declaration; finalize motion; file and serve motion; serve LWDA                                                                                                                              | 3.75 | \$950.00 | \$3,562.50 |
| KN | 08/14/2025 | Review rejection notice; advise staff; prepare and re-file motion                                                                                                                                                             | 0.75 | \$950.00 | \$712.50   |
| HD | 08/25/2025 | Edit, execute and finalize Proof of Service. Process and submit Plaintiff's Case management Statement to Court for filing via Knox (physical filing) and serve via email.                                                     | 0.50 | \$250.00 | \$125.00   |
| TM | 08/26/2025 | Reviewed and analyzed Defendant's CMC statement.                                                                                                                                                                              | 0.40 | \$450.00 | \$180.00   |
| KN | 09/10/2025 | Court appearance - MPA; prepare for hearing; review documents; memo to file                                                                                                                                                   | 1.50 | \$950.00 | \$1,425.00 |
| JH | 09/29/2025 | Call from client re status of matter                                                                                                                                                                                          | 0.40 | \$750.00 | \$300.00   |
| KN | 10/01/2025 | review signed order; serve Defendant; memo to Admin with documents and instructions; memo to file                                                                                                                             | 0.75 | \$950.00 | \$712.50   |
| HD | 10/01/2025 | Receive, review and upload Filed Preliminary Approval Order to electronic file. Circulate to attorney Nordrehaug.                                                                                                             | 0.20 | \$250.00 | \$50.00    |
| JH | 10/03/2025 | Review admin timeline; compare to agreement                                                                                                                                                                                   | 0.20 | \$750.00 | \$150.00   |
| KN | 10/10/2025 | Review Admin email and spreadsheet; check figures; respond; review revised spreadsheet                                                                                                                                        | 0.40 | \$950.00 | \$380.00   |
| KN | 10/27/2025 | Review Admin email and weekly report                                                                                                                                                                                          | 0.20 | \$950.00 | \$190.00   |
| KN | 11/04/2025 | Review Admin email and weekly report                                                                                                                                                                                          | 0.20 | \$950.00 | \$190.00   |
| TM | 11/10/2025 | Reviewed TPA's settlement status report.                                                                                                                                                                                      | 0.20 | \$450.00 | \$90.00    |
| KN | 11/11/2025 | Review Admin email and weekly report                                                                                                                                                                                          | 0.20 | \$950.00 | \$190.00   |
| KN | 11/17/2025 | Review Admin email and weekly report                                                                                                                                                                                          | 0.20 | \$950.00 | \$190.00   |
| KN | 12/09/2025 | Review Admin email and weekly report                                                                                                                                                                                          | 0.20 | \$950.00 | \$190.00   |
| KN | 12/15/2025 | Review Admin email and weekly report                                                                                                                                                                                          | 0.20 | \$950.00 | \$190.00   |
| JH | 12/16/2025 | Review/analyze MPA order; further assess settlement agreement; review settlement admin reports; analyze attorney fees and costs for loadstar analysis; draft MFA/Fee Motion notice and memorandum; circulate to KN for review | 3.80 | \$750.00 | \$2,850.00 |
| KN | 12/17/2025 | Review emails; analysis of settlement issues; respond to JH questions; review billing; update                                                                                                                                 | 1.00 | \$950.00 | \$950.00   |

| costs.                   |            |                                                                                                                                                       |      |                     |            |
|--------------------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------------------|------------|
| KN                       | 12/18/2025 | Review draft motion for final approval; work on issues; review status of notice process; revise motion; circulate draft motion to counsel; memo to JH | 2.00 | \$950.00            | \$1,900.00 |
| JH                       | 12/19/2025 | Review KN revisions to MFA/Fee motion; analyze attorney costs and billing for loadstar analysis; draft supporting decl; advise HD re tables           | 2.60 | \$750.00            | \$1,950.00 |
| JH                       | 12/29/2025 | Review tables for MFA/Fee motion; advise HD                                                                                                           | 0.40 | \$750.00            | \$300.00   |
| HD                       | 12/29/2025 | Edit and finalize Table of Contents and Table of Authorities for Motion for Final Approval of Settlement.                                             | 1.00 | \$250.00            | \$250.00   |
| KN                       | 12/30/2025 | Review and revise declaration ISO motion; review billing for accuracy; correct issues                                                                 | 1.00 | \$950.00            | \$950.00   |
| KN                       | 12/30/2025 | Review draft Admin declaration; analysis of issues; update figures; revise and redline Admin declaration; memo to Admin                               | 0.75 | \$950.00            | \$712.50   |
| KN                       | 12/30/2025 | Revise motion per updated Admin information and declaration; update costs and motion                                                                  | 1.00 | \$950.00            | \$950.00   |
| KN                       | 12/30/2025 | Review revised Admin declaration; respond; update proposed order                                                                                      | 0.50 | \$950.00            | \$475.00   |
| KN                       | 12/30/2025 | Review firm billing statement and check for accuracy; fix issues and finalize billing statement; emails with staff                                    | 0.50 | \$950.00            | \$475.00   |
| KN                       | 12/31/2025 | Review and revise motion; update motion with final figures; update approval chart; final documents; file and serve motion; serve LWDA; memo to staff  | 3.00 | \$950.00            | \$2,850.00 |
| <b>Quantity Subtotal</b> |            |                                                                                                                                                       |      | <b>218.75</b>       |            |
| <b>Services Subtotal</b> |            |                                                                                                                                                       |      | <b>\$165,227.50</b> |            |

