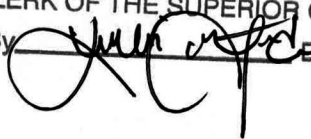


FILED
ALAMEDA COUNTY

FEB 14 2023

CLERK OF THE SUPERIOR COURT
By  Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

KOURTNEY GLOR and OCTAVIA T. OCHOA, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

IHEARTMEDIA + ENTERTAINMENT, INC., a Nevada Corporation,

Defendant.

Case No. 22CV005286

AMENDED ~~PROPOSED~~ ORDER AND JUDGEMENT OF FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: February 14, 2023

Time: 3:00 p.m.

Judge: Honorable Brad Seligman

Dept. 23

Reservation Nos.: A-05286-001, A-05286-002

1 This matter is before the Court on Plaintiffs' unopposed Motion for Final Approval of Class
2 Action Settlement, approval of the PAGA Settlement and Motion for Approval of Attorneys' Fees and
3 Costs, and Incentive Awards for Class and PAGA Representatives. The Courts, having read and
4 considered Plaintiffs' motion papers, and having granted preliminary approval on October 24, 2022 and
5 directed that notice be given to all Class Members of preliminary approval of the Joint Stipulation of
6 Class Action/PAGA Settlement Agreement and Release ("Settlement Agreement"), the time and location
7 of the final approval hearing, and the right to be excluded from the settlement, and having received no
8 objections or oppositions to the Settlement, and good cause appearing, HEREBY ORDERS:

9 1. The settlement of the above-captioned class and PAGA action as embodied in the
10 Settlement Agreement (attached as **Exhibit 1** hereto) is fully and finally approved. The Settlement
11 Agreement is hereby incorporated by reference and all defined terms therein shall have the same meaning
12 in this Order as set forth in the Settlement Agreement.

13 2. Pursuant to California Rules of Court, Rule 3.769(d), this Court makes final the
14 conditional class certification contained in the Order Granting Preliminary Approval of Class Action
15 Settlement, and thus certifies the following classes for the purposes of this settlement: (1) "AE Class" –
16 All current and former employees of Defendant, as reflected in Defendant's records, who worked as an
17 outside sales employee in the state of California from March 16, 2020 through July 26, 2022; and (2)
18 "Expense Class" – All current and former employees of Defendant, excluding the AE Class and as
19 reflected in Defendant's records, who worked in the state of California from March 16, 2020 through
20 July 26, 2022 (collectively the "Class Members").

21 3. Named Plaintiff Glor is appointed and designated, for all purposes, as Class
22 Representative, Named Plaintiff Ochoa is appointed and designed, for all purposes, as PAGA
23 Representative, and HammondLaw, P.C., is appointed and designated as counsel for the Class Members
24 and the PAGA Employees (as that term is defined in the Settlement Agreement). The Court finds that
25 attorneys for the Class Members are experienced class action litigators and have expressed the view that
26 the Settlement is fair, reasonable, and adequate, which further supports approval of the Settlement.

27 4. The Court hereby finds that Class Notice has been sent to Class Members as previously
28 ordered by the Court, and that such Notice fairly and adequately described the terms of the proposed
Settlement Agreement and the manner in which Class Members could object to or opt-out of the
settlement; was the best notice practicable under the circumstances; and complied fully with California
Rule of Court 3.769, and all other applicable laws.

1 5. The Court further finds that a full and fair opportunity has been afforded to Class Members
2 to participate in the proceedings convened to determine whether the proposed Settlement Agreement
3 should be given final approval. Accordingly, the Court hereby determines that all Class Members who
4 did not file a timely and proper request to be excluded from the settlement shall be deemed to have
5 released the Released Parties from all Released Claims for the Class Period and PAGA Period as those
6 terms are defined in the Settlement Agreement.

7 6. In response to the Notice, no Class Members submitted an Objection and no Class
8 Members have requested to be excluded.

9 7. The Court finds that the Class Settlement is fair, reasonable, and adequate, and in the best
10 interests of the Class Members. The Settlement Agreement is the product of serious, informed, non-
11 collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to
12 any individuals.

13 8. Accordingly, the Court hereby finally and unconditionally approves the Settlement
14 Agreement, and enters judgment, and specifically:

15 a. Approves the Gross Settlement Amount of \$1,220,000. This amount is the full
16 amount that Defendant is required to pay under the Settlement Agreement, with the exception of any
17 applicable employer's share of payroll taxes;

18 b. Approves Class Representative service awards of \$7,500 to each Named Plaintiff;

19 c. Approves Class Counsels' request for an award of \$406,666.67, representing 1/3
20 of the Gross Settlement Amount, as reasonable attorneys' fees, especially in light of a lodestar cross-
21 check;

22 d. Approves that of the total \$406,666.67 in attorneys' fees, the Settlement
23 administrator shall distribute ninety percent (90%), or \$366,000, to Class Counsel in accordance with the
24 schedule set out in the Settlement Agreement and hold the remaining ten percent (10%) of attorneys' fees
25 (\$40,666.67) in an interest-bearing account until the completion of the Class award distribution process
26 and Court approval of an Amended Judgment regarding final accounting.

27 e. Approves Class Counsel's request for reimbursement of litigation costs of
28 \$17,119.17;

 f. Approves payment to Simpluris, Inc., of \$13,100, as costs of settlement
administration; and

 g. Approves a Private Attorneys General Act ("PAGA") allocation of \$30,000 from
the Gross Settlement Amount, of which, pursuant to Labor Code § 2699(i), \$22,500 will be directed to

1 the Labor and Workforce Development Agency for its portion of the PAGA penalties, and \$7,500 to
2 member of the Class on a *pro rata* basis;

3 h. Approves the payment from the Net Settlement of \$738,114.20 (to be adjusted to
4 reflect plaintiff service award reduction) the amounts determined by the Settlement Administrator to be
5 due to the Class Members, per the calculations specified in the Settlement Agreement.

6 i. Approves the Releases contained in the Settlement Agreement for the Class Period
7 and PAGA Period.

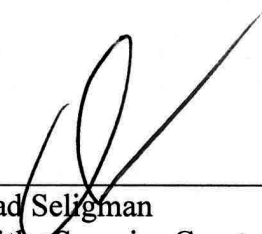
8 j. Approves the proposed *cy pres* recipient, the Community Education Partnerships,
9 as consistent with the requirements of California Code of Civil Procedure § 384(b).

10 9. The Court orders a Compliance Hearing October 24, 2023 at 3:00 p.m. Plaintiffs shall
11 submit a report to the court including total amount paid to the Class and the number and amount of
12 uncashed checks no later than five court days prior to the hearing. Plaintiffs shall also submit an amended
13 judgment directing payment of the sum of the uncashed checks to the designated *cy pres* beneficiary,
14 Community Education Partnerships.

15 10. Pursuant to California Rule of Court 3.769(h), the Court retains exclusive and continuing
16 jurisdiction over the litigation to enforcing the terms of the judgment, and supervising, implementing,
17 interpreting, and enforcing this Final Approval Order and the Settlement Agreement.

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

19 Date: 2/14, 2023

20 
21 Hon. Brad Seligman
22 Judge of the Superior Court
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