

3/3/2015

S. NASH, CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA - MARTINEZ
M. MERINO, DEPUTY CLERK

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

ALICIA DEVORA, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

UNIVISION COMMUNICATIONS, INC., a
Delaware Corporation, UNIVISION RADIO
SAN FRANCISCO, INC., a Delaware
Corporation, UNIVISION RADIO LOS
ANGELES, INC., a California Corporation,
UNIVISION RADIO FRESNO INC., a
Delaware Corporation, UNIVISION RADIO
SAN DIEGO, INC., a Delaware Corporation,
UNIVISION LOCAL MEDIA, INC., a Delaware
Corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No. C 14-01864

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: February 26, 2015
Time: 9:00 am
Dept.: 9
Judge: Hon. Barry Goode

1 WHEREAS, the above-listed matter is currently pending before this Court as a putative
2 class action (the “Action”); and

3 WHEREAS Plaintiff Alicia Devora (“Plaintiff”) and Defendants Univision
4 Communications, Inc., Univision Radio San Francisco, Inc., Univision Radio Los Angeles, Inc.,
5 Univision Radio Fresno Inc., Univision Radio San Diego, Inc., and Univision Local Media, Inc.,
6 (hereafter collectively “UNIVISION” or “Defendants”) (collectively, the “Parties”) have agreed,
7 subject to Court approval following notice to the Settlement Class and a hearing, to settle this
8 Action; and

9 WHEREAS, Plaintiff has applied to this Court for an order preliminarily approving the
10 settlement of the Action in accordance with a Stipulation of Settlement and Release (“Settlement
11 Agreement”), which, together with the exhibits annexed thereto, sets forth the terms and conditions
12 for a proposed settlement of the Action upon the terms and conditions set forth therein; and

13 WHEREAS, the Court has read and considered the Plaintiff’s Motion for Preliminary
14 Approval, the Settlement Agreement, and the exhibits annexed thereto;

15 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

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

19 2. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
20 and reasonable. It appears to the Court that extensive and costly investigation and research have
21 been conducted, significant fact-finding through informal discovery has occurred, such that counsel
22 for the Parties at this time are able to reasonably evaluate their respective positions. It further
23 appears to the Court that Settlement, at this time, will avoid substantial additional costs by all
24 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of
25 the Action. It further appears that the Settlement has been reached as the result of intensive,
26 serious and non-collusive, arms-length negotiations.

27 3. The Court preliminarily finds that the Settlement Agreement appears to be within
28 the range of reasonableness of a settlement that could ultimately be given final approval by this

1 Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the
2 Settlement and preliminarily finds that the monetary settlement awards made available to all
3 Putative Class Members is fair, adequate and reasonable when balanced against the probable
4 outcome of further litigation relating to liability and damages issues.

5 4. The Court hereby conditionally certifies the Class for settlement purposes only. The
6 Class shall be comprised of all employees of Defendants who served in the following job titles in
7 California between September 30, 2009 and September 30, 2014 (the “Class Period”): Account
8 Executive, Senior Account Executive, Account Manager Retail Account Executive, National
9 Accounts Manager and National Account Executive (“Advertising Sales Representatives” or
10 “Class Members”).

11 5. Should for whatever reason the Settlement not become final, the fact that the Parties
12 were willing to stipulate to certification of the Class as part of the Settlement shall have no bearing
13 on, nor be admissible in connection with, the issue of whether a class should be certified in a non-
14 settlement context.

15 6. Plaintiff Alicia Devora is hereby preliminarily appointed and designated, for all
16 purposes, as the representative for the Class, and the law offices of Leonard Carder, LLP is hereby
17 preliminarily appointed and designated as counsel for Plaintiff and the Class (“Class Counsel”).

18 7. Class Counsel is authorized to act on behalf of Putative Class Members with respect
19 to all acts or consents required by, or which may be given pursuant to, the Settlement, and such
20 other acts reasonably necessary to consummate the Settlement. Any Putative Class Member may
21 enter an appearance through counsel of such individual’s own choosing and at such individual’s
22 own expense. Any Putative Class Member who does not enter an appearance or appear on his or
23 her own will be represented by Class Counsel.