### Expenses

| Type    | Date       | Notes                                                     | Quantity | Rate        | Total       |
|---------|------------|-----------------------------------------------------------|----------|-------------|-------------|
| Expense | 12/08/2023 | PAGA Filing Fee                                           | 1.00     | \$75.00     | \$75.00     |
| Expense | 03/28/2024 | Onelegal/court fees                                       | 1.00     | \$1,496.58  | \$1,496.58  |
| Expense | 05/22/2024 | Mediation Fees - Monique Ngo-Bonnici/Signature Resolution | 1.00     | \$10,495.00 | \$10,495.00 |
| Expense | 06/10/2024 | One Legal/Court Fees                                      | 1.00     | \$21.28     | \$21.28     |

|                          |            |                                   |      |                    |             |
|--------------------------|------------|-----------------------------------|------|--------------------|-------------|
| Expense                  | 06/10/2024 | One Legal/Court Fees              | 1.00 | \$51.48            | \$51.48     |
| Expense                  | 06/13/2024 | One Legal/Court Fees              | 1.00 | \$51.48            | \$51.48     |
| Expense                  | 06/17/2024 | One Legal/Court Fees              | 1.00 | \$19.10            | \$19.10     |
| Expense                  | 08/26/2024 | One Legal Invoice No. 06317629    | 1.00 | \$21.28            | \$21.28     |
| Expense                  | 09/10/2024 | One Legal Invoice No. 06355727    | 1.00 | \$19.25            | \$19.25     |
| Expense                  | 12/19/2024 | Berger Consulting Fees            | 1.00 | \$10,560.00        | \$10,560.00 |
| Expense                  | 12/24/2024 | One Legal/Court Fees              | 1.00 | \$23.49            | \$23.49     |
| Expense                  | 01/02/2025 | One Legal/Court Fees              | 1.00 | \$21.37            | \$21.37     |
| Expense                  | 03/03/2025 | One Legal/Court Fees              | 1.00 | \$21.37            | \$21.37     |
| Expense                  | 03/24/2025 | One Legal/Court Fees              | 1.00 | \$43.06            | \$43.06     |
| Expense                  | 03/25/2025 | One Legal/Court Fees              | 1.00 | \$72.28            | \$72.28     |
| Expense                  | 04/04/2025 | One Legal/Court Fees              | 1.00 | \$21.37            | \$21.37     |
| Expense                  | 04/11/2025 | One Legal/Court Fees              | 1.00 | \$24.99            | \$24.99     |
| Expense                  | 05/28/2025 | One Legal/Court Fees              | 1.00 | \$21.37            | \$21.37     |
| Expense                  | 08/14/2025 | One legal filing charge           | 1.00 | \$17.50            | \$17.50     |
| Expense                  | 08/15/2025 | One legal filing charge           | 1.00 | \$84.36            | \$84.36     |
| Expense                  | 08/15/2025 | One legal charge                  | 1.00 | \$87.76            | \$87.76     |
| Expense                  | 08/29/2025 | KNOX Filing and Messenger Service | 1.00 | \$125.75           | \$125.75    |
| Expense                  | 10/01/2025 | KNOX Filing and Messenger Service | 1.00 | \$192.25           | \$192.25    |
| Expense                  | 12/30/2025 | Filing fee - motion               | 1.00 | \$60.00            | \$60.00     |
| <b>Expenses Subtotal</b> |            |                                   |      | <b>\$23,627.37</b> |             |

