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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

14 JOHN WHEELER, an individual, on
15 behalf of himself and on behalf of all
16 persons similarly situated,

17 Plaintiff,

18 vs.

19 NEXSTAR BROADCASTING, INC.,
20 a Corporation; NEXSTAR
21 BROADCASTING GROUP, INC., a
22 Corporation; and DOES 1 through 50,
23 inclusive,

24 Defendants.

CASE No. **CGC-22-600499**

**DECLARATION OF NORMAN BLUMENTHAL
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT,
ATTORNEYS' FEES, COSTS AND SERVICE
AWARD**

Hearing Date: June 26, 2024

Hearing Time: 9:30 a.m.

[Hearing scheduled by Order dated February 15,
2024]

Judge: Hon. Richard B. Ulmer

Dept: 302

Action Filed: July 1, 2022

Trial Date: Not Set

1 I, NORMAN B. BLUMENTHAL, declare as follows:

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiff John Wheeler ("Plaintiff") in this matter. As such, I am fully
4 familiar with the facts, pleadings and history of this matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.
6 This declaration is being submitted in support to the Plaintiff's motion for final approval of the class
7 settlement, including attorneys' fees, costs and service award

8 2. Over the course of the litigation, a number of attorneys in my firm have worked on this
9 matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm
10 resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases our
11 firm has undertaken are also set forth in Exhibit #1. The bulk of the attorneys involved in this matter at
12 Blumenthal Nordrehaug Bhowmik De Blouw LLP have had substantial class litigation experience in the
13 areas of employment class actions, unfair business practices and other complex litigation. The attorneys
14 at my firm have extensive experience in cases involving labor code violations and overtime claims. Class
15 Counsel has litigated similar overtime cases against other employers on behalf of employees, including
16 cases against Sharp Healthcare, Walmart, Legoland, Cigna, HealthNet, See's Candies, Securitas, Okta,
17 Advanced Home Health, El Pollo Loco, Total Renal, Panda Express, Walt Disney Resorts, Pharmaca,
18 Nortek Security, California Fine Wine, Solarcity, Walgreens, Space Exploration, Union Bank, Verizon,
19 Apple, Wells Fargo, Kaiser, Universal Protection Services, and California State Automobile Association.
20 Class Counsel have been approved as experienced class counsel during contested motions in state and
21 federal courts throughout California. It is this level of experience which enabled the firm to undertake the
22 instant matter and to successfully combat the resources of the defendants and their capable and
23 experienced counsel. Class Counsel have participated in every aspect of the settlement discussions and
24 have concluded the settlement is fair, adequate and reasonable and in the best interests of the Class.

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the
28 "Agreement") between the parties is attached hereto as Exhibit #2. Plaintiff and Defendants Nexstar

Media Inc., f/k/a Nexstar Broadcasting, Inc. and Nexstar Media Group, Inc. f/k/a Nexstar Broadcasting Group, Inc. ("Defendants") reached a full and final settlement of the above-captioned action, which is embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, the Gross Settlement Amount to be paid by Defendants is Three Million Eight Hundred Thousand Dollars (\$3,800,000). (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payment to Plaintiff; and (5) the PAGA Penalties. (Agreement at ¶ 1.22.)

(b) The Gross Settlement Amount does not include Defendants' share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendants. (Agreement at ¶ 3.1.)

(c) Within fourteen (14) days of the Effective Date, Defendants shall deposit the Gross Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to Participating Class Members along with the other Court-approved distributions shall be made by the Administrator within fourteen (14) days after Defendants fully fund the Gross Settlement Amount. (Agreement at ¶ 5.1.)

(d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will initially be based on Defendants' records; however, Class Members will have the right to challenge the number of Workweeks.

(e) Class Members were sent the Court approved Class Notice using the procedure approved by

1 the Court by mailing the notice packets after updating class members' addresses using the National
2 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices
3 to any forwarding address provided or updated address located. Declaration of Nicole Bench ("Bench
4 Decl.") ¶¶ 5-8. Class Members were provided with the opportunity to exclude themselves or "opt out"
5 if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.) Bench Decl. ¶ 8, Exh.
6 A. No Class Member objected and only two Class Members submitted a request for exclusion. Bench
7 Decl. ¶ 13-14. Therefore, nearly all Class Members (99.89%) are deemed Participating Class Members
8 who are bound by the Settlement and will be entitled to receive a Settlement Share. (Agreement at ¶
9 8.5(c).) All Aggrieved Employees, including those who submit an opt-out request, will still be paid their
10 allocation of the PAGA Penalties and will remain subject to the release of the PAGA Released Claims
11 regardless of their request for exclusion. (Agreement at ¶ 6.3 and 5.8(d)) Finally, the Notice advised the
12 Class Members of their right to object to the Settlement and/or dispute their Workweeks. (Agreement
13 at ¶¶ 8.6 and 8.7, Ex. A.)

14 (f) A Participating Class Member must cash his or her Individual Class Payment check within
15 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
16 be voided and any funds represented by such checks to the California Controller's Unclaimed Property
17 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements
18 of California Code of Civil Procedure Section 384, subd. (b). (Agreement at ¶ 5.4.)

19 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement.
20 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
21 administration in an amount not to exceed \$25,000. (Agreement at ¶ 3.2(c).) As set forth in the Bench
22 Decl. at ¶ 20, the Administration Expenses Payment, including fees and costs incurred to-date, as well
23 as anticipated fees and costs for completion of the settlement administration, are \$20,467.

24 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
25 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
26 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
27 Litigation Expenses Payment in an amount not to exceed \$33,000. (Agreement at ¶ 3.2(b).) Subject to
28 Court approval, the Agreement provides for a payment of no more than \$10,000 to the Plaintiff as the

1 Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of these requests for
2 attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary
3 support, including lodestar.

4 (i) Subject to Court approval, Eighty Thousand Dollars (\$80,000) will be paid from the Gross
5 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor
6 Code Section 2698, *et seq.* ("PAGA"). Pursuant to the express requirements of Labor Code § 2699(i),
7 the PAGA Payment shall be allocated as follows: 75% (\$60,000) shall be allocated to the Labor
8 Workforce Development Agency ("LWDA") as its share of the civil penalties and 25% (\$20,000)
9 allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the
10 number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying
11 proof of service, the LWDA has been served with this motion and the Agreement.

12 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
13 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
14 is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued
15 at \$3,800,000 is an excellent result for the Class. This result is particularly favorable in light of the fact
16 that liability and class certification in this case were far from certain in light of the defenses asserted by
17 Defendants. Given the complexities of this case, the defenses asserted, the uncertainty of class
18 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
19 reasonable and adequate, and should be finally approved.

20
21 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
22 dated February 15, 2024 ("Preliminary Approval Order"), the approved Class Notice has been
23 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.
24 On March 25, 2024, the Administrator mailed the Court-approved Class Notice to the Class Members,
25 which provided each class member with the terms of the Settlement, including notice of the claims at
26 issue and the financial terms of the settlement, including the attorneys' fees, costs, and service award that
27 were being sought, how individual settlement awards would be calculated, and the specific, estimated
28 payment amount to that individual. See Declaration of Nicole Bench ("Bench Decl.") ¶ 8, Exh. A. In

1 disseminating the notice, the Administrator followed the notice procedures authorized by the Court in its
2 Preliminary Approval Order. Significantly, there have been no objections and only two requests to opt-
3 out. Bench Decl. ¶¶ 13-14. As such, nearly the entire Class (99.89%) will participate in the Settlement
4 and will be sent a settlement check. *See* Bench Decl. at ¶¶ 13-16.

5
6 5. Description of Plaintiff's claims - The Action generally alleges that Plaintiff and other
7 Class Members were not properly paid all overtime wages for hours worked and at the correct rate of pay,
8 were not provided meal and rest periods or paid premiums at the correct rate of pay in lieu thereof, were
9 not timely paid earned wages, were not provided reimbursement for required expenses, were not provided
10 accurate itemized wage statements, were not paid sick wages at the correct rate, and were not paid all
11 wages at the time of termination. The Action seeks unpaid wages, penalties, attorney fees, litigation
12 costs, and any other equitable or legal relief allegedly due and owing to Plaintiff and the other Class
13 Members by virtue of the foregoing claims.

14
15 6. Procedural History of the Litigation

16 (a) On April 8, 2022, Plaintiff filed with the LWDA and served on Defendant a notice under Labor
17 Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf
18 of Aggrieved Employees for various Labor Code violations ("PAGA Notice"). On July 1, 2022, Plaintiff
19 filed a class action Complaint against Defendants in the Superior Court of the State of California, County
20 of San Francisco. This class action Complaint asserted class claims against Defendants for: (1) unfair
21 competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages
22 in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in
23 violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in
24 violation of California Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in
25 violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to reimburse employees for required expenses
26 in violation of California Labor Code § 2802; (7) failure to provide accurate itemized wage statements
27 in violation of California Labor Code § 226; (8) failure to provide wages when due in violation of
28 California Labor Code §§ 201, 202 and 203; and, (9) failure to pay sick wages in violation of California

1 Labor Code §§ 201-204, 233, and 246. On October 12, 2022, Defendants filed an Answer to Plaintiff's
2 Class Action Complaint, asserting twenty (20) affirmative defenses.

3 (b) On July 1, 2022, Plaintiff filed a separate Representative Action Complaint in the Superior
4 Court of the State of California, County of San Francisco seeking civil penalties under the Labor Code
5 Private Attorneys General Act of 2004 ("PAGA") against Defendants. Plaintiff's Representative Action
6 Complaint alleged on cause of action for Civil Penalties for alleged violations of California Labor Code
7 §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194,
8 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision
9 5(A)-(B), and the Applicable Wage Orders. On October 12, 2022, Defendants filed an Answer to
10 Plaintiff's Class Action Complaint, asserting nineteen (19) affirmative defenses.

11 (c) As part of the Agreement, on October 17, 2023, Plaintiff filed a First Amended Class Action
12 and Representative Action Complaint that adds the claims and parties from the PAGA Action into the
13 first-filed Class Action, as well as Plaintiff's individual, non-wage and hour claims as an additional Tenth
14 Cause of Action. The First Amended Class Action and Representative Action Complaint is the operative
15 complaint in the Action (the "Operative Complaint").

16 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
17 production of documents, class data, and other information, allowing for the full and complete analysis
18 of liabilities and defenses to the claims in the Action. Plaintiff performed informal discovery, which
19 included the production and analysis of hundreds of pages of documents. The information for mediation
20 obtained by Plaintiff included: (1) data concerning the class (2) payroll data for the class and timekeeping
21 data; (3) Defendants' wage and hour policies and job descriptions; (4) the employment file for the
22 Plaintiff; and, (5) samples of wage statements provided by Defendants. As such, Class Counsel received
23 the data and information for the Class, which was sufficient for Plaintiff's expert to prepare the valuations
24 of the claims for the Class.

25 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.
26 The Parties have vigorously litigated the Action since inception. During the course of litigation, the
27 Parties each performed analysis of the merits and value of the claims. Plaintiff and Defendants have
28 engaged in substantial research and investigation in connection with the Action. Class Counsel has

1 thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert
2 to perform an analysis of the data and valuation of the claims.

3 (f) Plaintiff and Defendants agreed to discuss resolution of the Action through a mediation. Prior
4 to mediation, the Parties engaged in the above investigation and the exchange of documents and
5 information in connection with the Action. On June 2, 2023, the Parties participated in an all-day
6 mediation presided over by Jeff Ross, a respected and experienced mediator of wage and hour class
7 actions. The Parties attended a second session on June 30, 2023. Following the second mediation, each
8 side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator's
9 proposal which was memorialized in a memorandum of understanding. The Parties then negotiated the
10 final terms of the settlement as set forth in the Agreement. At all times, the negotiations were arm's
11 length and contentious.

12 (g) Although a settlement has been reached, Defendants deny any liability or wrongdoing of any
13 kind associated with the claims alleged in the Actions and further deny that, for any purpose other than
14 settlement, the Action are appropriate for class and/or representative treatment. Defendants contend,
15 among other things, that they have properly compensated the Class Members, and complied at all times
16 with the California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
17 Defendants contend that class certification is inappropriate for any reason other than for settlement.
18 Plaintiff contends that Defendants violated California wage and hour laws. Plaintiff further contends that
19 the Action is appropriate for class certification on the basis that the claims meet the requisites for class
20 certification. Without admitting that class certification is proper, Defendants has stipulated that the above
21 Class may be certified for settlement purposes only. (Agreement at ¶ 2.9.) The Parties agree that
22 certification for settlement purposes is not an admission that class certification is proper. Further, the
23 Agreement is not admissible in this or any other proceeding as evidence that the Class could be certified
24 absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the
25 requisites for establishing class certification with respect to the Class are satisfied.

26 (h) Class Counsel has conducted a thorough investigation into the facts of the class action. Over
27 the course of more than a year, Class Counsel diligently evaluated the Class Members' claims against
28 Defendants. Prior to the settlement negotiations, counsel for Defendants provided Class Counsel with

1 access to necessary information for the Class. In addition, Class Counsel previously negotiated
2 settlements with other employers in actions involving nearly identical issues and analogous defenses.
3 Based on the foregoing data and their own independent investigation, evaluation and experience, Class
4 Counsel believes that the settlement with Defendants on the terms set forth in the Agreement is fair,
5 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
6 circumstances, including the risk of significant delay, defenses asserted by Defendants, and potential
7 appellate issues.

8
9 7. History of Settlement Discussions

10 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations
11 before an experienced and well-respected mediator. Defendants have expressly denied and continue to
12 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and Class
13 Counsel have determined that it is desirable and beneficial to the Class to resolve the Released Class
14 Claims of the Class in accordance with this Settlement, based upon the experience of Class Counsel who
15 has previously litigated similar claims against other employers.

16 (b) The Parties attended two arms-length mediation sessions with David A. Rotman, Esq., a
17 respected and experienced mediator of wage and hour class actions, in order to reach this Settlement. In
18 preparation for the mediation, Defendants provided Plaintiff and Class Counsel with payroll and
19 employment data and other information regarding the Class Members, various internal documents, and
20 other compensation and employment-related materials. Class Counsel analyzed the data with the
21 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
22 mediator. Following the second all-day mediation session, the Parties agreed to this Settlement based
23 upon a mediator's proposal.

24 (c) From August 2023 to November 2023, the settlement agreement and exhibits thereto were
25 finalized and executed. On February 15, 2024, the Court issued its Order granting preliminary approved
26 of the settlement as fair, adequate, and reasonable to the Class.

27 (d) Plaintiff and Class Counsel believe that this settlement is fair, reasonable and adequate. In
28 my judgment as experienced Class Counsel, this Settlement should be finally approved.

1 8. The outcome of this case would have been uncertain and fraught with risks.

