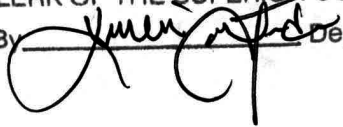


FILED
ALAMEDA COUNTY

OCT 24 2022

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

ASSIGNED FOR ALL PURPOSES TO
JUDGE Brad Seligman, Dept. 23

~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF
SETTLEMENT OF CLASS ACTION/PAGA
MATTER

Trial Date: None

Complaint Filed: January 11, 2022

Second Amended Complained filed July 20,
2022

WHEREAS this Action is pending before this Court as a putative class action lawsuit and Private Attorney General Action brought by the Plaintiffs Octavia T. Ochoa and Kourtney Glor ("Plaintiffs") against Defendant iHeartMedia + Entertainment, Inc. ("Defendant"); and

WHEREAS, Class Counsel applied to this Court for an order preliminarily approving the settlement of the Action in accordance with the Joint Stipulation of Class Settlement and Release (the "Stipulation" or "Settlement" or "Agreement"), which, together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed Settlement and final resolution of the Action upon the terms and conditions set forth therein; and the Court having read and considered the Stipulation and the exhibits annexed thereto;

1 NOW, THEREFORE, IT IS HEREBY ORDERED:

2 1. This Order incorporates by reference the definitions in the Stipulation, and all terms
3 defined therein shall have the same meaning in this Order as set forth in the Stipulation. Per the
4 Parties' Stipulation, the Court hereby conditionally certifies the following Settlement Classes: (1) "AE
5 Class" - All current and former employees of Defendant, as reflected in Defendant's records, who
6 worked as an outside sales employee in the state of California from March 16, 2020 through July 26,
7 2022; and (2) "Expense Class" - All current and former employees of Defendant, excluding the AE
8 Class and as reflected in Defendant's records, who worked in the state of California from March 16,
9 2020 through July 26, 2022 (collectively the "Class Members").

10 2. Upon the Final Order, Participating Class Members who do not opt out of the
11 Settlement will release all claims that were alleged or that could have been alleged based on the facts
12 of Plaintiffs' operative complaint as defined in the Stipulation as "Released Claims" from March 16,
13 2020 through July 26, 2022. The "Released Parties" means Defendant as well as its past, present and
14 future parents, subsidiaries, related entities and affiliates and their employees, officers, directors,
15 agents, insurers, shareholders and legal counsel. In addition, upon the Final Order on this matter the
16 PAGA Employees and the State of California will release the PAGA Claims during the PAGA period
17 against the Released Parties.

18 3. Should, for whatever reason, the Settlement not become final, the fact that the Parties
19 were willing to stipulate to class certification as part of the Settlement shall have no bearing on, nor
20 be admissible in connection with, the issue of whether a class should be certified in a non-settlement
21 context.

22 4. Plaintiff Kourtney Glor is hereby appointed and designated, for all purposes, as the
23 Class Representative of the Class Employees and Plaintiff Octavia T. Ochoa is appointed as the PAGA
24 Representative, and the following attorneys are hereby appointed and designated as counsel for the
25 Class Representative, the Class, the PAGA Representative and the PAGA Employees: Julian
26 Hammond, Polina Brandler and Ari Cherniak Hammondlaw P.C ("Class Counsel"). Class Counsel
27 are authorized to act on behalf of Class Members with respect to all acts or consents required by, or
28 which may be given pursuant to, the Settlement, and such other acts reasonably necessary to

1 consummate the Settlement. Any Class Member may enter an appearance through counsel of such
2 Class Member's own choosing and at such Class Member's own expense. Any Class Member who
3 does not enter an appearance or appear on his or her own will be represented by Class Counsel.

4 5. The Court finds on a preliminary basis that the Settlement appears to be fair, reasonable
5 and adequate, and one that would merit, ultimately, final approval by this Court. The Court has
6 reviewed the Settlement and recognizes the value thereof to the Class Members. The Court finds, on
7 a preliminary basis, that the Settlement is fair, adequate and reasonable as to all Class Members when
8 balanced against the potential outcomes of further litigation relating to liability and damages issues.
9 The Court further finds that the Settlement has been reached as the result of serious and non-collusive,
10 arms-length negotiations by Defendant and Plaintiffs (the "Settling Parties").