| <b>Time Keeper</b> | <b>Quantity</b> | <b>Rate</b> | <b>Total</b> |
|--------------------|-----------------|-------------|--------------|
| AJ Bhowmik         | 20.0            | \$895.00    | \$17,900.00  |
| Scott Blumenthal   | 10.6            | \$450.00    | \$4,770.00   |
| Nicholas De Blouw  | 42.2            | \$850.00    | \$35,870.00  |
| Ricardo Ehmann     | 17.1            | \$675.00    | \$11,542.50  |
| Jeffrey Herman     | 38.8            | \$750.00    | \$29,100.00  |
| Trevor Moran       | 19.7            | \$450.00    | \$8,865.00   |
| Kyle Nordrehaug    | 47.15           | \$950.00    | \$44,792.50  |

|                       |      |          |                     |
|-----------------------|------|----------|---------------------|
| Sergio Puche          | 15.5 | \$675.00 | \$10,462.50         |
| Heather Drosi         | 6.5  | \$250.00 | \$1,625.00          |
| Yesenia Silva         | 1.2  | \$250.00 | \$300.00            |
| <b>Quantity Total</b> |      |          | <b>218.75</b>       |
| <b>Subtotal</b>       |      |          | <b>\$188,854.87</b> |
| <b>Total</b>          |      |          | <b>\$188,854.87</b> |

## Detailed Statement of Account

### Current Invoice

| Invoice Number                  | Due On     | Amount Due   | Payments Received | Balance Due         |
|---------------------------------|------------|--------------|-------------------|---------------------|
| 1                               | 01/30/2026 | \$188,854.87 | \$0.00            | \$188,854.87        |
| <b>Outstanding Balance</b>      |            |              |                   | <b>\$188,854.87</b> |
| <b>Total Amount Outstanding</b> |            |              |                   | <b>\$188,854.87</b> |

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

**EXHIBIT #4**

# LAFFEY MATRIX

[History](#)
[Case Law](#)
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|                  |                      |                         | Years Out of Law School * |       |       |       |        |
|------------------|----------------------|-------------------------|---------------------------|-------|-------|-------|--------|
| Year             | Adjustmt<br>Factor** | Paralegal/<br>Law Clerk | 1-3                       | 4-7   | 8-10  | 11-19 | 20 +   |
| 6/01/24- 5/31/25 | 1.080182             | \$258                   | \$473                     | \$581 | \$839 | \$948 | \$1141 |
| 6/01/23- 5/31/24 | 1.059295             | \$239                   | \$437                     | \$538 | \$777 | \$878 | \$1057 |
| 6/01/22- 5/31/23 | 1.085091             | \$225                   | \$413                     | \$508 | \$733 | \$829 | \$997  |
| 6/01/21- 5/31/22 | 1.006053             | \$208                   | \$381                     | \$468 | \$676 | \$764 | \$919  |
| 6/01/20- 5/31/21 | 1.015894             | \$206                   | \$378                     | \$465 | \$672 | \$759 | \$914  |
| 6/01/19- 5/31/20 | 1.0049               | \$203                   | \$372                     | \$458 | \$661 | \$747 | \$899  |
| 6/01/18- 5/31/19 | 1.0350               | \$202                   | \$371                     | \$455 | \$658 | \$742 | \$894  |
| 6/01/17- 5/31/18 | 1.0463               | \$196                   | \$359                     | \$440 | \$636 | \$717 | \$864  |
| 6/01/16- 5/31/17 | 1.0369               | \$187                   | \$343                     | \$421 | \$608 | \$685 | \$826  |
| 6/01/15- 5/31/16 | 1.0089               | \$180                   | \$331                     | \$406 | \$586 | \$661 | \$796  |
| 6/01/14- 5/31/15 | 1.0235               | \$179                   | \$328                     | \$402 | \$581 | \$655 | \$789  |
| 6/01/13- 5/31/14 | 1.0244               | \$175                   | \$320                     | \$393 | \$567 | \$640 | \$771  |
| 6/01/12- 5/31/13 | 1.0258               | \$170                   | \$312                     | \$383 | \$554 | \$625 | \$753  |
| 6/01/11- 5/31/12 | 1.0352               | \$166                   | \$305                     | \$374 | \$540 | \$609 | \$734  |
| 6/01/10- 5/31/11 | 1.0337               | \$161                   | \$294                     | \$361 | \$522 | \$589 | \$709  |
| 6/01/09- 5/31/10 | 1.0220               | \$155                   | \$285                     | \$349 | \$505 | \$569 | \$686  |
| 6/01/08- 5/31/09 | 1.0399               | \$152                   | \$279                     | \$342 | \$494 | \$557 | \$671  |
| 6/01/07-5/31/08  | 1.0516               | \$146                   | \$268                     | \$329 | \$475 | \$536 | \$645  |
| 6/01/06-5/31/07  | 1.0256               | \$139                   | \$255                     | \$313 | \$452 | \$509 | \$614  |
| 6/1/05-5/31/06   | 1.0427               | \$136                   | \$249                     | \$305 | \$441 | \$497 | \$598  |
| 6/1/04-5/31/05   | 1.0455               | \$130                   | \$239                     | \$293 | \$423 | \$476 | \$574  |
| 6/1/03-6/1/04    | 1.0507               | \$124                   | \$228                     | \$280 | \$405 | \$456 | \$549  |
| 6/1/02-5/31/03   | 1.0727               | \$118                   | \$217                     | \$267 | \$385 | \$434 | \$522  |
| 6/1/01-5/31/02   | 1.0407               | \$110                   | \$203                     | \$249 | \$359 | \$404 | \$487  |
| 6/1/00-5/31/01   | 1.0529               | \$106                   | \$195                     | \$239 | \$345 | \$388 | \$468  |
| 6/1/99-5/31/00   | 1.0491               | \$101                   | \$185                     | \$227 | \$328 | \$369 | \$444  |
| 6/1/98-5/31/99   | 1.0439               | \$96                    | \$176                     | \$216 | \$312 | \$352 | \$424  |
| 6/1/97-5/31/98   | 1.0419               | \$92                    | \$169                     | \$207 | \$299 | \$337 | \$406  |
| 6/1/96-5/31/97   | 1.0396               | \$88                    | \$162                     | \$198 | \$287 | \$323 | \$389  |