2 (a) Here, a number of defenses asserted by Defendants present serious threats to the claims of the
3 Plaintiff and the other Class Members. Defendants asserted that Defendants' practices complied with all
4 applicable Labor laws. Defendants argued that all work time was properly recorded and paid for and that
5 there was no miscalculation of the regular rate. Defendants contended that their meal and rest period
6 policies fully complied with California law and Defendants did not fail to provide the opportunity for
7 legally required meal and rest breaks. Defendants showed that significant meal and rest period premiums
8 were paid, which could be argued established the lawfulness of their practices. As to expenses
9 reimbursement, Defendants contended that they did not fail to provide reimbursement for necessary
10 business expenses and that claimed expenses were incurred voluntarily and/or for the convenience of
11 employees and is therefore not required reimbursement. Defendants argued that the decisions in *Brinker*
12 *v. Superior Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096,
13 1108 (2003), and *Salazar v. See's Candy Shops Inc.*, 64 Cal.App.5th 85 (2021), weakened Plaintiff's
14 claims, on liability, value, and class certifiability as to the meal and rest period claims. Defendants also
15 argued that based on their facially lawful practices, they acted in good faith and without willfulness,
16 which if accepted would negate the claims for waiting time penalties and/or inaccurate wage statements.
17 If successful, Defendants' defenses could eliminate or substantially reduce any recovery to the Class.
18 While Plaintiff believes that these defenses could be overcome, Defendants maintain these defenses have
19 merit and therefore present a serious risk to recovery by the Class.

20 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
21 to obtain class certification and thereby not recover on behalf of any employees other than himself.
22 Defendants argued that the individual experience of each putative class member varied with respect to
23 the claims. Defendants could also contest class certification by arguing injury and good faith were case-
24 by-case determinations that precluded class certification. Plaintiff is aware of other cases where class
25 certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019)
26 (denying certification of rest break claims). Finally, even if class certification was successful, as
27 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
28 4th 1 (2014), there are significant hurdles to overcome for a class wide recovery even where the class has

1 been certified. While other cases have approved class certification in wage and hour claims, class
2 certification in this action would have been hotly disputed and was by no means a foregone conclusion.

3 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
4 cannot be overstated. There is little doubt that Defendants would post a bond and appeal in the event of
5 an adverse judgment. A post-judgment appeal by Defendants would have required many more years to
6 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
7 could have dragged on for years after the appeal. The Plaintiff and Class Counsel recognize the expense
8 and length of a trial against Defendants through possible appeals which could take at least another two
9 or three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,
10 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the
11 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,
12 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery
13 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. The
14 Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiff and Class
15 Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class.

16 (d) The Settlement in this case is fair, reasonable and adequate considering Defendants' defenses
17 to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
18 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
19 to the value of the claims. Based upon 1,834 Class Members who collectively worked 199,464 weeks,
20 the Gross Settlement Amount provides a value of \$2,071 per Class Member and \$19 per work week and
21 the Net Settlement Amount provides an average recovery of \$1,303.09 per Class Member and a recovery
22 of \$11.98 per work week. The calculations to compensate for the amount due for the Class at the time
23 of the mediation were calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose
24 claims are at issue in this Action, Plaintiff used the expert to analyze the data and determine the potential
25 unpaid wages for the employees. For the Class, the maximum value of the claim for unpaid overtime was
26 \$52,513, the maximum value of the claim for unpaid wages due to alleged miscalculation of the regular
27 rate for sick pay and overtime was \$50,580, the maximum value of the claim for unpaid wages due to
28 alleged off-the-clock work was \$7,877,768, the maximum potential damages for unpaid meal premiums

1 were estimated to be \$6,365,280 based upon a potential 31% violation rate observed in the records and
2 after deduction for meal premiums paid (\$991,464), the maximum potential rest period damages were
3 estimated to be \$3,144,579 based upon one violation per week after deducting premiums paid, and the
4 maximum potential damages for failure to provide expense reimbursement were calculated to be
5 \$265,150. In total, the damages for the Class were calculated to have a maximum potential total value
6 of \$17,755,870. In addition, Plaintiff calculated that the maximum value of the potential waiting time
7 penalties was between \$483,800 and \$4,325,950, depending on the predicate violation, and the maximum
8 value of the potential waiting time penalties was \$1,977,506.¹ Consequently, the Gross Settlement
9 Amount represents more than 21% of the potential maximum damages at issue for the Class in this case,
10 assuming these amounts could all be proven in full at trial.² Given the amount of the Settlement as
11 compared to the potential value of the claims, the Settlement is most certainly fair and reasonable.³

12 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
13 recovery, particularly when viewed in light of the fact that the Defendants asserted serious and substantial
14 defenses both to liability and to class certification. The maximum and average class member allocation
15

16 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226,
17 at mediation Plaintiff recognized that these claims were subject to additional, separate defenses asserted
18 by Defendants, including, a good faith dispute defense as to whether any premium wages for meal or
19 rest periods or other wages were owed given Defendants' position that Plaintiff and Class Members
20 were properly compensated. *See Naranjo v. Spectrum Sec. Servs., Inc.*, 2024 Cal. LEXIS 2438, at *3
21 (May 6, 2024) ("if an employer reasonably and in good faith believed it was providing a complete and
accurate wage statement in compliance with the requirements of section 226, then it has not knowingly
and intentionally failed to comply with the wage statement law."); *Nordstrom Commission Cases*, 186
Cal. App. 4th 576, 584 (2010) (no willful failure to pay wages if the employer has good faith dispute).

22 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not included the
23 PAGA claim in this discussion of the class claim valuation. The PAGA claim is addressed in the
Declaration of Nordrehaug at ¶ 33 filed in support of Plaintiff's Motion for Preliminary Approval.

24 ³ *See Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000)
25 approving settlement which represented "roughly one-sixth of the potential recovery"); *Stovall-Gusman*
26 *v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. 2015) (granting final approval
27 where "the proposed Total Settlement Amount represents approximately 10% of what class might have
28 been awarded had they succeeded at trial."); *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal.
2016) (approving wage and hour class action settlement amounting to 8.1% of full verdict value); *Ma*
v. Covidien Holding, Inc., 2014 WL 2472316, (C.D. Cal. 2014) (approving wage and hour class action
settlement worth "somewhere between 9% and 18%" of full verdict value).

(in addition to their Individual PAGA Payment) are \$3,318.86 and \$1,303.09, respectively. *See* Bench Decl. ¶18. Given the complexities of this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

(f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiff would prevail against the Defendants' factual and legal defenses. While Plaintiff and Class Counsel believe in the merits of the claims, Defendants have asserted real and substantial defenses to these claims and to class certification. Settlement in this case clearly benefits the Class when measuring the strengths of Plaintiff's case and the risk of establishing class wide liability and damages.

ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD

9. The Agreement For The Payment of Fees and Expenses Should Is Appropriate And Should Be Enforced

(a) Class Counsel successfully negotiated a class action settlement which provides for a common fund settlement to be paid by Defendants to the Class in the amount of Three Million Eight Hundred Thousand Dollars (\$3,800,000). (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement Amount.

(b) In the class action context, that means "attempting to award the fee that informed private bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining between experienced counsel and Defendants resulted in Defendants negotiating the fee award to one-third of the Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees. Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in an equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate market value of the award requested.

(c) The requested fee award, agreed to by the parties as part of the Settlement, should be approved. The requested fee award was bargained for during arms' length adversarial bargaining by

1 counsel for each of the parties as part of the Settlement.

2
3 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
4 Created for the Benefit of the Class

5 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
6 of the Gross Settlement Amount of \$3,800,000, which equals \$1,266,666 for attorneys' fees. As part
7 of the Agreement, Defendants also agreed that Class Counsel will also be paid reasonable litigations
8 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$33,000. Finally,
9 Defendants also agreed that Plaintiff can be awarded a Class Representative Service Payment in the
10 amount of \$10,000, as his service award under the Agreement.

11 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases involving a
12 significant contingent risk such as this one. Our legal system places unique reliance on private litigants
13 to enforce substantive provisions of employment law through class actions. Therefore, attorneys
14 providing these substantial benefits should be paid an award equal to the amount negotiated in private
15 bargaining that takes place in the legal market place.

16 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour
17 and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank
18 with his fee. The attorney working on a contingent basis can only log hours while working without pay
19 towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the risk
20 and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this
21 case, the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent
22 fee market risk in this all or nothing contingent fee case wherein the necessity and financial burden of
23 private enforcement makes the requested award appropriate. This case was litigated on a contingent basis
24 for over one year, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am
25 aware of other similar cases where the court dismissed the class allegations or denied class certification.
26 Under such circumstances, courts have held that a risk multiplier must be applied to the fee award.

27 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
28 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee

1 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
2 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
3 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
4 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
5 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
6 multiplier approved in other cases.

7 (e) At the time this case was brought, the result was far from certain as discussed above at
8 paragraphs 8(a) and 8(b).

9 (f) The Settlement was possible only because Class Counsel was able to convince Defendants
10 that Plaintiff could potentially prevail on the contested issues regarding liability, maintain class
11 certification, overcome difficulties in proof as to monetary relief and take the case to trial if need be. In
12 successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour
13 and class action litigation. The high quality of the Class Counsel's work in this case was mandated by
14 the vigorous defense presented by counsel for Defendants. Over the last years of litigation, Class Counsel
15 was required to invest substantial time and resources in investigation, litigation, the determination of
16 potential damages and communicating with and responding to opposing counsel's and class members'
17 requests and inquiries.

18 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego
19 compensable hourly work on other cases to devote the necessary time and resources to this contingent
20 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent
21 fee work in this case which could potentially have paid nothing.

22 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
23 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
24 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
25 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
26 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
27 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
28 Counsel advanced more than \$33,000 in costs which could not have been recovered if this case had been

1 lost. The Plaintiff also undertook the risk of liability for Defendants' costs had this case not succeeded,
2 as well as other potential negative financial ramifications from having sued Defendants on behalf of the
3 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
4 Plaintiff also support the requested awards.

5 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
6 reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
7 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$1,266,666
8 is also established by reference to Class Counsel's lodestar in this matter. . **The contemporaneous**
9 **billing records for Class Counsel evidence that through June 3, 2024, Class Counsel's total lodestar**
10 **is \$355,925**, with significant additional fees still to be incurred to complete final approval and the
11 settlement process. The requested fee award is therefore currently equivalent to Class Counsel's total
12 lodestar with a multiplier of less than 3.6, and there will be additional lodestar incurred by Class Counsel
13 to complete the settlement process and manage the settlement distribution and reports. Such a multiplier
14 is within the range of multipliers approved in other cases such as *Laffitte* and *Vizcaino*.⁴ As evidenced
15 by the billing, Class Counsel's work was efficiently performed and highly successful, and Class Counsel
16 should not be punished for efficient and successful litigation. As a result, this Court may conclude that
17 the requested award is fair and reasonable and is justified under California law.⁵

18
19 ⁴ See *Laffitte, supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.03 to 2.13);
20 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65 multiplier approved because of
21 substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278 (2010) (in class actions
22 reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple*
23 *Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even higher."); *In*
24 *re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of
25 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008) (affirming
26 multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S.
27 Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26 multiplier).

28 ⁵ Class Counsel's hourly rates used in the lodestar are also reasonable. Class Counsel's hourly rates
have been approved by Court's throughout California, including the Courts in the Superior Court of
California. Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
comparing such rates with the rates of comparable counsel practicing complex and class litigation as
detailed in the National Law Journal Billing Survey. See *Zest IP Holdings, LLC v. Implant Direct*
MFG., LLC, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775
average billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are

1 (j) Counsel retained on a contingency fee basis, whether in private matters or in representative
2 litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent fee schedule
3 in order to compensate for both the risks and the delay in payment for the simple fact that despite the most
4 vigorous and competent of efforts, success is never guaranteed. This is particularly true here where Class
5 Counsel has prosecuted this case on a contingency basis for over a year. Indeed, if counsel is not
6 adequately compensated for the risks inherent in difficult class actions, competent attorneys will be
7 discouraged from prosecuting similar cases.

8 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
9 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
10 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
11 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
12 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
13 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
14 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
15 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
16 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
17 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
18 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
19 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
20 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
21 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
22 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
23 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
24 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
25 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
26 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
27

28 reasonable rates when compared within 21 other firms practicing in the Southern District of California.).

1 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
2 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
3 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
4 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
5 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
6 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
7 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
8 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
9 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
10 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
11 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
12 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
13 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
14 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
15 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
16 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
17 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
18 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
19 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
20 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
21 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
22 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
23 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
24 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
25 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
26 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in
27 a wage and hour class settlement.

28 **12. The contemporaneous billing records for Class Counsel evidence that through June**

1 **3, 2024, Class Counsel's total lodestar is \$355,925.00**, with significant additional fees still to be
2 incurred to complete final approval and the settlement process. From April 11, 2022 to June 3, 2024, my
3 firm worked on this matter for over 446 hours, with hourly rates for attorneys ranging from \$450 to \$995,
4 resulting in a total incurred lodestar for my firm in the amount of \$355,925.00. The requested fee award
5 is therefore currently equivalent to Class Counsel's total lodestar with a multiplier of less than 3.6, and
6 there will be additional lodestar incurred by Class Counsel to complete the settlement process and manage
7 the settlement distribution and reports. A detailed breakdown of the total fees and the services performed
8 by the firm on this case is attached hereto as Exhibits #3 and 4.⁶ In addition, Class Counsel will be
9 performing significant additional work that is not included in this lodestar amount, including finalizing
10 the final approval motion, attending the hearing on final approval, and monitoring completion of the
11 settlement process. I expect this additional work will result in \$20,000 in additional lodestar for my firm.
12 The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal
13 community for similar work and, if this were a commercial matter, these are the charges that would be
14 made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the
15 appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey
16 Matrix is attached hereto as Exhibit #5. These hourly rates have been approved by Court's throughout
17 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
18 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in
19 line with those prevailing in the [relevant] community'—the Central District of California". Finally, the
20 reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the
21 rates of comparable counsel practicing complex and class litigation as detailed in the National Law
22 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist.
23 LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and
24 "Mayer Brown's \$543 average associate billing rate" are reasonable rates when compared within 21 other
25 firms practicing in the Southern District of California.) This survey is useful to show that Class
26

27
28 ⁶ Class Counsel switched billing systems in June 2022, so Exhibit #3 contains the billing for
inception to June 2022, and Exhibit #4 contains the billing from June 2022 to June 3, 2024.

1 Counsel's rates are in line with the comparable rates of the defense counsel that opposes these types of
2 class claims, such as Mayer Brown noted above who is defense counsel in cases currently being
3 prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing
4 counsel in many cases prosecuted by Class Counsel, charges rates as high as \$875 for partners and \$535
5 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, charges
6 between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Class
7 Counsel for comparable work are less than these examples, and are therefore undoubtedly reasonable.
8 Therefore, the requested fee award as a percentage of the fund is supported by the currently lodestar
9 incurred with a reasonable multiplier which will be even less by the completion of the settlement. This
10 is comparable to the multipliers approved in other cases. The requested award is therefore reasonable
11 viewed by the Lodestar/Multiplier cross-check.

12 13 Litigation Expenses

14 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a "Class
15 Counsel Litigation Expenses Payment of not more than \$33,000." Class Counsel requests reimbursement
16 for incurred litigation expenses and costs in the amount of \$33,000. Class Counsel have incurred
17 \$34,167.36 based upon counsel's billing records; therefore, this requested amount of \$33,000 is less than
18 the amount actually incurred by Class Counsel. These litigation expenses include the expenses incurred
19 for filing fees, mediation expenses, expert expenses (Berger Consulting), and attorney service charges
20 (Knox, OneLegal), e-service charges (File & Serve Xpress), research charges (LexisNexis), and
21 appearance fees, all of which are costs normally billed to and paid by the client.⁷ The details of the
22 litigation expenses incurred are set forth in Exhibits #3 and 4.⁸ These costs were reasonably incurred in
23

24 ⁷ Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821
25 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging,
26 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
27 mediation, exhibits, documents scanning, and visual equipment are typically recoverable." *Rutti v.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

28 ⁸ Exhibit #3 contains the expense billing for inception to June 2022, and Exhibit #4 contains the
expense billing from June 2022 to June 3, 2024.