11 6. A final approval hearing (the "Settlement Hearing") shall be held before this Court,
12 located at 1221 Oak Street, Alameda California, 94612, on February 14, 2023 at 3:00 p.m., in
13 Department 23, to determine all necessary matters concerning the Settlement, including: whether the
14 proposed settlement of the Action should be finally approved by the Court; whether a Judgment, as
15 provided in the Stipulation, should be entered herein; whether the plan of allocation contained in the
16 Stipulation should be approved as fair, adequate and reasonable to the Class Members; and to finally
17 approve Class Counsel's Fees and Expenses Award, the Class Representatives' service awards,
18 payment to the Labor and Workforce Development Agency and the Settlement Administration Costs.

19 7. The Court hereby approves, as to form and content, the Notice, attached hereto as
20 Exhibit A. The Court finds that distribution of the Notice, substantially in the manner and form set
21 forth in the Stipulation and this Order, meets the requirements of due process, is the best notice
22 practicable under the circumstances, and will constitute due and sufficient notice to all persons entitled
23 thereto.

24 8. The Court hereby appoints Simpluris, Inc. as Settlement Administrator and hereby
25 directs the Settlement Administrator to simultaneously mail or cause to be mailed to Class Members
26 the Notice (Exhibit A) by first class mail at their last known address within ten (10) calendar days of
27 receiving a Class List from Defendant.

1 9. Any Class Member (as defined by the Stipulation) may choose to opt-out of the
2 Settlement or object to the Settlement as provided in the Notice by following the instructions for
3 requesting exclusion from the Settlement Class or objecting to the Settlement. Class Members will
4 have forty-five (45) calendar days from the date of mailing of the Notice in which to postmark
5 objections or a notice of opting out. Prior to the initial mailing, the Settlement Administrator will
6 check all Class Member addresses against the National Change of Address database and shall update
7 any addresses before mailing. The Settlement Administrator will skip trace and re-mail all returned,
8 undelivered mail within five (5) calendar days of receiving notice that a Notice was undeliverable.
9 The obligation to trace and resend returned Class Notices shall cease after two mailings or thirty (30)
10 calendar days after the initial mailing, whichever occurs first. The time period to respond may not be
11 extended on account of a returned or undeliverable mailing. Any written request to opt-out must be
12 signed by each such person opting out. All Class Members who do not timely and properly notify the
13 Settlement Administrator of their desire to opt-out of the Settlement, shall become bound by all
14 determinations of the Court, the Stipulation and Judgment. PAGA Employees have no ability to opt-
15 out of the PAGA portion of the settlement.

16 10. Any Class Member who did not opt-out may appear at the Settlement Hearing and may
17 object to the Settlement, and may present evidence and file briefs or other papers that may be proper
18 and relevant to the issues to be heard and determined by the Court as provided in the Notice. In order
19 to object the Class Member may file with the Court and submit to the Settlement Administrator a
20 written statement explaining their Objection to the Settlement. Counsel for the Parties shall file any
21 response to the objections submitted by objecting Class Members at least ten (10) court days before
22 the date of the Final Fairness and Approval Hearing. Any class member may object in person at the
23 hearing whether or not they have filed a written objection.

24 11. The Settlement is not a concession or admission, and shall not be used against
25 Defendant or any of the Released Parties as an admission or indication with respect to any claim of
26 any fault or omission by Defendant or any of the Released Parties. Whether or not the Settlement is
27 finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related
28 to the Settlement, nor any reports or accounts thereof, shall in any event be:

1 a. Construed as, offered or admitted in evidence as, received as or deemed to be
2 evidence for any purpose adverse to the Settling or Released Parties, including, but not limited to,
3 evidence of a presumption, concession, indication or admission by any of the Settling or Released
4 Parties of any liability, fault, wrongdoing, omission, concession or damage; or

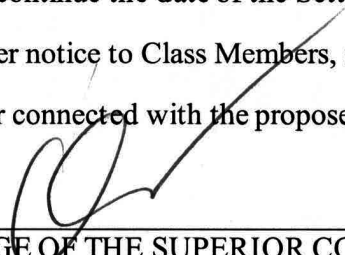
5 b. Disclosed, referred to, or offered or received in evidence against any of the
6 Settling or Released Parties in any further proceeding in the Action, or in any other civil, criminal or
7 administrative action or proceeding, except for purposes of settling the Action pursuant to the
8 Stipulation.

9 12. As of the date this Order is signed, all dates and deadlines associated with the Action
10 shall be stayed, other than those pertaining to the administration of the Settlement of the Action.

