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

12 **COUNTY OF KERN**

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

17 Plaintiff,

18 vs.

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

22 Defendants.

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

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

Hearing Date: January 28, 2026

Hearing Time: 8:30 a.m.

Judge: Hon. T. Mark Smith

Dept.: T-2

Date Action Filed: March 20, 2024

Trial Date: Not set

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

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of Kern, and over all Parties to this litigation,
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Three Hundred
16 Thousand Dollars (\$1,300,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

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

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. No
8 objections were received. One (1) request for exclusion was received.

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

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

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

18 **Attorneys' Fees and Costs**

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

24 **Class Representative Service Payment**

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

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

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

3 **Administration Expenses Payment**

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

11 **PAGA Penalties**

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

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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28 **FINAL APPROVAL ORDER AND JUDGMENT APPROVING SETTLEMENT WITH NO
ADMISSION OF LIABILITY**

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

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

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

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

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

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

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

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

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

28 FINAL APPROVAL ORDER AND JUDGMENT APPROVING SETTLEMENT WITH NO
 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.

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

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

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

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

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

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

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

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

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

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

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

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

6
7 Dated: _____

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