1 the prosecution of the Action.

2
3 Service Award

4 14. For his service as the only class representative, Plaintiff should be awarded the agreed
5 service award of \$10,000 in accordance with the Agreement for his time, risk and effort expended on
6 behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendants have agreed to this
7 payment and there have been no objections to the requested service award. The declaration of Plaintiff
8 in support of this request is attached hereto as Exhibit #6. As the sole representative of the Class,
9 Plaintiff performed his duty to the Class admirably and without exception. Plaintiff worked extensively
10 with Class Counsel during the course of the litigation, responding to numerous requests, searching for
11 documents, working with counsel, and reviewing the settlement documentation. As set forth in the
12 Agreement, the Plaintiff is also providing a comprehensive release as part of the Settlement, far beyond
13 the class release. The declaration of Plaintiff details the involvement, stress and risks he undertook as
14 a result of this Action. The Plaintiff also assumed the serious risk that he might possibly be liable for
15 costs and fees to Defendants, as well as the reputational risk of being “blacklisted” by other future
16 employers for having filed a class action on behalf of fellow former employees. Without the Plaintiff's
17 participation, cooperation and information, no other employees would be receiving any benefit. The
18 payment of service awards to successful class representatives is appropriate and the amount of \$10,000
19 is well within the currently awarded range for similar settlements. The requested award is also reasonable
20 by reference to the amounts that other California courts have found to be reasonable in wage and hour
21 class action settlements: *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 Lab. Cas. (CCH)
22 P36,620 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Holman v. Experian Info.*
23 *Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member
24 recovery was \$375); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D. Cal. 2015)
25 (approving \$10,000 award); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing
26 \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an individual
27 action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding
28 \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No.

1 BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar*
2 *v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding
3 \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los
4 Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail*
5 *& Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24,
6 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A.
7 County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue*
8 *v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court
9 (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795,
10 Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v.*
11 *Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3,
12 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No.
13 BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award);
14 *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior
15 Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No.
16 BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award);
17 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
18 (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general
19 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29,
20 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los
21 Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC*
22 *Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22,
23 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054,
24 Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth*
25 *v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May
26 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-
27 273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson*
28 *v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding

1 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
2 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*,
3 Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000
4 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10,
5 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196,
6 Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT*
7 *Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
8 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
9 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services,*
10 *LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding
11 \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no.
12 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial*
13 *Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018)
14 (awarding \$10,000 service award).

15 15. The requested service awards are also reasonable in light of the reputational risk that
16 Plaintiff assumed in bringing this action against her former employer. Plaintiff put his future employment
17 prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is searchable on
18 the internet and may become known to prospective employers when evaluating" him for employment.
19 *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011).
20 Employers routinely screen employee candidates to determine whether they have ever filed a suit against
21 other employers, allowing them to screen out the litigious candidates. An entire industry exists that
22 allows employers to run extensive background searches on potential employees. Companies who provide
23 these services specifically highlight the fact that their services allows employers to weed out litigious
24 employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a
25 prospective employee is likely to sue" the employer, through background checks and other means, to
26 screen out these employees.⁹ Onicra Credit Rating Agency states: "Background screening has become
27

28 ⁹ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

1 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious
2 culture, employers simply cannot afford to hire employees who will put their company at risk."¹⁰
3 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
4 extremely competitive and highly litigious, conducting pre employment background checks has become
5 a necessity."¹¹

6 16. As a result, Class Counsel respectfully requests approval of the application for award of
7 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
8 expenses in the amount of \$33,000, and approval of the requested service award to the Plaintiff.

9 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
10 The Class Counsel Fees Payment awarded shall be allocated entirely to Blumenthal Nordrehaug
11 Bhowmik De Blouw LLP.

12
13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct. Executed this 3rd day of June, 2024, at San Diego, California.

15
16 By:


17 NORMAN B. BLUMENTHAL
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26
27 ¹⁰ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

28 ¹¹ <https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/>.

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

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75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case

No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435; Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff John Wheeler (“Plaintiff”) and defendants Nexstar Media Inc., f/k/a Nexstar Broadcasting, Inc. and Nexstar Media Group, Inc. f/k/a Nexstar Broadcasting Group, Inc., (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” collectively means: (1) Plaintiff’s Class Action lawsuit alleging wage and hour violations against Defendants captioned *John Wheeler vs. Nexstar Broadcasting, Inc. and Nexstar Broadcasting Group, Inc.*, Case No. CGC-22-600499, initiated on July 1, 2022 and pending in Superior Court of the State of California, County of San Francisco; and (2) Plaintiff’s PAGA Representative Action lawsuit alleging wage and hour violations against Defendants captioned *John Wheeler vs. Nexstar Broadcasting, Inc. and Nexstar Broadcasting Group, Inc.*, Case No. CGC-22-600506, initiated on July 1, 2022 and pending in Superior Court of the State of California, County of San Francisco
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from July 1, 2018 through the earlier of preliminary approval or October 17, 2023.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of San Francisco.
- 1.17. “Defendants” mean Nexstar Broadcasting, Inc. and Nexstar Broadcasting Group, Inc.
- 1.18. “Defense Counsel means Andrew J. Kozlow and of Jackson Lewis, P.C.
- 1.19. “Effective Date” means the date by when both of the following have occurred (a) the

Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Three Million Eight Hundred Thousand Dollars (\$3,800,000) which is the total amount to be paid by Defendants as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendants.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from July 1, 2021 through the earlier of preliminary approval or October 17, 2023.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s April 8, 2022 letters to each Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$20,000 and the 75% to LWDA (\$60,000) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means John Wheeler, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint which occurred during the Class Period. Except as expressly set forth in this Agreement, Participating Class Members do not release all other claims, including Plaintiff’s individual claims alleged in the Tenth Cause of Action of the Operative Complaint (defined below) which is subject to a separate individual settlement and release, and claims for vested benefits, wrongful termination, violations of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and California class claims based on facts occurring outside the Class Period.

- 1.39. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, violations of the Fair Employment and Housing Act, discrimination, unemployment insurance, disability, social security, worker’s compensation, and PAGA claims outside of the PAGA Period.
- 1.40. “Released Parties” means: Defendants and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, related entities, assigns and subsidiaries.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. “Workweek” means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day.

2. RECITALS

Plaintiff’s Class Action

- 2.1. On July 1, 2022, Plaintiff commenced this Action by filing a Class Action Complaint against Defendants in the Superior Court of the State of California, County of San Francisco. Plaintiff’s Complaint asserted claims that Defendants:
- (a) Violated California Business and Professions Code § 17200 et seq.;
 - (b) Failed to pay minimum wages in violation of Labor Code §§ 1194, 1197 & 1197.1;
 - (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*;
 - (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7

- & 512 and the applicable IWC Wage Order;
- (f) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
 - (g) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 - (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
 - (i) Failed to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 346.

2.2. On October 12, 2022, Defendants filed an Answer to Plaintiff's Class Action Complaint, asserting twenty (20) affirmative defenses.

Plaintiff's PAGA Action

2.3. On July 1 2022, Plaintiff filed a separate Representative Action Complaint against Defendants in the Superior Court of the State of California, County of San Francisco (the "PAGA Action"), alleging one cause of action for Civil Penalties Pursuant to Labor Code § 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the Applicable Wage Orders.

2.4. On October 12, 2022, Defendants filed an Answer to Plaintiff's Class Action Complaint, asserting nineteen (19) affirmative defenses.

Pleading Amendment

2.5. As part of this Settlement Agreement, the Parties agree to stipulate to the filing of a First Amended Class Action and Representative Action Complaint that adds the claims and parties from the PAGA Action into the first-filed Class Action, as well as Plaintiff's individual, non-wage and hour claims as an additional Tenth Cause of Action. The First Amended Class Action and Representative Action Complaint, which was filed on October 17, 2023, shall be the operative complaint in the Action (the "Operative Complaint").

2.6. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.7. **Mediation and Settlement** On June 2, 2023, the Parties participated in an all-day mediation presided over by David A. Rotman, a respected mediator of wage and hour representative and class actions. The Parties attended a second session on June 30, 2023. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator's proposal which was memorialized in

the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

- 2.8. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiff or the Class have merit or that Defendants bear any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.10. Defense counsel has previously notified Class Counsel of the existence of a pending matter of which will be materially affected by the Settlement. The matter is *James Mann v. KTLA, Inc. et al* Los Angeles County Superior Court Case No. 23STCV08875 which asserts claims that are subsumed by this settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$3,800,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendants to the Administrator. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any individual, non-wage and hour settlement,

Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$1,266,666, and a Class Counsel Litigation Expenses Payment of not more than \$33,000. Defendants will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$25,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$25,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$80,000 to be paid from the Gross Settlement Amount, with 75% (\$60,000) allocated to the LWDA PAGA Payment and 25% (\$20,000) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$20,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved

Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- i. Tax Allocation of Individual Class Payments. 25% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 75% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendants has represented that the Class consists of 1,576 Class Members who collectively worked a total of 218,473 Workweeks, and 1,312 Aggrieved Employees who worked a total of 50,796 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel

if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes, by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class

Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
- 6.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.
- (a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release,

and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- (b) Plaintiff's Other Claims. Plaintiff represents that he has additional individual, non-wage and hour claims against Defendants. Plaintiff is separately settling these individual claims. In addition to the Gross Settlement Amount, Plaintiff will also separately be paid for resolution of his individual claims as set forth in his separate confidential individual settlement agreements. This individual settlement to be paid to Plaintiff is in addition to the Gross Settlement Amount and will be memorialized in a confidential individual settlement agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court.

6.2. Release by Participating Class Members. 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.

6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

7. **MOTION FOR PRELIMINARY APPROVAL**. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

7.1. Defendants' Responsibilities. Within 14 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement other than the previously disclosed matter of *James Mann v. KTLA, Inc. et al* Los Angeles County Superior Court Case No. 23STCV08875 which asserts claims that are subsumed by the Settlement. In this Declaration, Defendants shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

7.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed

Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement other than the previously disclosed matter of *James Mann v. KTLA, Inc. et al* Los Angeles County Superior Court Case No. 23STCV08875 which asserts claims that are subsumed by the Settlement.

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The

Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no

obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the

Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- (e) Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendants provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendants are providing a declaration as set forth in paragraph 7.1 above. Should the qualifying workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% of the amount stated in paragraph 4.1 above (i.e., if the workweeks exceed 240,321), Defendants, at its option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of workweeks reaches 240,321, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 10% (i.e., if there was 11 % increase in the number workdays during the Class Period, Defendants would agree to increase the Gross Settlement Amount by 1 %).

10. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Expenses incurred as of the date Defendants make this election to withdraw.

Defendants must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved

and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement

confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given

as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Andrew J. Kozlow
Jackson Lewis P.C.
50 California Street, 9th Floor
San Francisco, California 94111-4615
Tel.: (415) 394-9400
Fax: (415) 394-9401
E-Mail: Andrew.Kozlow@jacksonlewis.com

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for a period of not less than one (1) year starting from the date of the signing of this agreement by all parties until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and

have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff John Wheeler

Dated: 12/1/23


[name]

For Defendant Nexstar Media Inc., f/k/a Nexstar Broadcasting, Inc.

Dated: 12/1/23


[name]

For Defendant Nexstar Media Group Inc., f/k/a
Nexstar Broadcasting Group, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Andrew J. Kozlow
Jackson Lewis P.C.
Attorney for Defendants

have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Dec 1, 2023



Plaintiff John Wheeler

Dated: _____

_____[name]

For Defendant Nexstar Media Inc., f/k/a Nexstar Broadcasting, Inc.

Dated: _____

_____[name]

For Defendant Nexstar Media Group Inc., f/k/a
Nexstar Broadcasting Group, Inc.

Dated: 12/1/23



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 12/04/23



Andrew J. Kozlow
Jackson Lewis P.C.
Attorney for Defendants

EXHIBIT A
[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

EXHIBIT “A”

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

***Wheeler vs. Nexstar Broadcasting, Inc., Superior Court of the State of California,
County of San Francisco, Case No. CGC-22-600499***

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants Nexstar Media Inc., f/k/a Nexstar Broadcasting, Inc. and Nexstar Media Group, Inc. f/k/a Nexstar Broadcasting Group, Inc. (“Defendants”) for alleged wage and hour violations. The Action was filed by Plaintiff John Wheeler (“Plaintiff”) and seeks payment of (1) wages and other relief for the Class of all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period which is July 1, 2018 through October 17, 2023 (“Class Members”), and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the PAGA Period which is July 1, 2021 through October 17, 2023 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payment payments to Class Members, and (2) a PAGA Settlement requiring Defendants to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding) and your share of the PAGA Penalties is estimated to be <<\$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your share of the PAGA Penalties, then according to Defendants’ records you are not eligible for share of the PAGA Penalties under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked <<_____>> workweeks** during the Class Period and **you worked <<_____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Class Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have

carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and in exchange requires Class Members to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and a share of the PAGA Penalties if eligible. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendants as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendants. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Response Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Class Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude

	yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by the Response Deadline ()	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Class Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102, in Department 302 before Judge Richard Ulmer. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Class Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline ()	The amount of your Individual Class Payment and your share of the PAGA Penalties (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Class Notice.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Francisco (the “Court”), has been reached between Plaintiff and Defendants and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period.

The “Class Period” is July 1, 2018 through October 17, 2023.

2. What is this class action lawsuit about?

On July 1, 2022, Plaintiff filed a class action complaint against Defendants in the Superior Court of the State of California, County of San Francisco. Plaintiff asserted the following class claims against Defendants: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to reimburse employees for required expenses, failure to provide accurate itemized wage statements, failure to provide wages when due, and failure to pay sick wages.

On July 1, 2022, Plaintiff filed a representative action complaint against Defendants in the Superior Court of the State of California, County of San Francisco, asserting a single cause of action for violation of the Private Attorneys General Act (Labor Code §§ 2698. et seq.) (“PAGA”) alleging violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order.

These two lawsuits are referred to in this Class Notice as the “Action.” As part of this Settlement Agreement, the Parties agree to stipulate to the filing of a First Amended Class Action and Representative Action Complaint that adds the claims and parties from the PAGA Action into the first-filed Class Action, as well as Plaintiff’s individual, non-wage and hour claims as an additional Tenth Cause of Action. The First Amended Class Action and Representative Action Complaint, which was filed on October 17, 2023 is the operative complaint in Case No. CGC-22-600499 and is referred to as the “Operative Complaint”.

Defendants deny that they have done anything wrong and dispute all the claims in the Action. Specifically, Defendants contend that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendants did not fail to pay to Plaintiff or any Class Members any wages allegedly due at the time of their termination; the Defendants did not fail to reimburse Class Members for required expenses; that Defendants complied with California wage statement requirements; that Defendants did not violate California Business and Professions Code section 17200 *et seq.*; that Defendants are not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representatives, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendants, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Class Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiff and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, who expressly deny all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an "all in" amount of **Three Million Eight Hundred Thousand Dollars (\$3,800,000) (the "Gross Settlement Amount")** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Defendants shall fully fund the Gross Settlement Amount within 30 days of the Effective Date. The "Effective Date" is the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is no longer subject to appeal. Within 14 days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion ("Participating Class Members"). At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Settlement Administrator, estimated not to exceed \$25,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys' Fees and Costs.** Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$1,266,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$33,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$10,000 to Plaintiff, or such lesser amount as may be approved by the Court, to compensate for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiff undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$80,000 relating to Plaintiff's claim under PAGA, \$60,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$20,000 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$20,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period (July 1, 2021 through October 17, 2023).