11 13. In the event the Settlement does not become effective in accordance with the terms of
12 the Stipulation, or the Settlement is not finally approved, or is terminated, canceled or fails to become
13 effective for any reason, this Order shall be rendered null and void and shall be vacated and the Parties
14 shall revert to their respective positions as of before entering into the Stipulation and the Second
15 Amended Complaint will be withdrawn and the First Amended Complaint will be the operative
16 complaint.

17 The Court reserves the right to adjourn or continue the date of the Settlement Hearing and all
18 dates provided for in the Stipulation without further notice to Class Members, and retains jurisdiction
19 to consider all further applications arising out of or connected with the proposed Settlement.

20 Dated: 10/24/22


JUDGE OF THE SUPERIOR COURT

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23 4879-4690-6408.1 / 098343-1057

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF ALAMEDA

10 OCTAVIA T. OCHOA and OCTAVIA T.
11 OCHOA, individually, and on behalf of all
others similarly situated,

12 Plaintiff,

13 vs.

14 IHEARTMEDIA + ENTERTAINMENT,
Inc., a Nevada Corporation,

15 Defendant.

Case No. 22CV005286

ASSIGNED FOR ALL PURPOSES TO
JUDGE Brad Seligman, Dept. 23

**NOTICE OF PROPOSED CLASS
ACTION/PAGA SETTLEMENT AND
FAIRNESS HEARING**

Trial Date: None

Complaint Filed: January 11, 2022

Second Amended Complained filed July 20,
2022

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19 TO: (1) All current and former employees of Defendant who worked as an outside sales employee
20 in the state of California from March 16, 2020 through July 26, 2022 ("AE Class"); and (2) All
current and former employees of Defendant, excluding the AE Class, who worked in the state
of California from March 16, 2020 through July 26, 2022 ("Expense Class").

21 **THIS NOTICE MAY AFFECT YOUR RIGHTS.**

22 **PLEASE READ THIS NOTICE CAREFULLY.**

23 YOU ARE HEREBY NOTIFIED THAT A HEARING HAS BEEN SCHEDULED FOR
24 February 14, 2023 AT 3:00 p.m. BEFORE THE HONORABLE BRAD SELIGMAN, SUPERIOR
COURT JUDGE OF THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, TO CONSIDER
25 A PROPOSED SETTLEMENT OF THE CLAIMS THAT HAVE BEEN BROUGHT ON YOUR
BEHALF.

26 This notice summarizes the proposed settlement. For the precise terms and conditions of the
27 settlement, please see the settlement agreement available at _____, by
contacting Class Counsel (contact information set out in section VII below), by accessing the Court
docket in this case through the 'eCourt Public Portal,' at
28 <https://eportal.alameda.courts.ca.gov> (as described in section IX below), or by using one of the
computer terminal kiosks available at each court location that has a facility for civil filings, Monday

Etty A

through Friday, excluding Court holidays. PLEASE DO NOT WRITE TO OR TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT. The Amount you will be paid under this Settlement is on the last page of this document.

I. INTRODUCTION

On January 11, 2022, Plaintiff Octavia T. Ochoa filed a lawsuit against defendant iHeartMedia + Entertainment, Inc. ("Defendant") for penalties under the Private Attorneys General Act ("PAGA"). On February 9, 2022 a First Amended Complaint was filed. On July 20, 2022 a Second Amended Complaint was filed adding Kourtney Glor as a Plaintiff and adding claims as follows: (1) AE Class – failure to pay minimum wage, failure to pay overtime, failure to provide rest periods, waiting time penalties, failure to reimburse expenses and failure to issue accurate wage statements; and (2) Expense Class – failure to reimburse expenses. Octavia T. Ochoa and Kourtney Glor are jointly referred to herein as "Plaintiffs".

Class Counsel in this matter are Julian Hammond, Polina Brandler and Ari Cherniak Hammondlaw P.C.

A tentative settlement of the case has been reached with Defendant. The settlement applies to the following settlement classes: "AE Class" - All current and former employees of Defendant, as reflected in Defendant's records, who worked as an outside sales employee in the state of California from March 16, 2020 through July 26, 2022; and (2) "Expense Class" – All current and former employees of Defendant, excluding the AE Class and as reflected in Defendant's records, who worked in the state of California from March 16, 2020 through July 26, 2022 (collectively the "Class Employees"). The dates from March 16, 2020 through July 26, 2022 are referred to herein as the "Class Period".

