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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,

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

**DECLARATION OF NICOLE BENCH
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

Date: June 26, 2024

Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer

Dept.: 302

1 I, Nicole Bench, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Wheeler*
6 *vs. Nexstar Broadcasting, Inc., et al.* matter. I am authorized to make this declaration on behalf of
7 ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Class Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval*,
18 (referred to as “Class Notice Packet”); (b) receiving and processing requests for exclusion and
19 objections to the Settlement, if applicable; (c) resolving Class Members’ disputes over the number
20 of work weeks Defendant has record of them working during the Class Period, which was pre-
21 printed on their individualized Class Notice; (d) establishing a QSF account and calculating
22 individual settlement award amounts; (e) processing and mailing settlement award checks; (f)
23 handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and
24 filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed
25 funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually
26 agree to and/or the Court orders ILYM Group to perform.

1 4. On February 16, 2024, ILYM Group received the Court approved text for the Class
2 Notice Packet from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice
3 Packet, which was approved by the Parties' Counsel prior to mailing.

4 5. On March 1, 2024, ILYM Group received the class data file from Counsel for
5 Defendant, which contained the name, social security number, last known mailing address, , last
6 known telephone number, last known e-mail address, the dates of employment worked for each
7 individual, the number of Workweeks worked for each Class Member during the Class Period and
8 the number of Pay Periods worked for each Aggrieved Employee during the PAGA Period. The
9 data file was uploaded to our database and checked for duplicates and other possible discrepancies.
10 The Class List contained 1,835 individuals.

11 6. As part of the preparation for mailing, all 1,835 names and addresses contained in
12 the Class List were then processed against the National Change of Address ("NCOA") database,
13 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
14 the mailing addresses of the Settlement Class Members before mailing of the Class Notice Packet.
15 The NCOA contains requested change of addresses filed with the USPS. To the extent that an
16 updated address was found in the NCOA database, the updated address was used for the mailing of
17 the Class Notice Packet. To the extent that no updated address was found in the NCOA database,
18 the original address provided by Counsel for Defendants was used for the mailing of the Class
19 Notice Packet.

20 7. On March 25, 2024, a link to ILYM Group's website was set up for Class Members
21 to access relevant court documents. The website link is www.ilymgroup.com/NBI. Also, the
22 following telephone number, (888) 250-6810, was included in the Notice Packet for Class Members
23 to call should they have questions or want additional information.

24 8. On March 25, 2024, the Class Notice Packet was mailed, via U.S First Class Mail,
25 to all 1,835 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and
26 correct copy of the mailed Class Notice Packet.

27 9. As of the date of this declaration, 88 Class Notice Packets have been returned to our
28 office. Of the 88 returned Class Notice Packets, 1 was returned with a forwarding address and the

1 Class Notice Packet was promptly re-mailed to the forwarding address provided. ILYM Group
2 performed a computerized skip trace on the 87 returned Class Notice Packets that did not have a
3 forwarding address, in an effort to obtain updated addresses for the purpose of re-mailing the Class
4 Notice Packets. As a result of this skip trace, 63 updated addresses were obtained and the Class
5 Notice Packets were promptly re-mailed to those Class Members, via U.S. First Class Mail.

6 10. As of the date of this declaration, a total of 64 Class Notice Packets have been re-
7 mailed. Specifically, 1 Class Notice Packet was remailed as a result of a forwarding address
8 provided by the USPS and 63 Class Notice Packets have been re-mailed as a result of ILYM
9 Group's skip tracing efforts.

10 11. As of the date of this declaration, a total of 24 Class Notice Packets have been
11 deemed undeliverable as no updated addresses were found notwithstanding the skip tracing.

12 12. On April 16 ,2024, ILYM Group was contacted by a potential class member whose
13 name was not found on the original data provided to us. The request was forwarded to Defense
14 Counsel for review. On April 23, 2024, Defense Counsel approved the class member to be added
15 to the class. The class size increased to 1,836.

16 13. As of the date of this declaration, ILYM Group has received 2 requests for exclusion
17 from the following individuals: Steven Womack and Tiffany Justice. The deadline to request
18 exclusion from the Settlement was May 24, 2024.

19 14. As of the date of this declaration, ILYM Group has not received any written
20 objections to the Settlement. The deadline to submit a written objection to the Settlement was May
21 24, 2024.

22 15. As of the date of this declaration, ILYM Group has not received any disputes from
23 a Class Member.