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$ _____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day. The number of Workweeks will be based on Defendants' records, however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty-Five Percent (25%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Seventy-Five Percent (75%) of each Participating Class Member's Individual Class Payment is in settlement of claims

for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants’ Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering Judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will be sent to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by Defendants, 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. Except as expressly set forth in this Agreement, Participating Class Members do not release all other claims, including Plaintiff’s individual claims alleged in the Tenth Cause of Action of the Operative Complaint (defined below) which is subject to a separate individual settlement and release, and claims for vested benefits, wrongful termination, violations of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and California class claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in the Actions will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by Defendants, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, violations of the Fair Employment and Housing Act, discrimination, unemployment insurance, disability, social security, worker’s compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendants and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, related entities, assigns and subsidiaries.

5. How much will my payment be?

Defendants’ records reflect that you worked <<____>> Workweeks during the Class Period (July 1, 2018 through October 17, 2023).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<____>>.

[Defendants’ records reflect that you worked <<____>> PAGA Pay Periods during the during the PAGA Period (July 1, 2021 through October 17, 2023). Based on this information your estimated Individual PAGA Payment is <<____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group _____ (800) _____.

The Court will hold a Final Approval Hearing on _____ at _____ to decide whether to approve the Settlement and fix the amounts to be paid as attorneys’ fees and

costs to Class Counsel and as service payment to Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Wheeler vs. Nexstar Broadcasting* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Wheeler vs. Nexstar Broadcasting*, Case No. CGC-22-600499. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and the amount Class Counsel is requesting for attorneys' fees and litigation expenses and the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Wheeler vs. Nexstar Broadcasting* or on the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-22-600499.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Attorneys' Fees, Litigation Expenses and Service Award may wish to

object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Wheeler vs. Nexstar Broadcasting*, Case No. CGC-22-600499, and include your name, current address, email or telephone number, and approximate dates of employment with Defendants and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely through the Court's procedure at <https://www.sfsuperiorcourt.org/divisions/civil/law-motion>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 Calle Clara

La Jolla, CA 92037

Tel.: (858) 551-1223

Fax: (858) 551-1232

E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANTS:

Andrew J. Kozlow

Jackson Lewis P.C.

50 California Street, 9th Floor

San Francisco, California 94111-4615

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 302 of the Superior Court of California, County of San

Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102, before Judge Richard Ulmer. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing using the procedure at <https://www.sfsuperiorcourt.org/divisions/civil/law-motion>.

It is possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Wheeler vs. Nexstar Broadcasting*. In addition, hearing dates are posted on the Internet via the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-22-600499.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Wheeler vs. Nexstar Broadcasting* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Wheeler vs. Nexstar Broadcasting*. You may get more details by examining the Court's file on the Internet via the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-22-600499. If you wish to view the Court files in person, you should go to the Clerk's Office at the Civic Center Courthouse, 400 McAllister St., Room 103, San Francisco, CA 94102.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

JOHN WHEELER, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiffs,

v.

NEXSTAR BROADCASTING, INC., a
Corporation; NEXSTAR BROADCASTING
GROUP, INC., a Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: **CGC-22-600499**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge:
Dept.:

Action Filed: July 1, 2022
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter came before the Honorable _____ of the Superior Court of the
2 State of California, in and for the County San Francisco, on _____[DATE], for the motion
3 by Plaintiff John Wheeler (“Plaintiff”) for preliminary approval of the class settlement with
4 Defendants Nexstar Media Inc., f/k/a Nexstar Broadcasting, Inc. and Nexstar Media Group, Inc.
5 f/k/a Nexstar Broadcasting Group, Inc. (“Defendants”). The Court, having considered the briefs,
6 argument of counsel and all matters presented to the Court and good cause appearing, hereby
7 GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement
10 Agreement (“Agreement”) submitted as Exhibit #1 to the Declaration of Kyle Nordrehaug in
11 Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. This
12 preliminary approval is based on the Court’s determination that the Settlement set forth in the
13 Agreement is within the range of possible final approval, pursuant to the provisions of section 382
14 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all
16 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. The Gross Settlement Amount is Three Million Eight Hundred Thousand Dollars
18 (\$3,800,000). It appears to the Court on a preliminary basis that the settlement amount and terms
19 are fair, adequate and reasonable as to all potential Class Members when balanced against the
20 probable outcome of further litigation and the significant risks relating to certification, liability and
21 damages issues. It further appears that investigation and research have been conducted such that
22 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
23 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
24 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
25 It further appears that the Agreement has been reached as the result of serious and non-collusive,
26 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,

adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

4. The Agreement specifies an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed Thirty-Three Thousand Dollars (\$33,000), and a proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed Ten Thousand Dollars (\$10,000). The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence supporting these requests prior to final approval.

5. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class: "all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period." The Class Period is July 1, 2018 through October 17, 2023.

6. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d) the Plaintiff can fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient resolution of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate representative of the Class.

7. The Court provisionally appoints Plaintiff as the representative of the Class. The Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,

1 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
2 Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

3 8. The Court hereby approves, as to form and content, the Court Approved Notice of
4 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), submitted
5 as Exhibit A to the Agreement. The Court finds that the Class Notice appears to fully and
6 accurately inform the Class of all material elements of the proposed Settlement, of the Class
7 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
8 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
9 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
10 and this Order meets the requirements of due process, is the best notice practicable under the
11 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
12 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
13 the Agreement. If a Class Notice Packet is returned because of an incorrect address, the
14 Settlement Administrator will promptly search for a more current address for the Class Member
15 and re-mail the Class Notice Packet to the Class Member no later than seven (7) days after the
16 receipt of the undelivered Class Notice.

17 9. The Court hereby appoints ILYM Group as Administrator for the Settlement. No
18 later than fifteen (15) calendar days after issuance of this Order, Defendant shall provide an
19 electronic spreadsheet with the Class Data to the Administrator. This information will otherwise
20 remain confidential and will not be disclosed to anyone, except as required to applicable taxing
21 authorities, to carry out the procedures in the Agreement, or pursuant to Defendant’s express
22 written authorization or by order of the Court. The Administrator will perform address updates
23 and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it
24 as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class
25 Data spreadsheet, the Administrator will mail the Class Notice to all Class Members via first-class
26 U.S. Mail.

1 10. The Court hereby preliminarily approves the proposed procedure for exclusion
2 from the Settlement. Any Class Member may individually choose to opt-out of and be excluded
3 from the Class as provided in the Class Notice by following the instructions set forth in the Class
4 Notice. All requests for exclusion must be postmarked by no later than the Response Deadline,
5 which is sixty (60) calendar days after the Administrator mails the Class Notice Packet to Class
6 Members. If the Class Notice Packet is re-mailed, this Response Deadline will be extended an
7 additional fourteen (14) calendar days. Any person who chooses to opt-out of and be excluded
8 from the Class will not be entitled to any recovery under the Settlement and will not be bound by
9 the Settlement or have any right to object, appeal or comment thereon. Aggrieved Employees shall
10 be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA
11 Claims regardless of whether they opt-out of the Class. Class Members who have not requested
12 exclusion shall be bound by all determinations of the Court, the Agreement, and the Judgment. A
13 request for exclusion applies only to the individual submitting the request for exclusion, and any
14 attempt to effect an opt-out on behalf of any other individual or individuals (including a group,
15 class, or subclass of individuals) is not permitted and will be deemed invalid.

16 11. Any Class Member who has not opted-out may appear at the Final Approval
17 Hearing and may object or express the Member's views regarding the Settlement and may present
18 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
19 and determined by the Court as provided in the Class Notice. Class Members will have until the
20 Response Deadline set forth in the Class Notice to submit their written objections to the
21 Settlement Administrator in accordance with the instructions in the Class Notice. If the Class
22 Notice is re-mailed, the Response Deadline will be extended an additional fourteen (14) calendar
23 days. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
24 objection.

25 12. A Final Approval Hearing shall be held before this Court on _____
26 _____ at _____ in Department _____ at the Civic Center Courthouse of the San
27 Francisco County Superior Court to determine all necessary matters concerning the Settlement,
28

PRELIMINARY APPROVAL ORDER

1 including: whether the proposed settlement of the Action on the terms and conditions provided for
2 in the Agreement is fair, adequate and reasonable and should be finally approved by the Court;
3 whether the Final Approval Order and Judgment should be entered herein; whether the plan of
4 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the
5 Class Members; and to finally approve attorneys' fees and costs, the service award, and the
6 expenses of the Administrator. The motion for final approval and for attorneys' fees, costs and
7 service award shall be filed with the Court and served on all counsel no later than sixteen (16)
8 court days before the hearing and shall be heard at the Final Approval Hearing.

9 13. Neither the Settlement nor any exhibit, document, or instrument delivered
10 thereunder shall be construed as a concession or admission by Defendants in any way that the
11 claims asserted have any merit or that this Action was properly brought as a class or representative
12 action, and shall not be used as evidence of, or used against Defendants as, an admission or
13 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
14 omission by Defendants or with respect to the truth of any allegation asserted by any person.
15 Whether or not the Settlement is finally approved, neither the Agreement, nor any exhibit,
16 document, statement, proceeding or conduct related to the Settlement or Agreement, nor any
17 reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
18 received as or deemed to be evidence for any purpose adverse to the Defendants, including, but
19 not limited to, evidence of a presumption, concession, indication or admission by Defendants of
20 any liability, fault, wrongdoing, omission, concession or damage.

21 14. In the event the Settlement does not become effective in accordance with the terms
22 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
23 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
24 and the Parties shall revert to their respective positions as of before entering into the Agreement,
25 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
26 including all available defenses and affirmative defenses, and arguments that no claim in the
27 Action could be certified as a class action and/or managed as a representative action. In such an
28

1 event, the Court's orders regarding the Settlement, including this Order, shall not be used or
2 referred to in litigation or otherwise for any purpose.

3 15. The Court reserves the right to adjourn or continue the date of the Final Approval
4 Hearing and all dates provided for in the Agreement without further notice to Class Members and
5 retains jurisdiction to consider all further applications arising out of or connected with the
6 proposed Settlement.

7 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
8 further orders of the Court at the Final Approval Hearing.

9 **IT IS SO ORDERED.**

10
11 Dated: _____

HON.
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

JOHN WHEELER, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

NEXSTAR BROADCASTING, INC., a
Corporation; NEXSTAR BROADCASTING
GROUP, INC., a Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. CGC-22-600499

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Date:

Hearing Time:

Judge:

Dept.:

Action Filed: July 1, 2022

Trial Date: Not set

Exhibit C-1

On [REDACTED], a hearing was held on the motion of Plaintiff John Wheeler (“Plaintiff”) for final approval of the Class Action and PAGA Settlement Agreement (the “Agreement”) with Defendants Nexstar Media Inc., f/k/a Nexstar Broadcasting, Inc. and Nexstar Media Group, Inc. f/k/a Nexstar Broadcasting Group, Inc. (“Defendants”) and payments to the Plaintiff, Class Counsel, Aggrieved Employees, the Labor and Workforce Development Agency (“LWDA”) and the Administrator.

The parties have submitted their Agreement, which this Court preliminarily approved by its [REDACTED], 2024, order (“Preliminary Approval Order”). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Agreement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

Having received and considered the Settlement, the supporting papers filed by the parties, and the evidence and argument received by the Court at the hearing before it entered the Preliminary Approval Order and the final approval hearing on [REDACTED], 2024, the Court grants final approval of the Settlement, and HEREBY ORDERS as follows:

1. The certification of the Class is confirmed for the sole and exclusive purpose of entering a settlement in this matter:

All individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period. The Class Period is July 1, 2018 through October 17, 2023.

2. The Administrator received [REDACTED] valid requests for exclusion from the Class. [The individuals who timely submitted valid requests for exclusion are _____.]

3. The Court confirms the appointment of Plaintiff as the Class Representative, and Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

4. Pursuant to the Preliminary Approval Order, the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) was sent to each Class Member by first-class mail. These papers informed Class Members of the terms of the

Exhibit C-1

1 Settlement, their right to receive an Individual Class Payment, their right to comment on or object
2 to the Settlement or to opt-out of the Settlement and pursue their own remedies, and their right to
3 appear in person or remotely or by counsel at the Final Approval Hearing and be heard regarding
4 final approval of the Settlement. Adequate periods of time were provided by each of these
5 procedures to provide notice of their rights and time for Class Members to act with respect to these
6 rights. _____ objected to the Settlement as part of this notice process or stated an intent to
7 appear at the final approval hearing. [The Court overrules the objections raised by objecting
8 Participating Class Members.]

9 5. The Court finds and determines that this notice procedure afforded adequate
10 protections to Class Members and provides the basis for the Court to make an informed decision
11 regarding approval of the Settlement based on the responses of Class Members. The Court finds
12 and determines that the Class Notice provided in this case was the best notice practicable and it
13 satisfied the requirements of law and due process.

14 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
15 determines that the proposed Class, as defined in the definitions section of the Agreement and
16 Paragraph 1 herein, meets all the legal requirements for class certification, and it is hereby ordered
17 that the Class is finally approved and certified as a class for purposes of the Settlement.

18 7. The Court further finds and determines that the Gross Settlement Amount of Three
19 Million Eight Hundred Thousand Dollars (\$3,800,000) and the terms of the Agreement are fair,
20 reasonable, and adequate to the Class and to each Class Member. The Class Members who have
21 not opted-out will be bound by the Settlement. Aggrieved Employees (as defined in the Agreement
22 as all individuals who were employed by Defendants in California and classified as a non-exempt
23 employee at any time during the PAGA Period which is July 1, 2021 through October 17, 2023)
24 will be subject to the release of the Released PAGA Claims as set forth in the Agreement, and will
25 be sent an Individual PAGA Payment, regardless of whether they opt-out of the Class portion of
26 the Settlement. The Settlement is ordered finally approved, and all terms and provisions of the
27 Settlement should be and hereby are ordered to be consummated.

Exhibit C-1

1 8. The Court finds and determines that the Individual Class Payments to be paid to
2 the Participating Class Members, as provided for by the Agreement, are fair and reasonable. The
3 Court hereby grants final approval to and orders the payment of those amounts to be made to the
4 Participating Class Members out of the Net Settlement Amount in accordance with the Agreement.

5 9. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
6 Code §§ 2699(1)(2), (1)(4), the LWDA has been given notice of the Settlement. Pursuant to PAGA,
7 on the date the Plaintiff filed the motion seeking approval of the Settlement with the Court,
8 Plaintiff served the LWDA with the motion which included a copy of the Agreement. The Court
9 finds and determines that the notice of the Settlement complied with the statutory requirements of
10 PAGA.

11 10. The Court finds and determines that the resolution of the Released PAGA Claims
12 and the PAGA Penalties of Eighty Thousand Dollars (\$80,000), which includes payment to the
13 LWDA of \$60,000 as its share of the settlement of civil penalties and the allocation of \$20,000 as
14 Individual PAGA Payments to the Aggrieved Employees, is fair, reasonable, and appropriate. The
15 Court hereby grants approval of the resolution of the PAGA claims and orders that the PAGA
16 Penalties be paid out of the Gross Settlement Amount in accordance with the Agreement.

