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Attorneys for Plaintiff Vicki Hebert

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SAN DIEGO

Vicki Hebert, an individual, on behalf of herself
 and all others similarly situated and as a
 representative plaintiff,

Plaintiff,

vs.

Barnes & Noble, Inc.; and Does 1 through 10,

Defendants.

Case No. 37-2019-00007178-CU-MC-CTL
CLASS ACTION
(Assigned to the Hon. Katherine Bacal – Dept. C-69)

Notice of Order Granting Preliminary Approval

PLEASE TAKE NOTICE that on May 19, 2023, the Court granted preliminary approval of the class action settlement. A copy of the order is attached hereto as Exhibit 1.

Dated: May 24, 2023

THE DION-KINDEM LAW FIRM

BY: _____

PETER R. DION-KINDEM, P.C.
 PETER R. DION-KINDEM
 Attorneys for Plaintiff Vicki Hebert

Exhibit 1



PETER R. DION-KINDEM (SBN 95267)
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
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Vicki Hebert, an individual, on behalf of herself
 and all others similarly situated and as a
 representative plaintiff,

Plaintiff,

vs.

Barnes & Noble, Inc.; and Does 1 through 10,

Defendants.

**Case No. 37-2019-00007178-CU-MC-CTL
 CLASS ACTION**

*(Assigned to the Hon. Katherine Bacal – Dept.
 C-69)*

**[PROPOSED] Order Granting Motion for
 Preliminary Approval of Class Action
 Settlement**

Date: April 7, 2023

Time: 1:30 p.m.

Dept.: C-69

ELECTRONICALLY RECEIVED
 Superior Court of California,
 County of San Diego

01/17/2023 at 04:08:08 PM

Clerk of the Superior Court
 By Bernabe Montijo, Deputy Clerk

FILED
 Clerk of the Superior Court

MAY 19 2023

By: C. Beutler, Deputy

Having considered the Parties' Class Action Settlement Agreement and Stipulation (the "Settlement") and the Memorandum of Points and Authorities and other documents submitted in support of the motion, **IT IS HEREBY ORDERED:**

- The Court grants preliminary approval of the Settlement based upon the terms set forth in the Settlement. The Settlement appears to be fair, adequate, and reasonable to the Class. Based on a review of the papers submitted by Plaintiff Vicki Hebert ("Plaintiff"), the Court finds that the

1 Settlement is the result of arms-length negotiations conducted after Class Counsel had adequately
2 investigated the claims and become familiar with the strengths and weaknesses of the claims. For
3 purposes of this Order, the Court adopts and incorporates all definitions set forth in the Settlement
4 Agreement. The assistance of an experienced mediator in the settlement process also supports the
5 Court's conclusion that the Settlement is non-collusive.

- 6 2. For settlement purposes only, the Court conditionally certifies the following class:

7 All persons residing in the United States (including all territories and other political
8 subdivisions of the United States) as to whom Barnes & Noble procured or caused to be
9 procured a consumer report for employment purposes using the disclosure form challenged
10 in this lawsuit, a version reflecting the substance of which is attached to the Settlement
11 Agreement as Exhibit 1.

- 12 3. For settlement purposes only, the Court appoints Plaintiff as Class Representative and her counsel,
13 Peter R. Dion-Kindem of Peter R. Dion-Kindem, P.C. and Lonnie C. Blanchard III of The
14 Blanchard Law Group, APC, as Class Counsel.

- 15 4. The Court approves American Legal Claim Services LLC ("ALCS") to act as the Settlement
16 Administrator.

- 17 5. The Court approves as to form and content the Notice of Proposed Class Action Settlement (the
18 "Class Notice") attached as Exhibit A to the Settlement and finds that the Class Notice satisfies
19 the requirements of California Rule of Court, Rules 3.766 and 3.769, subd. (f) and fairly apprises
20 the Class Members of the terms of the final approval hearing date, the proposed settlement terms,
21 and the Class Members' options, including: (a) the nature of the action, the definition of the Class,
22 the identity of Class Counsel, and the essential terms of the Settlement; (b) Plaintiff's application
23 for the class representative's enhancement award; (c) Class Counsels' request for attorney's fees
24 and litigation costs; (d) Settlement Class Members' rights to appear through counsel if they desire;
25 (e) how to object to the Settlement or submit an opt-out request if a Class Member wishes to do
26 so; and (f) how to obtain additional information regarding the action and the Settlement. Counsel
27 for the Parties are authorized to correct any typographical errors in the Settlement and make
28 clarifications to the extent the same are found or needed so long as such corrections do not
materially alter the substance of the documents.