24 16. As of the date of this declaration, ILYM Group will report a total of 1,834
25 Participating Class Members, representing 99.89% of the 1,836 Class Members. The total number
26 of Workweeks worked by the Participating Class Members during the class period is 199,464. As
27 of the date of this declaration, the Escalator Clause has not been triggered.
28

1 17. Participating Class Members will receive a proportional share of the Net Settlement
2 Amount through individual settlement payments, based on the number of Workweeks worked by
3 Class Members during the Class Period. The Net Settlement Amount is the amount remaining after
4 deduction of the Court-approved payments from the Gross Settlement Amount for Class Counsel
5 Fees and Litigation Costs, the Class Representative Service Payment, Administration Fees to ILYM
6 Group, and the PAGA Penalties allocation, e.g.,

7 Gross Settlement Amount	\$3,800,000.00
8 Class Counsel's Fees	\$1,266,666.67
9 Class Counsel Litigation Expenses	\$33,000.00
10 Class Representative Service Payment- John Wheeler	\$10,000.00
11 Administration Fees	\$20,467.00
12 PAGA Penalties Allocation To LWDA	\$60,000.00
13 PAGA Penalties Allocation to Aggrieved Employees	\$20,000.00
14 Net Settlement Amount	\$2,389,866.33

15 18. To determine a Participating Class Member's individual Class Payment, the
16 distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of the
17 Workweeks worked by each Class Member during the Class Period, to the total number of
18 Workweeks worked by all Class Members during the Class Period. Based on these calculations,
19 the Participating Class Members will receive an estimated average gross payment of \$1,303.09,
20 with the estimated highest gross payment being \$3,318.86.

21 19. In addition, ILYM Group reports a total of 1,433 Aggrieved Employees during the
22 PAGA Period. The PAGA payments to the Aggrieved Employees will be calculated based on the
23 Aggrieved Employee's number of Pay Periods worked during the PAGA Period. The distribution
24 will be divided among all Aggrieved Employees on a pro rata basis, based on the ratio of the PAGA
25 Pay Periods worked by each Aggrieved Employee during the PAGA Period, to the total number of
26 PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. Based on these
27 calculations, the Aggrieved Employee's, will receive an estimated average payment of \$13.96, with
28 the estimated highest payment being \$30.45.

20. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$20,467.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 3rd day of June 2024, at Tustin, California.

Nicole Bench
NICOLE BENCH

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 \$«Class_ESA» (less withholding) and your share of the PAGA Penalties is estimated to be \$«PAGA_ESA».** 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 «Class_weeks» workweeks** during the Class Period and **you worked «PAGA_Pay_Periods» 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 May 24, 2024.	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 May 24, 2024	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 June 26, 2024, at 9:30 a.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 May 24, 2024	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 May 24, 2024. 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 February 15, 2024. 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 (\$3,800,000.00) (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 \$1,266,666.67, 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 \$2,389,866.33. 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 «Class weeks » 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 \$«Class_ESA».

Defendants' records reflect that you worked «PAGA Pay Periods » 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 \$«PAGA_ESA».

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 **May 24, 2024**. You may also fax the dispute to (888) 845-6185 or email the dispute to claims@ilymgroup.com 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, Inc.
P.O. Box 2031, Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Website: www.ilymgroup.com/NBI

The Court will hold a Final Approval Hearing on June 26, 2024, at 9:30 a.m. 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 **May 24, 2024**. You may also fax your request to opt out to (888) 845-6185 or email the dispute to claims@ilymgroup.com 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 P.O. Box 2031, Tustin, CA 92781. Written requests for exclusion that are postmarked after **May 24, 2024**, 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 June 26, 2024, 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 May 24, 2024.** You may also fax the dispute to (888) 845-6185 or email the dispute to claims@ilymgroup.com 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, Inc.

Email Address: claims@ilymgroup.com

Mailing Address: P.O. Box 2031, Tustin, CA 92781

Telephone Number: (888) 250-6810

Fax Number: (888) 845-6185

Website: www.ilymgroup.com/NBI

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:

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Blumenthal Nordrehaug Bhowmik DeBlouw LLP
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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 9:30 a.m. (Pacific Standard Time) on June 26, 2024, 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 (888) 250-6810 or write to *Wheeler vs. Nexstar Broadcasting* Administrator, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781.

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.

«Case_Name»
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

«ILYMID
QR
Code»

ILYM ID: «ILYMID» «Tray_PC» «Postal_Sort»
«first_name» «last_name»
«Address_1»
«City», «state» «Zip_Code»
«encodedimbno»