17 11. The Court finds and determines that the fees and expenses of ILYM Group in
18 administering the settlement, in the amount of \$ [REDACTED], are fair and reasonable. The
19 Court hereby grants final approval to such amount and orders that the payment of approximately
20 that amount be paid out of the Gross Settlement Amount in accordance with the Agreement.

21 12. In addition to any recovery that Plaintiff may receive from the Net Settlement
22 Amount and PAGA Penalties, and in recognition of the Plaintiff's efforts on behalf of the Class,
23 and the risks she undertook, the Court hereby approves the payment of the Class Representative
24 Service Payment to Plaintiff in the amount of \$10,000. The Class Representative Service Payment
25 shall be paid from the Gross Settlement Amount.

26 13. Pursuant to the authorities and argument presented to the Court, the Court approves
27 the payment of attorneys' fees to Class Counsel in the sum of \$ [REDACTED], plus costs and
28

Exhibit C-1

1 expenses in the amount of \$ [REDACTED]. Said amount shall be paid from the Gross Settlement
2 Amount.

3 14. The parties are hereby ordered to comply with the terms of the Settlement.
4 Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to
5 fully pay Defendants' share of payroll taxes, by transmitting the funds to the Administrator no
6 later than 14 days after the Effective Date.

7 15. Without affecting the finality of this order in any way, pursuant to California Code
8 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
9 interpretation, administration, implementation, effectuation, and enforcement of this order and the
10 Settlement.

11 **IT IS SO ORDERED.**

12 Dated: _____

13 _____
14 The Honorable [REDACTED]
15 Judge of the Superior Court
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

JOHN WHEELER, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

NEXSTAR BROADCASTING, INC., a
Corporation; NEXSTAR BROADCASTING
GROUP, INC., a Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. CGC-22-600499

[PROPOSED] FINAL JUDGMENT

Hearing Date:

Hearing Time:

Judge:

Dept.:

Action Filed: July 1, 2022

Trial Date: Not set

Exhibit C-2

1 The parties having settled this action and the Court having entered an Order Granting
2 Final Approval of Settlement and good cause appearing therefor,

3 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

4 1. Except as set forth in the Class Action and PAGA Settlement Agreement (the
5 “Agreement”) and the Order Granting Motion for Final Approval of Class Action Settlement,
6 Plaintiff John Wheeler (“Plaintiff”), and all members of the Class, shall take nothing by their
7 complaint(s) in this Action.

8 2. Without affecting the finality of this judgment in any way, pursuant to California
9 Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
10 interpretation, administration, implementation, effectuation, and enforcement of this order and the
11 Settlement.

12 3. The Court finds that in consideration of Plaintiff’s awarded Class Representative
13 Service Payment, and the other terms and conditions of the Settlement, as of the date the
14 Defendants Nexstar Media Inc., f/k/a Nexstar Broadcasting, Inc. and Nexstar Media Group, Inc.
15 f/k/a Nexstar Broadcasting Group, Inc. (“Defendants”) fully fund the Gross Settlement Amount
16 and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
17 Plaintiff generally releases and discharges the Released Parties (as defined in the Agreement) from
18 all claims, transactions, or occurrences that occurred during the Class Period as fully set forth in
19 the Agreement.

20 4. The Court finds that in consideration for their Individual Class Payments, effective
21 on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer
22 payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class
23 Members, on behalf of themselves and their respective former and present representatives, agents,
24 attorneys, heirs, administrators, successors, and assigns, release Released Parties from the
25 Released Class Claims. The “Released Class Claims” are all claims that were alleged, or
26 reasonably could have been alleged, based facts stated in the Operative Complaint which occurred
27 during the Class Period. Except as expressly set forth in this Agreement, Participating Class
28 Members do not release all other claims, including Plaintiff’s individual claims alleged in the

Exhibit C-2

1 Tenth Cause of Action of the Operative Complaint (defined below) which is subject to a separate
2 individual settlement and release, and claims for vested benefits, wrongful termination, violations
3 of the Fair Employment and Housing Act, unemployment insurance, disability, social security,
4 workers' compensation, and California class claims based on facts occurring outside the Class
5 Period.

6 5. The Court finds that in consideration for the approved PAGA Penalties payment,
7 effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all
8 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Aggrieved
9 Employees and the LWDA are deemed to release, on behalf of themselves and their respective
10 former and present representatives, agents, attorneys, heirs, administrators, successors, and
11 assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims"
12 are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
13 on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the
14 PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage
15 and hour claims, claims for wrongful termination, violations of the Fair Employment and Housing
16 Act, discrimination, unemployment insurance, disability, social security, worker's compensation,
17 and PAGA claims outside of the PAGA Period.

18 6. The Parties shall bear his, her, its or their own respective attorneys' fees and costs
19 except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of
20 Class Action Settlement, and this Judgment.

21 7. The Court enters final judgment in the Action in accordance with the Agreement
22 and this Order, subject to the Court's retention of continuing jurisdiction over the Action and the
23 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
24 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
25 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

26 8. Upon completion of administration of the settlement, the Settlement Administrator
27 will provide written certification of such completion to the Court and counsel for the parties. The
28 Court sets a compliance hearing date of _____, at _____ a.m. / p.m., and

Exhibit C-2

1 the written certification of the Administrator shall be filed no later than fourteen (14) days before
2 this hearing.

3 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

4 Dated: _____

5 _____
6 The Honorable [REDACTED]
7 Judge of the Superior Court

EXHIBIT #3

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

JUNE 3, 2024

JOHN WHEELER

RE: NEXSTAR BROADCASTING
FILE NUMBER: CA2557.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/15/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. CONFERENCE WITH PLAINTIFF TO DISCUSS STATUS. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CA.	3.90	850	3,315.00
09/20/21	ND	REVIEW AND ANALYZE DOCUMENTS AND EMAILS FROM PLAINTIFF REGARDING WORKPLACE DISCRIMINATION ISSUES. CONFERENCE WITH PLAINTIFF TO DISCUSS. LEGAL RESEARCH REGARDING DFEH AND DISCRIMINATION CLAIMS. ANALYZE COURT OPINIONS. REVIEW OFF THE CLOCK WORK TASKS CLAIMS.	4.60	850	3,910.00
10/02/21	ND	REVIEW SUITABLE SEATING CLAIMS. REVIEW AND PERFORM LEGAL RESEARCH REGARDING RECENT COURT OPINIONS AND SETTLEMENTS INVOLVING SEATING CLAIMS. STATUS UPDATE TO PLAINTIFF.	2.10	850	1,785.00
10/15/21	ND	REVIEW UNION CONTRACT. ANALYZE PRE-EMPTION ISSUES WITH THE COLLECTIVE BARGAINING AGREEMENT. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS REGARDING LMRA LAW AND PRE-EMPTION. STATUS UPDATE	4.00	850	3,400.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		TO PLAINTIFF.			
10/16/21 01	KN	ANALYSIS OF CLAIMS AND FACTS; REVIEW RESEARCH FROM ND; ANALYSIS OF UNION ISSUES; PROVIDE INPUT	2.00	950	1,900.00
11/11/21	ND	REVIEW ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. ANALYZE ALL WAGE STATEMENTS FOR OVERTIME AND 226(A) VIOLATIONS. LEGAL RESEARCH REGARDING THE SAME. CONFERENCE WITH PLAINTIFF TO DISCUSS FACTS FOR COMPLAINT AND WRONGFUL TERMINATION CLAIMS.	4.50	850	3,825.00
02/15/22	ND	REVIEW CASE FILE. CALL WITH PLAINTIFF REGARDING MOVING FORWARD WITH LAWSUIT OR DECLINATION. DISCUSS HEALTH AND SETTLEMENT AUTHORITY ISSUES.	1.00	850	850.00
02/22/22	ND	DRAFT ORIGINAL COMPLAINT. REVIEW AND ANALYZE FACTS AND LAW.	4.40	850	3,740.00
02/23/22 15	KN	REVIEW ANALYSIS FROM ND; PROVIDE INPUT; REVIEW DOCUMENTS	1.00	950	950.00
03/04/22	ND	DRAFT COMPLAINT. SEND TO PLAINTIFF FOR APPROVAL. CONFERENCE WITH PLAINTIFF TO DISCUSS COMPLAINT CLAIMS AND PROCESS OF LAWSUIT.	4.50	850	3,825.00
04/07/22	ND	REVIEW COMPLAINT AND CASE FILE. DRAFT INTERNAL CASE NOTES MEMO.	2.00	850	1,700.00
04/08/22	ND	ANALYZE PAY STUBS AND COMPLAINT. DRAFT PAGA NOTICE. UPLOAD TO LWDA. PROVIDE STATUS UPDATE TO PLAINTIFF.	2.00	850	1,700.00
04/08/22 15	KN	REVIEW DRAFT COMPLAINT; REVIEW PAGA NOTICE; ADVISE ND; ANALYSIS OF CLAIMS AND LAW; REVIEW DOCUMENTS	1.50	950	1,425.00
04/11/22	JH	REVIEW/ANALYZE DOCS FROM	1.50	750	1,125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PLAINTIFF; CREATE EXHIBIT BOOK; UPDATE CASE NOTES			
		<u>TOTAL BILLED HOURS</u>			
	JEFF HERMAN	1.50 hr @ 750.00	\$	1,125.00	
	KYLE NORDREHAUG	4.50 hr @ 950.00	\$	4,275.00	
	NICK DEBLOUW	33.00 hr @ 850.00	\$	28,050.00	
		TOTAL PROFESSIONAL SERVICES	39.00		<u>\$ 33,450.00</u>
		COSTS ADVANCED			
04/08/22		PAGA FILING FEE			<u>75.00</u>
		TOTAL COSTS ADVANCED			<u>\$ 75.00</u>
		TOTAL CURRENT CHARGES			<u>\$ 33,525.00</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 06/03/2024
Due On: 07/03/2024

John Henry Wheeler
1499 California St., #316
San Francisco, CA 94109

CA2557

Nexstar Broadcasting, Inc.; Nexstar Broadcasting Group, Inc.

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/21/2022	Revise complaint for filing, advise ND	2.80	\$450.00	\$1,260.00
Service	06/21/2022	Review drat complaint; review memo from ND; provide input and thoughts on claims and allegations	1.00	\$950.00	\$950.00
Service	06/29/2022	Review, edit & finalize class action complaint draft	2.30	\$675.00	\$1,552.50
Service	06/30/2022	Review case notes/damage analysis & review & analyze employment file documents/1198.5 response documents	2.50	\$675.00	\$1,687.50
Service	06/30/2022	Draft PAGA only Representative Action Complaint	3.70	\$675.00	\$2,497.50
Service	06/30/2022	Review and revise PAGA Only complaint. Analyze PAGA Notice. Discuss with R. Ehmann. Status update to Plaintiff.	1.80	\$850.00	\$1,530.00
Service	06/30/2022	Review final class complaint; review notes and analysis; advise RE	1.00	\$950.00	\$950.00
Service	07/01/2022	Confer w ND re 226 claim; edit & finalize complaint drafts	0.50	\$675.00	\$337.50
Service	07/01/2022	Draft summons and civil case cover sheet re class action	0.50	\$675.00	\$337.50
Service	07/01/2022	Draft summons and civil case cover sheet re paga only action	0.50	\$675.00	\$337.50

Service	07/01/2022	Review & finalize class action complaint package; file in SF Sup. Ct.	0.60	\$675.00	\$405.00
Service	07/01/2022	Review & finalize paga only action complaint package; file in SF Sup. Ct.	0.60	\$675.00	\$405.00
Service	07/19/2022	Review court-returned documents; review docket; review Notice to Plaintiff; memo to firm re department assignment and status of initial case management conference re class case	0.50	\$675.00	\$337.50
Service	07/19/2022	Review court-returned documents; review docket; review Notice to Plaintiff; memo to firm re department assignment and status of initial case management conference re paga case	0.50	\$675.00	\$337.50
Service	07/19/2022	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
Service	07/19/2022	Review and Analyze: Further review docs in file; update case notes and exhibit book	2.00	\$750.00	\$1,500.00
Service	07/20/2022	Review filed documents and court notices, review memos from RE; review next steps and emails	0.75	\$950.00	\$712.50
Service	07/26/2022	Review/analyze draft complaint and assess claims in relation to case notes; discuss with RE; advise team	1.30	\$750.00	\$975.00
Service	07/26/2022	Reviewed and analyzed complaint, case notes, documents, exhibit book and ac communications. Discuss with Team.	2.10	\$675.00	\$1,417.50
Service	08/22/2022	Prepare initial documents for service of process; draft POS-015 Notice & Acknowledgment of Receipt; email to defense counsel with service documents; instruct staff to send hard copy via email as per code re class action	1.00	\$675.00	\$675.00
Service	08/22/2022	Prepare initial documents for service of process; draft POS-015 Notice & Acknowledgment of Receipt; email to defense counsel with service documents; instruct staff to send hard copy via email as per code re PAGA action	1.00	\$675.00	\$675.00
Service	09/13/2022	Prepare POS-010 Proof of Service form; attach executed Notice & Ack of Receipt; file in SF Sup. Ct.; memo to firm re post-service written discovery re class action	0.80	\$675.00	\$540.00
Service	09/13/2022	Prepare POS-010 Proof of Service form; attach executed Notice & Ack of Receipt; file in SF Sup. Ct.; memo to firm re post-service written discovery re paga action	0.60	\$675.00	\$405.00
Service	10/10/2022	Review POS rejection from court; edit POS; re-file re paga action	0.50	\$675.00	\$337.50
Service	11/03/2022	Correspondence with defense counsel re initial CMC and potential mediation; advise team	0.50	\$750.00	\$375.00

Service	11/03/2022	Reviewed case notes, documents and correspondence. Reviewed and finalized Belaire West Notice. Drafted, revised and finalized Set 1 Discovery, RFP, RFA, SROGS, FROGS, and Deposition Notices for both Defendants, Nexstar Broadcasting, Inc., and Nexstar Broadcasting Group, Inc. Drafted POS and served Discovery via Email.	7.20	\$675.00	\$4,860.00
Service	11/08/2022	Prepare for and attend meet and confer call with defense counsel; advise team and AJB	0.80	\$750.00	\$600.00
Service	11/08/2022	Discussed with team prior to M&C call.	0.30	\$675.00	\$202.50
Service	11/08/2022	Review status and correspondence; review memo re: mediation; respond regarding thoughts on next steps	0.75	\$950.00	\$712.50
Service	11/14/2022	f/u correspondence re mediation	0.30	\$750.00	\$225.00
Service	11/15/2022	Review/analyze CMC stmt; send mediation data to mediator's case manager	0.40	\$750.00	\$300.00
Service	11/28/2022	Reviewed pleadings, correspondence, case notes and documents. Drafted Mediation Data Request and sent to AJB for approval.	2.90	\$675.00	\$1,957.50
Service	11/28/2022	Review status and mediation data request; review CMC statment; advise staff	0.50	\$950.00	\$475.00
Service	11/29/2022	Review mediation data request letter; advise SP; draft stipulation to stay pending mediation and circulate to defendant	1.00	\$750.00	\$750.00
Service	11/30/2022	Review Defendant's revisions to stip. to stay; further revise and finalize	0.50	\$750.00	\$375.00
Service	11/30/2022	Review draft stip	0.30	\$950.00	\$285.00
Service	12/01/2022	Finalize Stipulations for filing; execute and advise team re filing	0.40	\$750.00	\$300.00
Service	12/01/2022	Discussed Stipulation with team.	0.40	\$675.00	\$270.00
Service	02/03/2023	Drafted, revised and arranged for filing of the Joint Status Report.	1.20	\$675.00	\$810.00
Service	02/06/2023	Reviewed documents and exhibit book and mediation information. Discussed with JSH. Met and conferred with Counsel re: mediation Data.	0.90	\$675.00	\$607.50
Service	02/07/2023	Discuss with SP meet and confer with defense counsel re mediation data	0.30	\$750.00	\$225.00
Service	02/07/2023	Met and Conferred with Counsel re: Mediation Data. Drafted and sent confirming email to Counsel.	0.70	\$675.00	\$472.50
Service	02/24/2023	Multiple correspondence with defense counsel re missing mediation data; discuss with SP	0.60	\$750.00	\$450.00