|                |        |      |       |       |       |       |       |
|----------------|--------|------|-------|-------|-------|-------|-------|
| 6/1/95-5/31/96 | 1.032  | \$85 | \$155 | \$191 | \$276 | \$311 | \$375 |
| 6/1/94-5/31/95 | 1.0237 | \$82 | \$151 | \$185 | \$267 | \$301 | \$363 |

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

\*  $i_{\frac{1}{2}}$ Years Out of Law School  $i_{\frac{1}{2}}$  is calculated from June 1 of each year, when most law students graduate.  $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1).  $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier  $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier  $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier  $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

\*\* The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

**EXHIBIT #5**

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

2 Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

3 Jeffrey S. Herman (State Bar #280058)

Sergio Julian Puche (State Bar #289437)

4 Trevor G. Moran (State Bar #330394)

2255 Calle Clara

5 La Jolla, CA 92037

Telephone: (858)551-1223

6 Facsimile: (858) 551-1232

7 Website: [www.bamlawca.com](http://www.bamlawca.com)

8 Attorneys for Plaintiffs

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

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

Plaintiff,

15 v.

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

20 Defendants.  
21

**Case No. BCV-24-101007**

**DECLARATION OF TAWNEE RIOS IN  
SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
SETTLEMENT**

Hearing Date: September 5, 2025

Hearing Time: 8:30 a.m.

Judge: Hon. T. Mark Smith

Dept: T-2

Action Filed: March 20, 2024

1 I, Tawnee Rios, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the above-  
3 entitled matter. I submit this declaration in support of the Motion for Preliminary Approval of Class  
4 Settlement and in support of my application for a class representative service award.

5 2. I have personal knowledge of all the facts stated herein. I could and would competently  
6 testify under oath to these facts in court if requested to do so.

7 3. I worked for Defendant Barnes & Noble College Booksellers, LLC ("Barnes & Noble") in  
8 California from January of 2017 to December of 2022, and during that time period I was classified  
9 by Barnes & Noble as a non-exempt employee.

10 4. I retained my attorneys who are experienced in both class action and PAGA representative  
11 action litigation and claims against employers for violations of the California Labor Code. I have  
12 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware  
13 of having any actual or potential conflicts of interest with another class member in this case. I am  
14 not aware of any other pending matter or action asserting claims that will be extinguished or  
15 adversely affected by this settlement.

16 5. I decided to file this class action lawsuit and be a plaintiff/class representative because I felt  
17 that my legal rights as an employee and others like me were violated. For example, I was frequently  
18 forced to work off the clock, as the computer I used to clock in would take several minutes to boot  
19 up, and I was required to fill out a COVID symptom questionnaire prior to clocking in. Further,  
20 each day after clocking out, I was required to have my bag checked by management, and I was not  
21 paid for my time. Additionally, I rarely received compliant meal and rest breaks which were often  
22 late, short or missed entirely, and was not always paid the break penalties I was entitled to.  
23 Defendant also miscalculated my regular rate by underpaying overtime and meal premiums by  
24 failing to include bonuses in my regular rate. Further, I was not properly reimbursed for required  
25 business expenses, including the use of my personal cell phone.

