

JAMIE K. SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com
NIKKI TRENNER, ESQ. (SBN 316007)
nikki@crosnerlegal.com
ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
Tel: 1-866-276-7637
Fax: 310-510-6429

Attorneys for Plaintiff ALEXANDER COWLEY-
MALKI

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN THE COUNTY OF LOS ANGELES

ALEXANDER COWLEY-MALKI, as an
individual and on behalf of all other
similarly situated Class Members,

Plaintiff,

v.

CENGAGE LEARNING, INC., a Delaware
Corporation; and DOES 1-100, inclusive,

Defendants.

Case No. 24STCV24576

Assigned for all purposes to:
Hon. Carolyn B. Kuhl
Dept. SSC-12

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES AND
COSTS, AND JUDGMENT THEREON**

**Date: August 4, 2026
Time 10:30 a.m.
Dept.: SSC-12**

1 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of
2 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument on
3 the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Acton and PAGA Settlement Agreement ("Settlement Agreement"),
7 attached as Exhibit 1 to the Declaration of Nikki Trenner in support of Plaintiff's Motion for
8 Preliminary Approval of Class Action Settlement, filed on or about November 12, 2025, is fully
9 and finally approved as fair, reasonable, and adequate, and in the best interests of the Class
10 Members. The Court, for purposes of this Order and Judgment, adopts all defined terms as set forth
11 in the Settlement Agreement.

12 3 For purposes of settlement only, the Court certifies a class including all current and
13 former non-exempt employees of Cengage Learning, Inc. ("Cengage" or "Defendant") at any
14 location in California at any time during the Class Period of September 20, 2020 to July 13, 2025.

15 4. The Court adjudges that all Participating Class Members, on behalf of themselves
16 and their respective former and present representatives, agents, attorneys, heirs, administrators,
17 successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably
18 could have been alleged, based on the Class Period facts stated in the Operative Complaint and
19 ascertained in the course of the Action, including any and all claims involving any alleged: failure
20 to pay minimum and overtime wages, including liquidated damages thereon; failure to provide meal
21 periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu
22 thereof; failure to furnish accurate itemized wage statements; failure to timely pay all wages due
23 upon separation of employment; failure to reimburse business expenses; and unfair competition.
24 Participating Class Members do not release any other claims, including claims for vested benefits,
25 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
26 insurance, disability, social security, workers' compensation, or claims based on facts occurring
27 outside the Class Period.

28 5. The Court further adjudges that all Aggrieved Employees are deemed to release, on

1 behalf of themselves and their respective former and present representatives, agents, attorneys,
2 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
3 Penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts
4 stated in the Operative Complaint and the PAGA Notice, including any and all claims involving
5 any alleged: failure to pay minimum and overtime wages, including liquidated damages thereon;
6 failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or
7 compensation in lieu thereof; failure to furnish accurate itemized wage statements; failure to timely
8 pay all wages due upon separation of employment; failure to reimburse business expenses; and
9 violations of Labor Code sections 98.6, 201, 202, 203, 208, 210, 216, 218, 221, 222, 223, 225.5,
10 226, 226.7, 227.3, 233, 234, 245-248.6, 432, 432.5, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5,
11 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2699.3, 2802, 2804, and 2810.5. In line with
12 the holding of Arias v. Superior Court, 46 Cal. 4th 969 (2009), because actions under PAGA
13 function as a substitute for an action by the government itself, any judgment will be binding not
14 only on the Plaintiff but also on government agencies and any other Aggrieved Employee not a
15 party to the proceeding. Thus, non-party employees who are Aggrieved Employees cannot sue to
16 recover additional civil penalties for the same Labor Code violations released (but may sue for
17 damages or other remedies for the same violations).

18 6. Under the Settlement Agreement, Defendant agreeS to pay the total Gross
19 Settlement Amount of \$554,253.00. The Settlement Administrator is ordered to distribute to the
20 Participating Settlement Class Members and to the Aggrieved Employees their respective
21 settlement payments as provided in the Settlement Agreement. Funds attributable to uncashed
22 checks that remain after the check void date shall be forwarded to the California State Controller's
23 Unclaimed Property Fund. No funds shall revert to Defendant.

24 7. The Court further orders that the Class Members be provided with notice of this
25 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
26 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

27 8. The Court approves an award of attorney's fees to Class Counsel in the amount of
28 \$182,903.49, and an award of costs and expenses in the amount of \$24,118.26. Such amounts shall

1 be paid as provided in the Settlement Agreement.

2 9. The Court approves a service payment to plaintiff and Class Representative
3 Alexander Cowley-Malki in the amount of \$10,000.00, and the Settlement Administrator is ordered
4 to make such payment consistent with the terms of the Settlement Agreement.

5 10. The Settlement Agreement provides the Settlement Administrator, Simpluris, Inc.
6 shall be paid from the Gross Settlement Amount for its services in administering the Settlement.
7 As set forth in the Declaration of Arron Weisel, the Settlement Administrator is owed \$10,080.00
8 for services rendered and to be rendered in administering the settlement. The Court therefore orders
9 that Simpluris be paid the amount of \$10,080.00 from the Gross Settlement Amount consistent with
10 the terms of the Settlement Agreement.

11 11. The Court approves PAGA penalties in the amount of \$55,000.00, to be paid from
12 the GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes
13 underlying PAGA. \$35,750.00 of this amount will be paid to the LWDA as the state's share of the
14 civil penalties, and the remainder of \$19,250.00 will be distributed to the Aggrieved Employees
15 consistent with the terms of the Settlement Agreement and PAGA.

16 12. The Court sets a non-appearance Settlement Compliance Hearing for August 3,
17 2027, at 8:30 am in Department SSC-12 of the Los Angeles County Superior Court. Plaintiff is
18 ordered to file a compliance report at least ten (10) court days before the Compliance Hearing.

19 13. Under California Rule of Court 3.769(h), without affecting the finality of this Order
20 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
21 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
22 contemplated becomes effective and each and every act agreed to be performed by the parties has
23 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
24 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
25 construction, and interpretation of the Settlement Agreement.

26 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
27 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
28 This Order is not a finding of the validity or invalidity of any claims in this action or a determination

1 of any wrongdoing by any party. The final approval of the Parties' settlement will not constitute
2 any opinion, position or determination of this Court as to the merits of the claims or defenses of
3 any party.

4 15. Judgment is hereby entered as follows: Plaintiff Alexander Cowley-Malki and the
5 Participating Class Members, consisting of all current and former non-exempt employees of
6 Cengage Learning, Inc. at any location in California at any time during the Class Period of
7 September 20, 2020 to July 13, 2025, who have not otherwise opted out, shall take nothing from
8 Defendant, except as set forth in the Settlement Agreement.

9 16. The Court shall retain jurisdiction over the parties to interpret, implement and
10 enforce this Judgment.

11 **IT IS SO ORDERED AND ADJUDGED.**

12
13
14 Dated: _____

Judge of the Superior Court