Service	02/24/2023	Reviewed and audited Documents produced by Defendant for Mediation. Discussed with JSH.	2.40	\$675.00	\$1,620.00
Service	02/25/2023	Review status; review correspondence; review materials in fil for mediation; review status of data request and emails regarding the same.	1.00	\$950.00	\$950.00
Service	03/01/2023	Draft mediation brief. Call/email defense attorney/ mediator re mediation rescheduling.	5.00	\$895.00	\$4,475.00
Service	03/01/2023	Review/analyze exhibit book for mediation; review/ revise draft mediation brief; advise AJB	1.50	\$750.00	\$1,125.00
Service	03/02/2023	Analysis of claims for mediation; review draft mediation brief; review exhibit book and documents; review memo from JH	2.00	\$950.00	\$1,900.00
Service	03/11/2023	Review file and status of discovery; assess post-mediation discovery obligations and deadlines; advise team	0.30	\$750.00	\$225.00
Service	03/11/2023	Reviewed defendants documents in file and exhibit book, reviewed discovery. Discussed with Team.	0.40	\$675.00	\$270.00
Service	04/07/2023	Reviewed and analyzed file to draft CMC statement for Class and PAGA matters; Began drafting CMC statement for Class matter; Began drafting CMC statement for PAGA matter	1.20	\$450.00	\$540.00
Service	04/10/2023	Review/revise draft CMC stmt; advise TM	0.40	\$750.00	\$300.00
Service	04/10/2023	Draft Case Management Statement: Drafted Case Management Conference Statement for Class and PAGA matters; revised and finalized Case Management Conference Statements for filing.	1.40	\$450.00	\$630.00
Service	04/10/2023	Reviewed case notes, correspondence, calendar and orders. Reviewed and revised CMC Statment.	1.80	\$675.00	\$1,215.00
Service	04/11/2023	Draft Case Management Statement: Finalized and signed CMC statements.	0.50	\$450.00	\$225.00
Service	04/11/2023	Review status; review CMC statement and emails	0.50	\$950.00	\$475.00
Service	04/12/2023	Reviewed case file, complaint, reps folder and PAGA folder. Reviewed and revised Case Management Statement.	0.80	\$675.00	\$540.00
Service	04/18/2023	Reviewed documents and exhibit book. Reviewed correspondence. Updated, revised, finalized and served Mediation Data Request. Corresponded with Counsel re: Plaintiff's Time and Pay data as well as Class data.	1.40	\$675.00	\$945.00
Service	04/21/2023	Reviewed Documents and Exhibit Book. Sent Mediation Data Confirmation communication to Opp Counsel.	1.60	\$675.00	\$1,080.00

Service	05/01/2023	Review and analyze data produced by Defendant for mediation purposes. Analyze discovery to date and entire case file. Prepare for mediation.	4.60	\$850.00	\$3,910.00
Service	05/02/2023	Conference with Plaintiff to discuss background facts for mediation brief and obtain settlement authority. Review all pay stub exemplars for 226 and regular rate claims. Legal research regarding the same.	4.10	\$850.00	\$3,485.00
Service	05/04/2023	Discuss claims with Partners. Draft mediation brief. Analyze Defendant's wage and hour policy documents. Review and analyze related lawsuit filed against Defendant by separate law firm. Analyze overlap. Prepare for mediation.	6.00	\$850.00	\$5,100.00
Service	05/04/2023	Discuss with AJ; analysis of issues; review current production; review notes and analysis from ND; provide input; research issues	4.00	\$950.00	\$3,800.00
Service	05/05/2023	Reviewed mediation production and arranged for sending to Expert.	0.90	\$675.00	\$607.50
Service	05/08/2023	Reviewed mediation correspondence and data from Counsel and sent to Expert.	1.30	\$675.00	\$877.50
Service	05/10/2023	Review sick pay and vacation pay claims. Analyze pay stubs. Conduct legal research regarding the same. Status update to Plaintiff.	3.20	\$850.00	\$2,720.00
Service	05/12/2023	Review/analyze MEDIATION CLASS DATA_Wheeler v Nexstar_CONFIDENTIAL MEDIATION PRIVILEGE_230505. Draft mediation brief.	2.00	\$895.00	\$1,790.00
Service	05/12/2023	Review data and analysis from AJ; review status of mediation brief; provide input	2.00	\$950.00	\$1,900.00
Service	05/17/2023	Legal research regarding previous settlements with similar claims and workweeks for mediation valuation. Analyze CBA and the Labor Management Relations Act for pre-emption defense. Prepare for mediation.	3.50	\$850.00	\$2,975.00
Service	05/18/2023	Review file. Prep for call w/ Defendant. Draft mediation brief.	4.00	\$895.00	\$3,580.00
Service	05/18/2023	Reviewed Mediation Documents and Data provided by Defendant. Arranged for providing documents to Expert.	1.90	\$675.00	\$1,282.50
Service	05/18/2023	Review analysis of documents and research from ND; provide input	1.00	\$950.00	\$950.00
Service	05/19/2023	Review/analyze updated mediation data; assess potential exposure; research strength of claims; report to AJB	2.60	\$750.00	\$1,950.00
Service	05/19/2023	Review/analyze CBA; advise AJB re potential preemption issues and impediments to claims	1.00	\$750.00	\$750.00

Service	05/19/2023	Review mediation prep chart. Advise Sergio. Draft mediation brief.	2.00	\$895.00	\$1,790.00
Service	05/23/2023	Review/analyze Defendant's additional mediation doc production; circulate and advise team	0.70	\$750.00	\$525.00
Service	05/23/2023	Review and revise mediation brief.	2.00	\$850.00	\$1,700.00
Service	05/24/2023	Reviewed correspondence and documents. Updated team and expert re: documents. Update Exhibit book. Updated Mediation cheat sheet.	2.90	\$675.00	\$1,957.50
Service	05/24/2023	Draft mediation brief. Review NEXSTAR-Wheeler_000001-000147_230523 and pull exhibits for brief.	4.00	\$895.00	\$3,580.00
Service	05/24/2023	Review status; review documents and data; review mediation brief; review updated exhibits; provide input	1.00	\$950.00	\$950.00
Service	05/26/2023	Further review/analyze Defendant's production of CBAs for mediation purposes; update file and case notes	1.00	\$750.00	\$750.00
Service	05/26/2023	Review/analyze expert's mediation damages models; review/analyze/revise mediation brief; advise AJB	2.50	\$750.00	\$1,875.00
Service	05/26/2023	Finalize and file mediation brief.	8.00	\$895.00	\$7,160.00
Service	05/26/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	05/26/2023	Review expert report; discuss; review final mediation brief; analysis of issues for mediation; advise AJ	2.50	\$950.00	\$2,375.00
Service	05/31/2023	Review docs, analyze re settlement issues. Advise AJ.	2.00	\$995.00	\$1,990.00
Service	05/31/2023	Speak with client about claims, calculate individual damages, add to case notes, advise AJB	2.40	\$450.00	\$1,080.00
Service	06/01/2023	Analyze settlement issues, advise AJ.	1.25	\$995.00	\$1,243.75
Service	06/01/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
Service	06/01/2023	Reviewed updated data from Defendant and sent to Expert. Corresponded re: Expert analysis.	0.90	\$675.00	\$607.50
Service	06/01/2023	Review and analyze expert damage and penalty analysis. Review mediation brief and all exhibits attached thereto in preparation for mediation.	2.00	\$850.00	\$1,700.00
Service	06/01/2023	Review ND notes and analysis; review individual client issues; review expert valuation analysis	1.00	\$950.00	\$950.00
Service	06/02/2023	Review/analyze additional mediation data and doc production; review updated damages models from expert; advise team	1.00	\$750.00	\$750.00
Service	06/02/2023	Research issues presented at mediation in relation to	3.00	\$750.00	\$2,250.00

		docs in file and claims alleged, and advise AJB accordingly; discuss outcome of first mediation with AJB and continued half-day second mediation; assess status of discovery; advise team re next steps			
Service	06/02/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	06/02/2023	Prep and appear for continued mediation session. Draft/send memo re session to staff.	5.00	\$895.00	\$4,475.00
Service	06/02/2023	Reviewed Expert analysis chart and updated file. Reviewed Mediation brief. Discussed with Team.	2.10	\$675.00	\$1,417.50
Service	06/03/2023	Reviewed Mediation data and research re claims alleged. Discussed discovery and next steps with JSH and TM.	1.90	\$675.00	\$1,282.50
Service	06/05/2023	Discuss mediation results with Partner. Status update to Plaintiff regarding mediation and upcoming second mediation.	1.00	\$850.00	\$850.00
Service	06/05/2023	Review status and mediation results	0.75	\$950.00	\$712.50
Service	06/08/2023	Review file, analyze settlement issues. Advise AJ.	2.75	\$995.00	\$2,736.25
Service	06/09/2023	Prep for second session. Draft/send corr to defense attorney requesting additional data.	2.00	\$895.00	\$1,790.00
Service	06/26/2023	Status update to Plaintiff regarding second mediation. review and analyze mediation brief and results of first mediation.	1.30	\$850.00	\$1,105.00
Service	06/28/2023	Review docs, analyze re settlement issues. Advise AJ.	1.75	\$995.00	\$1,741.25
Service	06/29/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	06/30/2023	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
Service	06/30/2023	Attend mediation	5.20	\$450.00	\$2,340.00
Service	06/30/2023	Analyze settlement issues, advise AJ.	2.50	\$995.00	\$2,487.50
Service	06/30/2023	Analysis of mediation issues; respond to AJ; review emails from ND; provide input on settlement issues and theories	2.00	\$950.00	\$1,900.00
Service	07/05/2023	Discuss with AJB re second session of mediation; advise team; review mediators proposal and draft MOU	1.00	\$750.00	\$750.00
Service	07/05/2023	Discussed second Mediation with Team.	0.30	\$675.00	\$202.50
Service	07/05/2023	Review proposal; analysis of settlement and approval issues; advise AJ	0.50	\$950.00	\$475.00
Service	07/06/2023	Review med proposal. Analyze approval issues, advise AJ.	1.75	\$995.00	\$1,741.25

Service	07/14/2023	Advise team re mediator's proposal and next steps	0.30	\$750.00	\$225.00
Service	07/14/2023	Prep and appear for call w/ mediator. Draft/circulate memo to staff. Begin drafting MOU.	3.00	\$895.00	\$2,685.00
Service	07/14/2023	Outline long form, analyze.	2.75	\$995.00	\$2,736.25
Service	07/14/2023	Reviewed and discussed Mediator Proposal with JSH and TM.	0.40	\$675.00	\$270.00
Service	07/14/2023	Review status and memo from AJ; review draft of MOU; advise AJ; analysis of settlement issues; emails with AJ	1.75	\$950.00	\$1,662.50
Service	07/17/2023	Final and circulate MOU to defense attorneys.	2.00	\$895.00	\$1,790.00
Service	07/17/2023	Review and revise. Outline long form.	2.00	\$995.00	\$1,990.00
Service	07/17/2023	Review final MOU	0.50	\$950.00	\$475.00
Service	07/19/2023	Review/analyze def's redlines to MOU/corr re MOU. Draft/send responsive redline/corr. Prep/appear for call. Draft/send follow up corr. Analyze issues re: allocation / amendment of individual claims vs class claims.	3.75	\$895.00	\$3,356.25
Service	07/19/2023	Review Defendant's revisions to MOU; advise AJ; analyze for approval issues and concerns	1.30	\$950.00	\$1,235.00
Service	07/20/2023	Review/analyze Defendant's revisions to MOU; discuss w AJB	0.40	\$750.00	\$300.00
Service	07/20/2023	Outline long form, review open issues.	1.50	\$995.00	\$1,492.50
Service	07/27/2023	Review/analyze def's edits to MOU and corr. Revise/ final MOU an draft / send responsive corr.	2.00	\$895.00	\$1,790.00
Service	07/27/2023	Review/analyze revised MOU by defendant; discuss with AJB	0.60	\$750.00	\$450.00
Service	08/01/2023	Review/analyze corr from client - analyze how to respond. Discuss w/ partners.	2.00	\$895.00	\$1,790.00
Service	08/01/2023	Outline long form, analyze.	2.75	\$995.00	\$2,736.25
Service	08/01/2023	Review status of MOU; discuss issues; analysis of remaining issues	1.00	\$950.00	\$950.00
Service	08/03/2023	Review emails and signed MOU	0.30	\$950.00	\$285.00
Service	08/03/2023	Review and analyze MOU terms. Send to Plaintiff for signature. Conference with Plaintiff to discuss terms. Follow up for signature. Update partners.	1.30	\$850.00	\$1,105.00
Service	08/04/2023	Outline Prelim Papers, Analyze.	1.25	\$995.00	\$1,243.75
Service	08/08/2023	Draft/send corr to defense counsel regarding signing of MOU.	1.00	\$895.00	\$895.00
Service	08/08/2023	Review/analyze fully executed MOU. Update calendar	2.00	\$895.00	\$1,790.00

		for deadlines based on MOU. Begin draft of long form settlement agreement.			
Service	08/08/2023	Review final signed MOU; analysis for long form settlement agreement;	1.00	\$950.00	\$950.00
Service	08/11/2023	Review initial draft of the settlement agreement; advise JH regarding forms and terms; email staff	1.75	\$950.00	\$1,662.50
Service	08/11/2023	Review MOU and mediation notes; discuss with AJB; draft class action longform settlement agreement; circulate to defense counsel for review; advise team re amended pleading per MOU; request settlement admin bid from potential TPAs	4.00	\$750.00	\$3,000.00
Service	08/11/2023	Review/analyze draft class action longform settlement to ensure consistency w/ mediation brief/notes/charts	3.00	\$895.00	\$2,685.00
Service	08/11/2023	Review initial work on long form agreement; respond to issues and provide input; Review documents and prior analysis to double check issues; analysis of issues	2.50	\$950.00	\$2,375.00
Service	08/13/2023	Review file and MOU; discuss with AJB re individual claims settled at mediation; draft individual longform agreement; circulate to KN for review	2.00	\$750.00	\$1,500.00
Service	08/15/2023	Review/analyze settlement admin bid; discuss with KN	0.30	\$750.00	\$225.00
Service	08/15/2023	Analysis of settlement issues and emails; revise individual agreement; advise JH	0.75	\$950.00	\$712.50
Service	08/15/2023	Review KN proposed revisions to longform individual agreement; compare to MOU; discuss circulate to defendant for review	0.50	\$750.00	\$375.00
Service	08/15/2023	Fix formatting of draft stipulation to file FACC	0.20	\$250.00	\$50.00
Service	08/15/2023	Draft Joint Stipulation and Proposed Order for Leave to File Plaintiff's First Amended Class and Representative Action Complaint. Forward to Attorney Moran for review and edits.	1.00	\$250.00	\$250.00
Service	08/16/2023	Review and Revise: Reviewed and revised Stipulation to File Consolidated First Amended Complaint.	0.80	\$450.00	\$360.00
Service	08/17/2023	Reviewed settlement agreement, MOU, case notes, Class and PAGA Complaint. Drafted and finalized First Amended Class and Representative Complaint and included all additional theories and causes of action including Sick pay, FEHA Claims and PAGA.	4.80	\$675.00	\$3,240.00
Service	08/17/2023	Review draft amended complaint and stipulation; advise staff	1.00	\$950.00	\$950.00
Service	08/18/2023	Review/revise draft stip to amend and draft FAC per the MOU; advise SP and TM	1.70	\$750.00	\$1,275.00
Service	08/21/2023	F/u with defense counsel re revisions to longform	0.30	\$750.00	\$225.00