II. THE REASON YOU HAVE RECEIVED THIS NOTICE

You are a Class Member for purposes of the settlement of this case. Your rights will be affected because the Plaintiffs and Defendant ("the Parties"), have tentatively settled the lawsuit. Pursuant to that tentative settlement, the Court is considering the entry and final approval of the settlement. On [insert date of preliminary approval], 2022, the Court preliminarily determined that this lawsuit could be settled against Defendant.

You are hereby notified that:

1. A settlement of the claims of on behalf of the Class Employees has been proposed by Plaintiffs, on the one hand, and Defendant, on the other.
2. The proposed settlement has been submitted to the Court and has received preliminary approval.
3. You and any Class Employees have the right to object to the proposed settlement by following the procedures in Part V of this notice or to opt out of the proposed settlement by following the procedures set forth in Part VI of this notice.
4. A hearing to finally approve the settlement is scheduled for February 14, 2023 at 3:00 p.m. in Dept. 23, at the Alameda Superior Court, located at 1221 Oak Street, Alameda California, 94612, before the Honorable Brad Seligman.

At the hearing, any Class Employees who did not opt-out may appear and object to the proposed settlement. However, following the procedures set forth in Part V of this Notice are strongly encouraged. You should read that part carefully.

1 This notice is not to be understood as an expression of any opinion by the Court as to the merits
2 of any claims or defenses asserted by any party in this lawsuit. This notice is sent for the sole purpose
3 of informing you of the pendency of this lawsuit and the terms of the proposed settlement so that you
may make appropriate decisions. You may obtain a copy of the Settlement Agreement by contacting
Class Counsel, who are identified in Part VII below.

4 **III. NATURE OF THE LAWSUIT**

5 In this case, Plaintiffs sued Defendant for alleged violations of federal and California's wage
6 and hour laws with respect to Plaintiffs and Class Employees. As it pertains to the AE Class the
7 claims are failure to pay minimum wage, failure to pay overtime, failure to provide rest periods,
8 waiting time penalties, request to sign an unlawful agreement, failure to reimburse expenses, failure
9 to issue accurate wage statements, unfair business practices. As it pertains to the Expense Class the
10 claims are failure to reimburse expenses and unfair business practices. The lawsuit also seeks penalties
11 under PAGA for both classes, as well as fees and costs. Defendant denied and continues to deny all
12 of the allegations made by Plaintiffs.

13 Plaintiffs and Defendant have tentatively settled this lawsuit. The settlement has received
14 preliminary approval of the Court, subject to notice being provided to Class Employees and final
15 approval by the Court after a public hearing. This proposed settlement is described in the next section.

16 As one of the Class Employees, you will receive money from the proposed settlement if the
17 Court grants final approval. If the proposed settlement is not approved, then the offer of settlement
18 will be deemed withdrawn, and the case will proceed in Court as if no settlement had ever been made.

19 **IV. SUMMARY OF THE RELIEF GRANTED BY THE PROPOSED SETTLEMENT** 20 **AGREEMENT**

21 For purposes of settlement, and without admitting any liability, Defendant has agreed to
22 provide certain relief to Class Employees. The following is only a summary of the relief contained in
23 the proposed settlement. In the event there are any conflicts between this Notice and the Settlement
24 Agreement, the terms of the Settlement Agreement shall govern. The relief granted by the proposed
25 Settlement Agreement is summarized as follows:

- 26 1. Defendant will pay the total sum ("Sum") One Million Two Hundred and Twenty Thousand
27 Dollars (\$1,220,000.00), less attorneys' fees and costs awarded to Class Counsel, any
28 enhancement awarded to the Class Representatives, the costs of the appointed Settlement
Administrator, \$30,000.00 deemed payment for PAGA penalties (the "PAGA Payment") (75%
goes to the Labor & Workforce Development Agency and 25% to Class Employees who
worked from November 5, 2020 through July 26, 2022 (the "PAGA Employee")), and
employee-side payroll taxes on the portion of the settlement treated as wages. Employer-side
payroll taxes shall be paid in addition to the Sum.
- 29 2. Out of the Sum, Defendant will pay reasonable attorneys' fees as determined by the Court not
30 to exceed 1/3 of the Sum (i.e., \$406,666.67) and actual costs incurred by Class Counsel (not to
31 exceed \$20,000). All payments for attorneys' fees and costs will be paid from the Sum, which
32 will reduce any payments made to the Class Employees. Class Counsel will apply to the court
33 for approval of their attorneys' fees and costs at the hearing scheduled for February 14, 2023
34 at 3:00 p.m.
- 35 3. Both Plaintiffs will apply for an enhancement payment in the amount of \$10,000 in recognition
36 of the time and efforts Plaintiffs expended in this case on behalf of the Class Employees.
- 37 4. The settlement provides monetary compensation to the AE Class Members for unpaid

compensation, interest thereon, PAGA penalties and other penalties. The settlement provides expense reimbursement and PAGA penalties to the Expense Class Members.