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6. The Court approves the procedure for Class Members to participate in and to request exclusion from or object to the Settlement as set forth in the Settlement and the Class Notice.
 7. The Court finds that the deadlines and method set forth in the Settlement for the emailing and mailing of the Notice meet the requirements of due process, provide the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and otherwise satisfy the requirements of California law and due process.
 8. Defendant is directed to provide the Settlement Administrator all data required by the Settlement Agreement in the time required under the Settlement Agreement.
 9. The Court directs the Settlement Administrator to perform address verification measures and delivery of the Class Notice to the Settlement Class Members and to otherwise carry out the Settlement according to the terms of the Settlement and in conformity with this Order. The Parties are also ordered to carry out the Settlement according to the terms of the Settlement Agreement.
 10. Any Class Member who wishes to comment on or object to the Settlement or who elects not to participate in the Settlement has until forty-five (45) days after the mailing of the Class Notice to submit his or her written objection or Request to be Excluded pursuant to the procedures set forth in the Class Notice.
 11. The Court preliminarily approves the handling of unclaimed funds set forth in the Settlement as set forth in the Settlement.
 12. A final approval hearing shall be held in this Court on 12/8/2023 at 1:30 ~~a.m.~~/p.m. to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of attorney's fees and costs to award to Class Counsel; (3) the amount of the service award to Class Representative; and (4) Class Administrator expenses.
 13. Neither this Order, the Settlement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement may be construed or used as an admission by or against Defendant or any of the other Released Parties (as that term is defined in the Settlement) of any fault, wrongdoing, or liability whatsoever. The entering into or carrying out of the

1 Settlement and any negotiations or proceedings related thereto shall not in any event be construed
2 as or deemed to be evidence of an admission or concession with regard to the denials or defenses
3 by Defendant or any of the other Released Parties and shall not be offered in evidence in any action
4 or proceeding against Defendant or any of the Released Parties in any court, administrative agency,
5 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order, the
6 Settlement, or any related agreement or release.

- 7
- 8 14. The Court recognizes that certification under this Order is for settlement purposes only and shall
9 not constitute or be construed as a finding by the Court or an admission by Defendant or any of
10 the Released Parties of any fault or commission with respect to any claim or that this action is
11 appropriate for class treatment for litigation purposes. Entry of this Order is without prejudice to
12 the rights of Defendant or any of the Released Parties to oppose class certification in this action if
13 the proposed Settlement is not finally approved.
- 14 15. The Court may for good cause shown extend any of the deadlines set forth in this Order.
- 15 16. The Court may continue or adjourn the final approval hearing without further notice to the Class
16 Notice.
- 17 17. If the Settlement does not receive final approval or the Effective Date of the Settlement does not
18 occur, this Order shall be rendered null and void and shall be vacated.

19
20 Date: MAY 19 2023



HON. KATHERINE BACAL

1 **PROOF OF SERVICE**

2 I am over the age of 18 and not a party to the within action. My business address is 2945
3 Townsgate Road, Suite 200, Westlake Village, CA 91361. On May 24, 2023, I served the following
4 document(s) described as:

5 **Notice of Order Granting Preliminary Approval**

6 on interested parties addressed as follows:

7 QUINN EMANUEL URQUHART &
8 SULLIVAN, LLP
9 Shon Morgan (Bar No. 187736)
10 John Baumann (Bar No. 288881)
11 865 South Figueroa Street, 10th Floor
12 Los Angeles, California 90017-2543

Attorney for Defendant
Telephone: (213) 443-3000
Facsimile: (213) 443-3100
Email: shonmorgan@quinnemanuel.com;
jackbaumann@quinnemanuel.com

13 **(By Mail)** I deposited such envelope with postage thereon fully prepaid in the United States
14 mail at a facility regularly maintained by the United States Postal Service at Los Angeles,
15 California.

16 **(By Overnight Delivery)** I enclosed the documents in an envelope or package provided by an
17 overnight delivery carrier and addressed to the persons at the address(es) identified above. I
18 placed the envelope or package for collection and overnight delivery at an office or a regularly
19 utilized drop box of the overnight delivery carrier.

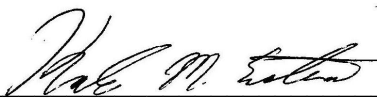
20 xxx **(By Email)** Based on a court order, Rules of Court, or an agreement of the parties to accept
21 electronic service, I caused the documents to be sent to the person(s) at the email addresses set
22 forth above.

23 **(By Personal Service)**

24 By personally delivering copies to the person served.

25 I delivered such envelope by hand to the offices of the addressee pursuant to Code of
26 Civil Procedure Section 1011.

27 I declare under penalty of perjury under the laws of the State of California that the above is true
28 and correct. Executed on May 24, 2023.

29 
30 Kale M. Eaton