		agreements			
Service	08/25/2023	Review Defendant's revisions; discuss with JH; review status and next steps; email staff	1.00	\$950.00	\$950.00
Service	08/25/2023	Reviewed FAC. Discussed with JSH and NJD . Sent FAC and compare documents to Counsel.	0.90	\$675.00	\$607.50
Service	08/25/2023	Discuss Defendants' class longform revisions with KN	0.50	\$750.00	\$375.00
Service	08/25/2023	Review status; work on settlement issues; work on draft agreement; advise staff; analysis for legal compliance issues	2.50	\$950.00	\$2,375.00
Service	08/28/2023	Reviewed and revised draft Stipulation to file FAC. Sent to Counsel for review and approval.	0.90	\$675.00	\$607.50
Service	08/29/2023	Review individual agreement and issues identified by JH; advise JH	0.40	\$950.00	\$380.00
Service	08/29/2023	Discuss with KN re Defendant's revisions to individual longform agreement	0.40	\$750.00	\$300.00
Service	08/30/2023	Review/analyze Defendant's revisions to stip to amend	0.40	\$750.00	\$300.00
Service	08/30/2023	Reviewed Defendant's changes to the Stipulation. Revised and finalized stipulation. Reviewed FAC and sent Stipulation and FAC to Counsel.	1.70	\$675.00	\$1,147.50
Service	09/06/2023	Review file and correspondence; f/u with KN re revised class agreement; f/u with Defendant re individual agreement	0.30	\$750.00	\$225.00
Service	09/06/2023	Correspondence with Counsel. Reviewed and finalized stipulation to file First Amended Complaint. Arranged for service and filing of Stipulation to file First Amended Complaint.	0.90	\$675.00	\$607.50
Service	09/06/2023	Finalize and execute Proof of Service. Gather attach Exhibit. Process and submit Joint Stipulation For Leave to File Plaintiff's First Amended Class and Representative Action Complaint and Proof of Service for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	09/06/2023	Review status; work on agreement and revisions; review emails from staff and respond to issues	2.00	\$950.00	\$1,900.00
Service	09/11/2023	Review and Analyze: Reviewed and analyzed the Court's rejection and reasoning of rejection of the Parties' Joint Stipulation for Leave to Amend.	0.30	\$450.00	\$135.00
Service	09/13/2023	Review file; f/u with KN and OPC re longform agreements	0.30	\$750.00	\$225.00
Service	09/15/2023	Draft: Drafted Joint Stipulation to Consolidate and for Leave to File FAC in the Class Matter; Drafted Joint Stipulation to Consolidate and for Leave to File FAC in the PGA Matter; Revised the Stipulation to	2.70	\$450.00	\$1,215.00

		Consolidate and for Leave to File FAC; email to OPC re Stipulation; Emails to and from OPC re Stipulation; Finalized and signed Stipulations; Advised HD re filing and service of Stipulations.			
Service	10/03/2023	Review/analyze order of rejection re stip; discuss with KN and advise TM and SP	0.40	\$750.00	\$300.00
Service	10/03/2023	Review and Analyze: Reviewed and analyzed Court's rejection notice of stipulation to consolidate; Drafted Joint Stipulation for Leave for Plaintiff to File FAC; Email to OPC re Joint Stipulation to file FAC.	1.20	\$450.00	\$540.00
Service	10/03/2023	Reviewed and analyzed rejection order Re: Stip. Discussed with JSH, TM and KN.	0.40	\$675.00	\$270.00
Service	10/03/2023	Review status; analysis of settlement issues; work on agreement and amended complaint issues; advise staff	2.00	\$950.00	\$1,900.00
Service	10/04/2023	Correspondence with Opposing Counsel: Emails to and from OPC re stipulation to file FAC; finalized and signed stipulation to file FAC; advised HD re service and filing of stipulation to file FAC.	0.90	\$450.00	\$405.00
Service	10/04/2023	Review/respond to correspondence from Defense counsel re dismissal of PAGA action after FAC filed in Class Action	0.40	\$750.00	\$300.00
Service	10/04/2023	Gather and attached Exhibit for Joint Stipulation for Leave to file FAC. Finalize. Execute and Finalize Proof of Service. Process and submit Joint Stipulation for Leave to file FAC via One Legal and served via email.	0.50	\$250.00	\$125.00
Service	10/06/2023	F/u with KN re Defendant's proposed revisions to longform	0.40	\$750.00	\$300.00
Service	10/06/2023	Review status; analysis of settlement issues; work on settlement issues; advise staff	1.00	\$950.00	\$950.00
Service	10/10/2023	Reviewed filings, Orders, stipulation, MOU and First Amended Complaint. Drafted and finalized CMC statements in Class and PAGA. Arranged for service and filing of CMC statement in Class and PAGA.	1.90	\$675.00	\$1,282.50
Service	10/10/2023	Execute and finalize Proof of Service. Process and submit Plaintiff's Case Management Statement to court for filing via One Legal and serve via email. (Class)	0.50	\$250.00	\$125.00
Service	10/10/2023	Execute and finalize Proof of Service. Process and submit Plaintiff's Case Management Statement to court for filing via One Legal and serve via email. (Paga)	0.50	\$250.00	\$125.00
Service	10/13/2023	Review order re CMC; circulate and advise team	0.30	\$750.00	\$225.00
Service	10/13/2023	Review and Analyze: Reviewed and analyzed Court order continuing Case Management Conference.	0.20	\$450.00	\$90.00
Service	10/13/2023	Download and obtain a copy of the court's Order	0.20	\$250.00	\$50.00

		Continuing Case Management Conference. upload to the electronic file. Circulate email advising staff accordingly.			
Service	10/17/2023	Review order on stip for leave to amend; advise team re FAC filing	0.30	\$750.00	\$225.00
Service	10/17/2023	Reviewed and analyzed Court's Case Management Order.	0.20	\$450.00	\$90.00
Service	10/17/2023	Execute and finalize Proof of Service. Process and submit Plaintiff's First Amended Class and Representative Action Complaint to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	10/17/2023	Reviewed order on Stip for leave. Discussed with team.	0.20	\$675.00	\$135.00
Service	10/17/2023	Review status and amendment; review emails	0.40	\$950.00	\$380.00
Service	10/19/2023	Download and save the Filed First Amended Complaint to the file. Upload to the LWDA website accordingly.	0.20	\$250.00	\$50.00
Service	10/24/2023	Review/analyze Defendant's further revisions to longform agreement; discuss with KN	0.70	\$750.00	\$525.00
Service	10/24/2023	Work on settlement issues; review revisions and draft agreement; analysis of remaining issues; advise JH; memo to staff	2.50	\$950.00	\$2,375.00
Service	11/01/2023	Review file and status of longform; f/u with KN	0.30	\$750.00	\$225.00
Service	11/03/2023	Prepare Plaintiff's Request For Dismissal without prejudice as to the Paga matter. Forward to Attorney Puche for review and finalization.	0.50	\$250.00	\$125.00
Service	11/03/2023	Execute and finalize Proof of Service. Process and submit Request For Dismissal without Prejudice as to the Paga Matter to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	11/03/2023	Reviewed correspondence, MOU and Settlement agreement. Reviewed revised and finalized Request for Dismissal of PAGA action. Arranged for service and filing of RFD without prejudice of PAGA action.	1.60	\$675.00	\$1,080.00
Service	11/06/2023	Review and revise final draft of agreement; prepare approval outline; memo to staff re final agreement	3.00	\$950.00	\$2,850.00
Service	11/07/2023	Finalize longform class and individual agreements; circulate for execution	0.40	\$750.00	\$300.00
Service	11/08/2023	Discuss with ND re release of funds in accordance with individual agreement	0.40	\$750.00	\$300.00
Service	11/17/2023	F/u correspondence with defense counsel re longform agreements	0.20	\$750.00	\$150.00
Service	11/17/2023	Review and analyze settlement agreement terms for	1.40	\$850.00	\$1,190.00

		conformity with MOU. Analyze all exhibits to settlement agreement. Send to Plaintiff for signature. Conference with Plaintiff to discuss settlement terms and amount of individual settlement. Follow up for signature.			
Service	11/21/2023	Draft exhibits to settlement agreement; email Defendant; review status and emails	4.50	\$950.00	\$4,275.00
Service	11/21/2023	Review exhibits to longform; discuss with KN	0.60	\$750.00	\$450.00
Service	11/28/2023	Review file; follow up correspondence with defense counsel re execution of longform agreements	0.20	\$750.00	\$150.00
Service	12/05/2023	Review final, fully executed agreement; advise team	0.20	\$750.00	\$150.00
Service	12/05/2023	Reviewed fully executed agreement, discussed with Team.	0.30	\$675.00	\$202.50
Service	12/22/2023	Review status; review Def email; plan next steps and email Def regarding next steps	0.50	\$950.00	\$475.00
Service	12/22/2023	Review status; prepare for approval issues; emails to staff; work on drafting of motion and update approval outline; legal research for motion and research prior approval decisions for issues to address	2.50	\$950.00	\$2,375.00
Service	01/03/2024	Draft motion for preliminary approval; discuss Kullar issues with AJ; analysis of issues for motion; prepare revised draft of motion; email Defendant; memo to Admin and staff	5.50	\$950.00	\$5,225.00
Service	01/03/2024	Review/analyze/respond to partner re mediation issues and Kullar analysis. Review/analyze a draft of the motion for preliminary approval.	2.00	\$895.00	\$1,790.00
Service	01/03/2024	Reviewed Court's Order Continuing Case Management Conference.	0.20	\$450.00	\$90.00
Service	01/03/2024	Review file; draft declaration of John Wheeler in support of service award payment request/motion for preliminary approval; email to plaintiff re draft declaration	2.50	\$675.00	\$1,687.50
Service	01/04/2024	Review draft MPA	0.60	\$750.00	\$450.00
Service	01/05/2024	Update approval outline and draft motion per input from staff and AJ	1.60	\$950.00	\$1,520.00
Service	01/08/2024	Reviewed file, pertinent documents and court docket to draft CMC statement; Drafted CMC statement.	0.70	\$450.00	\$315.00
Service	01/08/2024	review prelim motion docs, analyze.	2.75	\$995.00	\$2,736.25
Service	01/09/2024	Revised and finalized Plaintiff's CMC statement; Advised HD re service and filing of Plaintiff's CMC statement; Email to and from OPC re CMC statement.	1.10	\$450.00	\$495.00
Service	01/09/2024	Execute and finalize Proof of Service. Process and	0.50	\$250.00	\$125.00

		submit Plaintiff's Case Management Statement to Court for filing via One Legal and served via email.			
Service	01/09/2024	Review/revise CMC stmt; advise TM	0.40	\$750.00	\$300.00
Service	01/09/2024	Reviewed correspondence, case notes, pleadings and calendar and revised case management conference statement and advised TM.	1.40	\$675.00	\$945.00
Service	01/10/2024	Reviewed and analyzed Defendant's CMC statement.	0.40	\$450.00	\$180.00
Service	01/15/2024	Reviewed court's order continuing CMC.	0.20	\$450.00	\$90.00
Service	01/15/2024	work on motion and approval issues; review input from NBB and incorporate into motion; outline remaining steps and issues to address	1.60	\$950.00	\$1,520.00
Service	01/17/2024	Review and revise motion; memo to admin; review Admin declaration; review proposed order	2.50	\$950.00	\$2,375.00
Service	01/17/2024	Draft declaration ISO motion; prepare exhibits; review declaration; analysis to insure all issues are address and included	5.00	\$950.00	\$4,750.00
Service	01/18/2024	Reviewed Court's order striking Plaintiff's request for dismissal.	0.20	\$450.00	\$90.00
Service	01/18/2024	Review and revise motion for filing; prepare exhibits; file and serve motion; serve LWDA	2.60	\$950.00	\$2,470.00
Service	01/19/2024	Review status and download filed motion documents; save to server	0.30	\$950.00	\$285.00
Service	01/19/2024	Receive and review email correspondence from opposing counsel re updates to service list. Update and edit service list accordingly.	0.20	\$250.00	\$50.00
Service	01/19/2024	Prepare Motion to Dismiss; Declaration ISO and Proposed Order shells. Forward to Attorney Puche to complete and finalize.	1.00	\$250.00	\$250.00
Service	01/19/2024	Reviewed, revised, finalized Notice of Motion to Dismiss, Motion and Declaration. Reviewed case docket, documents, correspondence, MOU, stipulations and pleadings.	3.90	\$675.00	\$2,632.50
Service	01/22/2024	Execute and finalize Proof of Service. Process and submit Plaintiff's Motion to Dismiss the Representative Action to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	01/22/2024	Reviewed Motion to Dismiss, revised, and arranged for filing.	1.10	\$675.00	\$742.50
Service	02/07/2024	Reviewed correspondence and case docket. Communication with KN re: Dismissal.	0.90	\$675.00	\$607.50
Service	02/07/2024	Review status; address questions from staff	0.40	\$950.00	\$380.00

Service	02/09/2024	Review prelim docs, analyze re open issues.	2.75	\$995.00	\$2,736.25
Service	02/13/2024	Reviewed Motion, Docket, Register of Action, correspondence. Discussed with Team. Drafted, finalized and arranged for filing of Non-Opposition to Motion to Dismiss.	1.10	\$675.00	\$742.50
Service	02/14/2024	Review/analyze tentative ruling. Prep for hearing.	2.00	\$895.00	\$1,790.00
Service	02/14/2024	Review status and tentative ruling; emails with Defense counsel; memo to file	0.60	\$950.00	\$570.00
Service	02/14/2024	Review status; review documents; review notes and input from NBB and ND regarding motion and settlement issues	1.30	\$950.00	\$1,235.00
Service	02/15/2024	Court appearance - motion for preliminary approval; prepare for hearing	0.75	\$950.00	\$712.50
Service	02/15/2024	update notes and approval outline; note issues for final approval motion	0.50	\$950.00	\$475.00
Service	02/16/2024	Review docket; download order; email Def; memo to staff; memo to Admin with documents	1.00	\$950.00	\$950.00
Service	02/20/2024	Reviewed Court's tentative ruling re Motion to dismiss, reviewed and revised Proposed Order; Advised HD re filing of Proposed Order.	0.50	\$450.00	\$225.00
Service	02/20/2024	Review and obtain tentative ruling re Plaintiff's Motion to Dismiss Representative Action Without Prejudice. Circulate to Team.	0.20	\$250.00	\$50.00
Service	02/20/2024	Draft Proposed Order Re Plaintiff's Motion to Dismiss Representative Action Without Prejudice in compliance with the court's tentative ruling. Forward to Attorney Moran for review and finalization.	0.50	\$250.00	\$125.00
Service	02/26/2024	Reviewed Court's preliminary approval order.	0.20	\$450.00	\$90.00
Service	02/28/2024	Reviewed case file, calendar and docket for team assigned deadline and appearances.	0.30	\$675.00	\$202.50
Service	03/05/2024	Reviewed Court Order re vacated hearing.	0.20	\$450.00	\$90.00
Service	03/06/2024	Reviewed case file, calendar and docket for team assigned deadline and appearances.	0.30	\$675.00	\$202.50
Service	03/27/2024	Reviewed case file, calendar and docket for team assigned deadline and appearances.	0.30	\$675.00	\$202.50
Service	04/01/2024	Review class member correspondence; work on issue; respond to class member	0.30	\$950.00	\$285.00
Service	04/01/2024	Reviewed court's order continuing CMC.	0.20	\$450.00	\$90.00
Service	04/03/2024	Reviewed case file, calendar and docket for team assigned deadline and appearances.	0.30	\$675.00	\$202.50

