

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Email: Kyle@bamlawca.com

11 Website: www.bamlawca.com

12 Attorneys for Plaintiff

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

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

18 Plaintiff,

19 vs.

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

25 Defendants.

Case No. CGC-22-600499

NOTICE OF ENTRY OF JUDGMENT

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 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on July 10, 2024, the Court entered the
3 Order Granting Motion for Final Approval and the Judgment in the above entitled action. A
4 true and correct copy of the Judgment is attached hereto as Exhibit #1. A true and correct
5 copy of the Order Granting Motion for Final Approval is attached hereto as Exhibit #2. The
6 Order and the Judgment are also served on the LWDA pursuant to the Proof of Service
7 below.

8 Respectfully submitted,

9 Dated: July 11, 2024

10 **BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

11 By: /s/ Kyle Nordrehaug
12 Kyle R. Nordrehaug
13 Attorneys for Plaintiff
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

On July 11, 2024, I served the document(s) described as:

1. Notice of Entry of Judgment

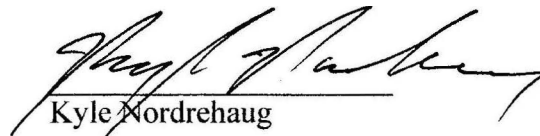
X **(BY ELECTRONIC SERVICE):** Pursuant to the provisions of CCP §1010.6, I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following confirmed e-mail addresses:

Andrew J. Kozlow
E-mail: Andrew.Kozlow@jacksonlewis.com
Patricia Giatis
E-mail: Patricia.Giatis@jacksonlewis.com
Paul.Rossman
E-mail: Paul.Rossman@jacksonlewis.com
Fatimah Sikin
Fatimah.Sikin@jacksonlewis.com
JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, California 94111-4615
Telephone: (415) 394-9400
Facsimile: (415) 394-9401

X **(ONLINE TO THE LWDA):** I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X **(State):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 11, 2024, at La Jolla, California.



Kyle Nordrehaug

EXHIBIT #1

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (SBN #068687)

4 Kyle R. Nordrehaug (SBN #205975)

5 Aparajit Bhowmik (SBN #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858) 551-1223

9 Facsimile: (858) 551-1232

10 Attorneys for Plaintiff

FILED
Superior Court of California
County of San Francisco

JUL 10 2024

CLERK OF THE COURT

BY: Karen Liu
Deputy Clerk

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SAN FRANCISCO**

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

16 Plaintiff,

17 vs.

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

22 Defendants.

Case No: CGC-22-600499

~~[PROPOSED]~~ FINAL JUDGMENT

Hearing Date: June 26, 2024

Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer

Dept.: 302

Action Filed: July 1, 2022

Trial Date: Not set

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

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

1 Court sets a compliance hearing date of March 11, 2024, at 9:30 a.m., and the written certification
2 of the Administrator shall be filed no later than fourteen (14) days before this hearing.

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

4 Dated: 7/16/24

5 Ulmer
6 The Honorable Richard B. Ulmer
7 Judge of the Superior Court
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT #2

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (SBN #068687)

4 Kyle R. Nordrehaug (SBN #205975)

5 Aparajit Bhowmik (SBN #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858) 551-1223

9 Facsimile: (858) 551-1232

10 Attorneys for Plaintiff

FILED
Superior Court of California
County of San Francisco

JUL 10 2024

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF SAN FRANCISCO**

13
14 JOHN WHEELER, an individual, on behalf of
15 himself and on behalf of all persons similarly
16 situated,

17 Plaintiff,

18 vs.

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

23 Defendants.

Case No. CGC-22-600499

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

Hearing Date: June 26, 2024

Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer

Dept.: 302

Action Filed: July 1, 2022

Trial Date: Not set

1 On June 26, 2024, a hearing was held on the unopposed motion of Plaintiff John Wheeler
2 (“Plaintiff”) for final approval of the Class Action and PAGA Settlement Agreement (the
3 “Agreement”) with Defendants Nexstar Media Inc., f/k/a Nexstar Broadcasting, Inc. and Nexstar
4 Media Group, Inc. f/k/a Nexstar Broadcasting Group, Inc. (“Defendants”) and payments to the
5 Plaintiff, Class Counsel, Aggrieved Employees, the Labor and Workforce Development Agency
6 (“LWDA”) and the Administrator. The unopposed motion is granted.

7 The parties have submitted their Agreement, which this Court preliminarily approved by
8 its February 15, 2024, order (“Preliminary Approval Order”). In accordance with the Preliminary
9 Approval Order, Class Members have been given notice of the terms of the Agreement and the
10 opportunity to comment on or object to it or to exclude themselves from its provisions.

11 Having received and considered the Settlement, the supporting papers filed by the parties,
12 and the evidence and argument received by the Court at the hearing before it entered the
13 Preliminary Approval Order and the final approval hearing on June 26, 2024, the Court grants
14 final approval of the Settlement, and HEREBY ORDERS as follows:

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

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

19 2. The Administrator received two (2) valid requests for exclusion from the Class.
20 The individuals who timely submitted valid requests for exclusion are Steven Womack and Tiffany
21 Justice.

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

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

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. No class members objected to the Settlement as part of this notice process or stated an
7 intent to appear at the final approval hearing.

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

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

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

27 8. The Court finds and determines that the Individual Class Payments to be paid to
28 the Participating Class Members, as provided for by the Agreement, are fair and reasonable. The

1 Court hereby grants final approval to and orders the payment of those amounts to be made to the
2 Participating Class Members out of the Net Settlement Amount in accordance with the Agreement.

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

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

15 11. The Court finds and determines that the fees and expenses of ILYM Group in
16 administering the settlement, in the amount of \$20,467, are fair and reasonable. The Court hereby
17 grants final approval to such amount and orders that the payment of approximately that amount be
18 paid out of the Gross Settlement Amount in accordance with the Agreement.

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

24 13. Pursuant to the authorities and argument presented to the Court, the Court approves
25 the payment of attorneys' fees to Class Counsel in the sum of \$1,266,666, plus costs and expenses
26 in the amount of \$33,000. Said amount shall be paid from the Gross Settlement Amount.

27 14. The parties are hereby ordered to comply with the terms of the Settlement.
28 Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to

1 fully pay Defendants' share of payroll taxes, by transmitting the funds to the Administrator no
2 later than 14 days after the Effective Date.

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

7 **IT IS SO ORDERED.**

8 Dated: 7/10/24

9  Ulmer
10 The Honorable Richard B. Ulmer
11 Judge of the Superior Court
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28