26 6. I spoke to my attorneys several times and discussed how Barnes & Noble implemented its  
27 company policies and procedures. I also assisted my attorneys in their investigation into my claims  
28 by providing them documents and answering their questions. I reviewed the complaint before it

1 was filed and was given access to an electronic file sharing program that alerted me via email when  
2 important documents were filed so that I could review them and keep up with the developments in  
3 the case which I understood was one of my duties as a class representative. I could also access court  
4 filings from this case on my attorney's law firm website. Also, I was informed that Barnes & Noble  
5 had the right to take my deposition, and that the preparation and deposition itself could take multiple  
6 days. Although my deposition was not taken, I feel I would have been adequately prepared and  
7 comfortable to give testimony on my experiences.

8 7. Even though this action is in the process of settling, I was and remain prepared to perform  
9 all the duties of a class representative. I understand that as a class representative I have assumed a  
10 fiduciary responsibility to prosecute this class action on behalf of the absent class members. I have  
11 understood that as a fiduciary, I have a duty to prosecute this action for the benefit of the class  
12 members and surrender any right to compromise the group action for an individual gain.

13 8. I understood that being a plaintiff/class representative in this case meant that I was seeking  
14 damages not only for myself but also other current and/or former non-exempt employees working  
15 for Barnes & Noble in California who make up the class. I felt that these individuals were not aware  
16 of their labor law rights and even if they were they would probably be apprehensive about speaking  
17 up or even simply because of the time, effort and risk involved in filing a class action lawsuit.

18 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys  
19 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all  
20 or part of the attorney fees and costs paid by Barnes & Noble to defend this lawsuit. Also, I knew  
21 there was a risk that future employers, if they ever find out about this lawsuit, could hold it against  
22 me or downgrade me as a potential hire. As the only named Plaintiff in this case it would not be  
23 difficult for a future employer to become aware that I sued a former employer for labor law  
24 violations. Ultimately, I decided these risks were worth it and decided to fight for my rights and  
25 the rights of others regardless of the risks, time and effort I spent on this case.

26 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up  
27 to date on important developments by reviewing court filings that were made available to me  
28 electronically as I described above.

1        11. A mediation took place on December 17, 2024, with Monique Ngo-Bonnici, a well-  
2 respected and experienced mediator of wage and hour class actions. After the mediation the parties  
3 were able to come to an agreement to settle the action. I communicated with my attorneys regarding  
4 the terms of the settlement which was reached between the parties and understood that I was  
5 representing absent class members and therefore wanted the best possible result to be obtained for  
6 the class members and I believe a very positive result was in fact achieved via settlement. I also  
7 closely reviewed and signed the Settlement Agreement.

8        12. I have been actively involved with this lawsuit performing the duties described above.  
9 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court  
10 filings and spent a significant amount of time on the issues presented during the lawsuit and in the  
11 settlement process. I estimate that I spent approximately 30-40 hours working on this case up until  
12 this point. I believe I have been diligent and have done what is expected of a named plaintiff and a  
13 proposed class representative to date, and will continue to do so. I have and always will maintain  
14 the best interest of the class members.

15        13. My attorneys explained to me that the settlement process involves a two-step review by the  
16 Court to determine whether the settlement is fair before approving the settlement. I know this  
17 process also involves notifying all class members of the settlement terms and of their rights to make  
18 a claim for their settlement share, to opt out of the settlement or to object to the settlement.

19        14. I believe I did the right thing by filing this case on behalf of the class members who, subject  
20 to court approval, are in line to receive monetary payments as a result of this case and settlement.  
21 This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel  
22 significant personal satisfaction to know that I played a role in the class members being entitled to  
23 monetary payments as a result of the filing of this lawsuit. I also believe that the requested class  
24 representative service award of \$10,000 from the settlement is fair compensation for the work I  
25 performed and the risks I undertook.

26        15. As part of the settlement, it was necessary for me to sign a general release of claims I may  
27 have against Barnes & Noble. I believe the class representative service payment I have requested  
28 provides me with some compensation for this agreed release.

16. In light of all the time and effort I have spent on this case, the risk I undertook by suing a former employer, the exposure to being responsible for paying Barnes & Noble costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release and in light of the size of the settlement, I believe the request for \$10,000 as a class representative service payment is fair and reasonable.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 08/13/2025, at Bakersfield, California.  
(date) (city, state)

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Tawnee Rios

2. 2/2