5. Any Participating Class Member has the right to object to the proposed settlement by following the procedures set forth in Part V below or to opt out as set forth in Part VI below.
6. In exchange for the payments set forth above, the Class Member will provide Defendant with the releases set forth in Section VIII below.

Based upon the equitable formula that has been devised, not all Participating Class Employees will receive the same amount from the settlement. Monies paid pursuant to the AE Class are taxable; all lawful payroll deductions will be taken from 20% of each AE Class Member's payment, while the remaining 80% will be paid without payroll deductions. Payments to the PAGA Employees and the Expense Class will be paid without payroll deductions.

V. HEARING AND PROCEDURE FOR OBJECTING TO THE SETTLEMENT AGREEMENT

You do not need to appear at the hearing at which the Court will consider final approval of the Settlement Agreement. If you object you can appear at the hearing or submit a written objection. All written objections and supporting papers must (a) clearly identify the case name and number (*Ochoa v. iHeartMedia + Entertainment, Inc.*, Case No. 22CV005286), (b) be submitted to the Settlement Administrator at _____, and (c) be filed or postmarked on or before _____ 2022.

VI. OPT-OUT PROCEDURE

You may opt-out of the settlement by submitting an opt-out notice to the Settlement Administrator at [list address] not later than forty-five (45) calendar days after the date that the Settlement Administrator first mails the Class Notice – that means that it must be post-marked by _____, 2022. To be valid, the opt-out notice: (1) must contain your full name, address and last four digits of your social security number; and (2) must be signed by you. The opt-out notice should also state in substance: “*I wish to opt-out of the class action settlement in the Ochoa case and that I understand that by requesting to opt-out of the settlement, I will receive no money from the settlement.*” If the opt-out notice does not contain the information listed in (1)-(2) or is not postmarked by the date stated above and returned to the Settlement Administrator at the specified address, it will not be deemed a timely and valid request to opt-out of the settlement. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether the opt-out form has been timely submitted. Any Class Employees who submit a timely and valid opt-out notice from the settlement will not be entitled to any recovery under the settlement (except for his or her portion of the PAGA Payment, if applicable) and will not be bound by the terms of the settlement or have any right to object, appeal, or comment thereon. Class Employees who fail to submit a timely and valid opt-out request on or before the Response Deadline shall be Class Employees bound by all terms of the settlement and the Final Approval Order entered in this Action if the settlement is approved by the Court. If you opt-out you have no right to object to the settlement.

VII. CLASS COUNSEL

If you have any questions concerning the proposed Settlement Agreement, or this Notice, you may contact either of the following Class Counsel:

HAMMOND LAW, P.C.
JULIAN HAMMOND, Bar No. 268489

jhammond@hammondlaw.com
POLINA BRANDLER, Bar No. 269086
pbrandler@hammondlaw.com
ARI CHERNIAK, Bar No. 290071
acherniak@hammondlaw.com
1201 Pacific Ave Suite 600
Tacoma WA 98402
Telephone: (310) 601-6766

VIII. RELEASES

If you participate in the settlement you will agree to provide the following release of claims against Defendant:

A. Release of Claims By Participating AE Class Members. “AE Released Claims” means all claims for violations of the following Labor Code sections, as well as the State of California’s claim to civil penalties under PAGA (for purposes of this Agreement, the “State of California” includes all state agencies responsible for enforcing wage and hour laws), that were actually alleged or that could have been alleged in the November 5, 2021 and December 3, 2021 letters to the Labor & Workforce Development Agency submitted by Ochoa (“LWDA Letters”), as well as the Action filed by Plaintiffs, on behalf of the AE Class and the State of California, themselves and the PAGA Employees for the entire Class Period and entire PAGA Period, based on the facts alleged in the Operative Complaint for the Class Period and PAGA Period, including but not limited to: (a) failure to pay overtime (under California law or the Fair Labor Standards Act); (b) failure to pay the minimum wage (under California law, local law, or the Fair Labor Standards Act); (c) failure to authorize and permit rest breaks, including not paying them at the correct rate; (d) failure to provide accurate wage statements; (e) failure to reimburse expenses; (f) alleged requirement to sign an unlawful agreement; (g) penalties under PAGA for alleged violations of Labor Code sections 201-203, 226, 226.3, 226.7, 246, 432.5, 510, 558, 1174-1174.5, 1194, 1197, 2699 et. seq., and 2802, claims for violation of the provision of any applicable Wage Order regarding overtime, rest periods, minimum wage, as well as allegations regarding the late payment of final wages, failure to reimburse expenses, inaccurate wage statements and inaccurate/incomplete recordkeeping; (h) claims for the attorney’s fees and costs incurred in the prosecution of the Action; (i) any other remedies, penalties, or interest based on the facts alleged in the Operative Complaint; and (j) all claims that Plaintiffs and/or the AE Class may have against the Released Parties relating to the payment, taxation, and allocation of attorney’s fees and costs to Class Counsel pursuant to this Settlement Agreement.

B. Release of Claims by Participating Expense Class Members: “Released Expense Claims” means all claims for violations of the following Labor Code sections, as well as the State of California’s claims for civil penalties under PAGA, that were actually alleged or that could have been alleged in LWDA Letters submitted by Ochoa, and the Action filed by Plaintiffs, as it pertains to claims on behalf of the Expense Class and the State of California, themselves and for the entire Class Period and entire PAGA Period, based on the facts alleged in the Operative Complaint for the Class Period and PAGA Period, including but not limited to: (a) failure to reimburse expenses; (b) penalties under PAGA for alleged violations of Labor Code sections 2699 et. seq., and

1 2802; (c) claims for the attorney's fees and costs incurred in the prosecution of the
2 Action; (d) any other remedies, penalties, or interest based on the facts alleged in the
3 Operative Complaint as it pertains to the Expense Class; and (e) all claims that
4 Plaintiffs and/or the Expense Class may have against the Released Parties relating to
the payment, taxation, and allocation of attorney's fees and costs to Counsel pursuant
to this Settlement Agreement

5 2. As of the Effective Date, Plaintiffs and the Participating Class Employees (those who
6 do not opt-out) release the Released Parties from the Released Claims in exchange for the
7 consideration provided by the Settlement Agreement. The "Released Parties" are Defendant and its
8 past, present and future parent, affiliates, subsidiaries, related entities and each of their company-
9 sponsored employee benefit plans, and their respective successors and predecessors in interest, all of
their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and
each of their past, present and future officers, directors shareholders, employees, agents, principals,
heirs, representatives, attorneys, accountants, auditors, consultants, insurers, shareholders, and
attorneys.

10 **IX. ADDITIONAL INFORMATION**

11 The pleadings and other records in this litigation may be examined online on the Alameda
12 County Superior Court's website, known as 'eCourt Public Portal,' at
<https://eportal.alameda.courts.ca.gov>" <https://eportal.alameda.courts.ca.gov>.

13 After arriving at the website, click 'Search' tab at the top of the page, then select the
14 Document Downloads link, enter the case number and click 'Submit.' Images of every document
15 filed in the case may be viewed at a minimal charge. You may also view images of every document
filed in the case free of charge by using one of the computer terminal kiosks available at each court
location that has a facility for civil filings.

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17 **PLEASE DO NOT TELEPHONE OR CONTACT THE COURT OR**
18 **THE OFFICE OF THE CLERK FOR INFORMATION REGARDING**
19 **THIS SETTLEMENT OR THE CLAIM PROCESS.**
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EXHIBIT A

[name/ID#]

Defendant's records indicate that during the applicable time period, from March 16, 2020 through July 26, 2022, you worked ____ Pay Periods as a California employee for Defendant. If you disagree with the Pay Periods figure as set forth above, you must notify the Settlement Administrator in writing by the deadline of _____, 2022 and attach documentation supporting your dispute. Failure to provide this information and satisfactory supporting documentation of the Pay Periods you believe you worked for Defendant during the applicable time period will result in any claim you submit being based solely on Defendant's records.

ESTIMATED CLAIM AMOUNT

Based on the above your estimated payment is \$_____ ("Individual Settlement Amount"). This estimated amount is only an estimate. The actual amount of your Individual Settlement Amount may increase or decrease based on several factors, including the final amounts approved by the Court and disputes raised by other Class Employees. As a result, you may receive a smaller, or larger, payment.

4886-7268-3050.1 / 098343-1057