24 8. A hearing (the “Final Approval Hearing”) shall be held before this Court on June
25 18, 2015, at the State of California, Contra Costa County Superior Court, Dept. 17, 725 Court
26 Street, Martinez, California, 94553, to determine all necessary matters concerning the Settlement,
27 including: whether the proposed settlement of the Action on the terms and conditions provided for
28 in the Settlement Agreement is fair, adequate and reasonable and should be finally approved by the

1 Court; whether a Judgment, as provided in the Settlement Agreement, should be entered herein;
2 whether the plan of allocation contained in the Settlement Agreement should be approved as fair,
3 adequate and reasonable to the Putative Class Members; and to finally approve Class Counsel’s
4 Fees Award and Cost Award, the Plaintiff’s Service Award and Administration Costs.

5 9. The Court hereby approves, as to form and content, the Notice to be distributed to
6 Putative Class Members, attached as Exhibit 1 to the Settlement Agreement. The Court finds that
7 distribution of the Notice Form substantially in the manner and form set forth in the Settlement
8 Agreement and Exhibit 1 thereto meets the requirements of due process, is the best notice
9 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
10 entitled thereto.

11 10. The Court hereby approves, as to form and content, the Estimated Settlement Share
12 Form to be distributed to Putative Class Members and mailed by the Settlement Administrator in
13 order for any Class Member to participate in the settlement, attached as Exhibit 2 to the Settlement
14 Agreement.

15 11. The Court hereby appoints Kurtzman Carson Consultants, LLC (“KCC”) as
16 Settlement Administrator for purposes of carrying out the notice and settlement administration
17 processes, and to make payments and tax filings and forms, as set forth in the Settlement
18 Agreement. KCC shall carry out the functions of Settlement Administrator as specified in the
19 Settlement Agreement. The Court also hereby approves the payment of actual Settlement
20 Administration Costs from the Total Settlement Fund, estimated at \$10,601.

21 12. Any Putative Class Member may choose to be excluded from the Class as provided
22 in the Notice by following the instructions for requesting exclusion from the Class that are set forth
23 in the Notice. Any such person who chooses to be excluded from the Class will not be entitled to
24 any recovery under the Settlement and will not be bound by the Settlement or have any right to
25 object, appeal or comment thereon. Putative Class Members who have not requested exclusion
26 shall be bound by all determinations of this Court, by the Settlement Agreement, and by the Final
27 Judgment.

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1 13. Any Putative Class Member who has not opted out of the Settlement may appear at
2 the Settlement Hearing and may object to or express their views regarding the Settlement, and may
3 present evidence and file briefs or other papers, that may be proper and relevant to the issues to be
4 heard and determined by the Court as provided in the Notice and the Settlement Agreement.

5 14. The Court hereby preliminarily approves the definition and disposition of the Total
6 Settlement Fund and related matters provided for in the Settlement Agreement.

7 15. The Court hereby preliminarily approves an award of attorneys' fees to Class
8 Counsel of up to \$237,500 ("Fees Award"), out-of-pocket litigation expenses incurred by Class
9 Counsel of up to \$8,000 ("Litigation Expense Award"), and a Service Payment to the Named
10 Plaintiff of \$5,000.

11 16. The hereby preliminarily approves the proposed *cy pres* beneficiary - the East Bay
12 Community Law Center (Berkeley, CA).

13 17. The Court orders the following Implementation Schedule:

14		
15	10 calendar days after entry of this order	Defendants to provide complete class list, including contact information and all data needed to compute individual settlement shares. Defendants shall provide the same information to Class Counsel, omitting Class Members' social security numbers.
16		
17		
18	25 days after entry of this order	Mailing by first class mail of Class Action Settlement Notice and Settlement Share Form by Settlement Administrator.
19		
20	20 days after mailing of Notice and Settlement Share Form	Settlement Administrator to conduct trace/search efforts and send a follow up mailing to Settlement Class Members whose Notice was returned as undeliverable or whose listed address is found to be inaccurate or outdated.
21		
22		
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24	45 days after mailing of Notice and Settlement Share Form	Last day for Settlement Class Members to opt out, challenge dates of employment/prior expenses paid, or submit written objections (the "Objection/Exclusion Deadline").
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10 days after the Objection/
Exclusion Deadline

Settlement Administrator to provide counsel with opt outs, written objections or statements of intention to object to the Settlement received from Settlement Class Members, and also prepare a declaration for Plaintiff's counsel and Defendants' counsel review and approval certifying the completion and results of the class notice and related processes.