Service	04/23/2024	Reviewed third party admin's status report re mailed notices.	0.20	\$450.00	\$90.00
Service	04/30/2024	Reviewed third party admin's status report re mailed notices.	0.20	\$450.00	\$90.00
Service	05/03/2024	Review and respond to class member inquires. Review settlement agreement.	0.90	\$850.00	\$765.00
Service	05/10/2024	Review preliminary approval order; analyze preliminary numbers and opt-out reports from settlement admin.; assess attorney bills and costs for loadstar cross-check; draft MFA notice of motion and supporting memorandum; circulate to KN and discuss	4.50	\$750.00	\$3,375.00
Service	05/10/2024	Review status; review emails from JH and billing email; memo to staff	0.50	\$950.00	\$475.00
Service	05/10/2024	Reviewed preliminary approval documents and Order. Discussed with Team. Analyzed numbers and opt-out reports from settlement admin. Reviewed fee and costs.	2.20	\$675.00	\$1,485.00
Service	05/14/2024	Work on approval and settlement issues; review status of notice process and Admin report; update approval outline; review questions from JH; memo to staff	2.50	\$950.00	\$2,375.00
Service	05/14/2024	Reviewed third party admin's status report re mailing of notices.	0.20	\$450.00	\$90.00
Service	05/15/2024	Review status; review Admin email and report	0.30	\$950.00	\$285.00
Service	05/15/2024	Reviewed case file, calendar and docket for team assigned deadline and appearances.	0.30	\$675.00	\$202.50
Service	05/21/2024	Reviewed third party admin's status report re mailed notices.	0.20	\$450.00	\$90.00
Service	05/21/2024	Reviewed status report re Mailed Notices from TPA	0.30	\$675.00	\$202.50
Service	05/22/2024	Reviewed case file, calendar and docket for team assigned deadline and appearances.	0.30	\$675.00	\$202.50
Service	05/23/2024	Review and revise motion for final approval; review status; memo to staff; email Defense counsel	3.50	\$950.00	\$3,325.00
Service	05/23/2024	Review KN revisions to MFA/Fee motion; advise HD re TOC/TOA; draft supporting declaration; circulate to KN for review	2.00	\$750.00	\$1,500.00
Service	05/28/2024	Further discuss MFA/Fee motion with KN; review court-specific approval requirements and cross-reference motion; advise team	1.00	\$750.00	\$750.00
Service	05/28/2024	Work on approval issues; review billing and memo to firm regarding entries; review Admin report; memo to Admin re: declaration.	1.00	\$950.00	\$950.00

Service	05/28/2024	Review and respond to class member inquires. Review settlement agreement for terms and claims administrator information.	1.00	\$850.00	\$850.00
Service	05/28/2024	Reviewed Correspondence re Class notice and opt outs. Discussed with team.	0.80	\$675.00	\$540.00
Service	05/29/2024	Review and revise tables prepare for MFA/fee motion; advise KN	0.40	\$750.00	\$300.00
Service	05/30/2024	Review final draft of billing statement; correct final issues; memo to staff	1.50	\$950.00	\$1,425.00
Service	05/30/2024	review email from Def regarding 1 class member; respond to issue; memo to file	0.30	\$950.00	\$285.00
Service	05/31/2024	Review and revise draft declaration; review and prepare exhibits; revise declaration for final; update figures	3.00	\$950.00	\$2,850.00
Service	05/31/2024	Review and revise motion for final approval; incorporate input and address comments; review Admin draft declaration; research issues	2.50	\$950.00	\$2,375.00
Service	05/31/2024	Review declaration from settlement admin; compare to draft MFA for consistency	0.60	\$750.00	\$450.00
Service	06/03/2024	Work on final approval motion; review Admin decl and prepare redlines; prepare exhibits; prepare motion for final; file and serve motion; serve LWDA	4.00	\$950.00	\$3,800.00
Services Subtotal				\$322,475.00	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	08/01/2022	File and Serve Express	1.00	\$1,442.00	\$1,442.00
Expense	08/01/2022	File and Serve Express - PAGA	1.00	\$442.00	\$442.00
Expense	09/15/2022	Onelegal/Filing Fee	1.00	\$83.90	\$83.90
Expense	09/15/2022	Onelegal/Filing Fee	1.00	\$83.90	\$83.90
Expense	09/16/2022	Onelegal Fee/Filing Fee	1.00	\$12.87	\$12.87
Expense	09/29/2022	Court/OneLegal Fees	1.00	\$12.87	\$12.87
Expense	11/18/2022	Mediation Fees - Rotman.	1.00	\$13,250.00	\$13,250.00
Expense	12/06/2022	One Legal Invoice No. 04578704	1.00	\$12.87	\$12.87
Expense	12/06/2022	One Legal Invoice No. 04578710	1.00	\$12.87	\$12.87
Expense	12/07/2022	One Legal Invoice No. 04584597	1.00	\$33.46	\$33.46

Expense	12/07/2022	One Legal Invoice No. 04584596	1.00	\$33.46	\$33.46
Expense	12/07/2022	One Legal Invoice - 04584597 (Paga)	1.00	\$33.46	\$33.46
Expense	12/07/2022	One Legal Invoice - 04584596	1.00	\$33.46	\$33.46
Expense	04/14/2023	One Legal Invoice No. 04909502	1.00	\$13.33	\$13.33
Expense	04/14/2023	One Legal Invoice No. 04909500	1.00	\$13.33	\$13.33
Expense	05/23/2023	One Legal Invoice No. 05011365	1.00	\$84.16	\$84.16
Expense	05/23/2023	One Legal Invoice No. 05011370 (Paga)	1.00	\$84.16	\$84.16
Expense	06/02/2023	Lexisnexis	1.00	\$398.00	\$398.00
Expense	06/08/2023	Berger Consulting Fee	1.00	\$7,575.00	\$7,575.00
Expense	06/08/2023	Mediation Fees - David Rotman	1.00	\$6,625.00	\$6,625.00
Expense	07/03/2023	Lexis Nexis	1.00	\$187.00	\$187.00
Expense	08/02/2023	LexisNexis	1.00	\$154.00	\$154.00
Expense	09/01/2023	Lexis Nexis	1.00	\$220.00	\$220.00
Expense	09/20/2023	One Legal Invoice No. 05335933	1.00	\$87.51	\$87.51
Expense	09/20/2023	One Legal Invoice No. 05335926	1.00	\$87.51	\$87.51
Expense	10/02/2023	LexisNexis	1.00	\$198.00	\$198.00
Expense	10/09/2023	One Legal Invoice No. 05387136	1.00	\$87.51	\$87.51
Expense	10/16/2023	One Legal Invoice No. 05409225	1.00	\$33.92	\$33.92
Expense	10/16/2023	One Legal Invoice No. 05408841	1.00	\$33.92	\$33.92
Expense	10/24/2023	One Legal Invoice No.05430844	1.00	\$33.92	\$33.92
Expense	10/24/2023	One Legal Invoice No. 05433440	1.00	\$13.33	\$13.33
Expense	12/03/2023	LexisNexis	1.00	\$220.00	\$220.00
Expense	01/02/2024	LexisNexis	1.00	\$209.00	\$209.00
Expense	01/12/2024	One Legal Invoice No. 05643813	1.00	\$15.39	\$15.39
Expense	02/01/2024	File and ServeXpress.	1.00	\$117.25	\$117.25
Expense	02/05/2024	LexisNexis	1.00	\$528.00	\$528.00
Expense	02/05/2024	LexisNexis	1.00	\$231.00	\$231.00
Expense	03/04/2024	LexisNexis	1.00	\$393.00	\$393.00
Expense	04/01/2024	LexisNexis	1.00	\$440.00	\$440.00
Expense	05/01/2024	LexisNexis	1.00	\$462.00	\$462.00

Expense	05/31/2024	Filing fee - motion	1.00	\$60.00	\$60.00
				Expenses Subtotal	\$34,092.36

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	64.75	\$895.00	\$57,951.25
Norm Blumenthal	27.75	\$995.00	\$27,611.25
Scott Blumenthal	26.4	\$450.00	\$11,880.00
Nicholas De Blouw	34.1	\$850.00	\$28,985.00
Ricardo Ehmann	19.0	\$675.00	\$12,825.00
Jeffrey Herman	49.4	\$750.00	\$37,050.00
Trevor Moran	14.1	\$450.00	\$6,345.00
Kyle Nordrehaug	99.75	\$950.00	\$94,762.50
Sergio Puche	63.8	\$675.00	\$43,065.00
Heather Drosi	7.8	\$250.00	\$1,950.00
Adolfo Sanchez Contreras	0.2	\$250.00	\$50.00
		Subtotal	\$356,567.36
		Total	\$356,567.36

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	07/03/2024	\$356,567.36	\$0.00	\$356,567.36
Outstanding Balance				\$356,567.36
Total Amount Outstanding				\$356,567.36

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT #6

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

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Telephone: (858) 551-1223

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

JOHN WHEELER, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

NEXSTAR BROADCASTING, INC., a
Corporation; NEXSTAR BROADCASTING
GROUP, INC., a Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. CGC-22-600499

**DECLARATION OF JOHN
WHEELER IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: February 15, 2024
Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer
Dept: 302

Action Filed: July 1, 2022
Trial Date: Not Set

1 I, John Wheeler, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I worked as a maintenance engineer in California for the Defendants (“Nexstar”) from
10 October of 2015 to October of 2021. I was classified by Nexstar as a non-exempt employee
11 during that time period.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 ILYM Group, Inc., the settlement administrator. Other than the previously disclosed matter of
19 *James Mann v. KTLA, Inc. et al.*, Los Angeles County Superior Court Case No. 23STCV08875
20 which asserts claims that are subsumed by this settlement, I am not aware of any other pending
21 matter or action asserting claims that will be extinguished or adversely affected by this
22 settlement.
23

24 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
25 because I felt that my legal rights as an employee and others like me were violated. For example,
26 due in part to chronic understaffing, I often performed work off the clock without any
27

1 compensation. I also did not receive compliant meal and rest breaks on a regular basis which
2 were either late, interrupted or missed entirely. When these meal and rest break violations
3 occurred, I did not always receive the proper premium penalty wages. In addition, my wage
4 statements were inaccurate for various reasons such as not stating the correct total amount of
5 hours I worked and I also wasn't reimbursed for work-related expenses I incurred such as using
6 my personal cell phone and laptop for work-related issues.

8 6. I spoke to my attorneys several times and discussed how Nexstar implemented
9 its company policies and procedures. I also assisted my attorneys in their investigation into my
10 claims by providing them documents and answering their questions. I reviewed the complaint
11 before it was filed and after it was filed I was given access to an electronic file sharing program
12 that alerted me via email when important documents were filed so that I could review them and
13 keep up with the developments in the case which I understood was one of my duties as a class
14 representative. I would also contact my attorneys from time to time if I had any questions about
15 the case.

17 7. Even though this action is in the process of settling, I was and remain prepared to
18 perform all the duties of a class representative. I understand that as a class representative I have
19 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
20 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
21 benefit of the class members and surrender any right to compromise the group action for an
22 individual gain.

24 8. I understood that being a plaintiff/class representative in this case meant that I
25 was seeking damages not only for myself but also other current and/or former non-exempt
26 employees working for Nexstar in California. I felt that these individuals were not aware of their
27

1 labor law rights and even if they were they would probably be apprehensive about speaking up or
2 even simply because of the time, effort and risk involved in filing a class action lawsuit.

3 9. I understood that being a part of this lawsuit involved risks. For example, my
4 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
5 pay for all or part of the attorney fees and costs paid by Nexstar to defend this lawsuit. Also, I
6 knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it
7 against me or downgrade me as a potential hire. As the only named plaintiff in this case it would
8 not be difficult for a future employer to become aware that I sued a former employer for labor
9 law violations. Ultimately I decided these risks were worth it and decided to fight for my rights
10 and the rights of others regardless of the risks, time and effort I spent on this case.

12 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
13 kept up to date on important developments by reviewing court filings that were made available to
14 me electronically as I described above.

16 11. A mediation took place on June 2, 2023 with David A. Rotman, a well-respected
17 and experienced mediator of wage and hour class actions. A second mediation took place on
18 June 30, 2023 with Mr. Rotman. After the second mediation the parties were able to reach an
19 agreement to settle the action based on a mediator's proposal. I communicated with my
20 attorneys regarding the terms of the settlement which was reached between the parties and
21 understood that I was representing absent class members and therefore wanted the best possible
22 result to be obtained for the class members and I believe a very positive result was in fact
23 achieved via settlement. I reviewed and signed the Memorandum of Understanding on August 8,
24 2023 and when the final settlement papers were ready, I closely reviewed the Settlement
25 Agreement which I signed on December 1, 2023.

1 12. I have been actively involved with this lawsuit performing the duties described above.
2 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
3 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
4 the settlement process. I estimate that I spent approximately 30-40 hours working on this case
5 up until this point. I believe I have been diligent and have done what is expected of a named
6 plaintiff and a proposed class representative to date, and will continue to do so. I have and
7 always will maintain the best interest of the class members.
8

9 13. My attorneys explained to me that the settlement process involves a two-step
10 review by the Court to determine whether the settlement is fair before approving the settlement.
11 I know this process also involves notifying all class members of the settlement terms and of their
12 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
13 settlement.
14

15 14. I believe I did the right thing by filing this case on behalf of the class members who,
16 subject to court approval, are in line to receive monetary payments as a result of this case and
17 settlement. This is money they may never have ever gotten if I did not pursue this action on their
18 behalf. I feel significant personal satisfaction to know that I played a role in the class members
19 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
20 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
21 compensation for the work I performed and the risks I undertook.
22

23 15. As part of the settlement it was necessary for me to sign a general release of
24 claims I may have against Nexstar. I believe the Class Representative Service Payment I have
25 requested provides me with some compensation for this agreed release.
26

27 16. In light of all the time and effort I have spent on this case, the risk I undertook by
28

1 suing a former employer, the exposure to being responsible for paying Nexstar's costs in the
2 event we did not win the case, the reputational risk that future employers may hold this lawsuit
3 against me, the general release, and in light of the size of the settlement, I believe the request for
4 \$10,000 as a Class Representative service payment is fair and reasonable.

5 I declare under penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct.

7
8 Executed on Jan 4, 2024, at San Francisco, CA.
(city, state)

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John Wheeler