5 court days before final
approval hearing

Last day for filing and service of papers in support of final settlement approval and requests for attorneys' fees and expenses, and class representative service award.

June 18, 2015 at 8:30am

Date for Hearing on Plaintiff's Motion for Final Approval of Class Action Settlement.

Within 10 days of the Settlement
Effective Date¹

Settlement Administrator to make the final calculation of payments from the Net Settlement Fund to be distributed to the Settlement Class Members and provide all Counsel with a report listing the amount of all payments to be made to each Eligible Settlement Class Member from the Net Settlement Fund.

Within 20 days of Settlement
Effective Date

Settlement Administrator to distribute and pay from the Settlement Fund: (1) Settlement share checks to all Eligible Settlement Class Members; (2) awarded attorneys' fees and reimbursed litigation expenses to Plaintiff's counsel; (3) check for the class representative's service award; and (4) administration costs paid to the Settlement Administrator.

120 days after distribution of
checks to Eligible Settlement
Class Members

Expiration / void date for checks distributed to Eligible Settlement Class Members.

Within 180 days of Settlement
Effective Date.

Settlement Administrator to pay any residual funds in the settlement fund to the *cy pres* beneficiary.

¹ Under the terms of the settlement, the "Effective Date" means the date by which this Settlement is finally approved as provided herein and the Superior Court's Final Judgment becomes binding. For purposes of this Settlement Agreement, the Final Judgment becomes binding upon entry of the Court's order granting final approval, except if any Class Member objects to the settlement. In the event of any objections, the Effective Date means the later of: (i) the day after the last day by which a notice of appeal to the California Court of Appeal of the Final Judgment may be timely filed, and none is filed; (ii) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial or otherwise, the day after the last date for filing a request for further review of the Court of Appeal's decision passes, and no further review is requested; (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the judgment can be requested, or (iv) if review is accepted, the day the California Supreme Court affirms the Stipulation of Settlement.

1 Within 200 days of Settlement
2 Effective Date.

Settlement Administrator to provide counsel with
sworn certification Plaintiff to submit final
Settlement Administrator's report regarding all
payments and the *cy pres* distribution, if any.

3 Within 220 days of Settlement
4 Effective Date.

Plaintiff to submit final Settlement Administrator's
report regarding all payments and the *cy pres*
distribution, if any.

5
6 18. The Settlement is not a concession or admission, and shall not be used against
7 Defendants or any of the Released Parties as an admission or indication with respect to any claim
8 of any fault or omission by Defendants or any of the Released Parties. Whether or not the
9 Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or
10 conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be:

11 a. Construed as, offered or admitted in evidence as, received as or deemed to
12 be evidence for any purpose adverse to the Released Parties, including, but not limited to,
13 evidence of a presumption, concession, indication or admission by Defendants or any of
14 the Released Parties of any liability, fault, wrongdoing, omission, concession or damage;
15 or

16 b. Disclosed, referred to, or offered or received in evidence against any of the
17 Released Parties in any further proceeding in the Action, or in any other civil, criminal or
18 administrative action or proceeding, except for purposes of enforcing the settlement
19 pursuant to the Settlement Agreement.

20 19. As of the date this Order is signed, all dates and deadlines associated with the
21 Action shall be stayed, other than those pertaining to the administration of the Settlement of the
22 Action.

23 20. In the event the Settlement does not become effective in accordance with the terms
24 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled
25 or fails to become effective for any reason, this Order shall be rendered null and void and shall be
26 vacated, and the Parties shall revert to their respective positions as of before entering into the
27 Settlement Agreement.

28

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

5 **IT IS SO ORDERED.**

6 Dated: February 27, 2015



HONORABLE BARRY GOODE
Judge of the Superior Court

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