

STIPULATION OF SETTLEMENT AND RELEASE

This Stipulation of Settlement and Release (“Stipulation of Settlement,” “Settlement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff Alicia Devora (the “Named Plaintiff”), individually and on behalf of all others similarly situated, and Defendants Univision Communications, Inc., Univision Radio, Inc., Univision Radio Los Angeles, Inc., Univision Radio San Francisco, Inc., Univision Radio San Diego, Inc., Univision Radio Fresno, Inc., and Univision Local Media, Inc. (collectively “Defendants” or “UNIVISION”), subject to the terms and conditions hereof and the Court’s approval.

This Settlement Agreement supersedes and replaces any and all previous settlement agreements and memoranda of understanding, and the Parties agree that all prior executed settlement agreements shall be null and void on execution of this Settlement Agreement.

A. Definitions

1. “Claims” means the claims asserted by the Named Plaintiff in her original Complaint, including: (1) claims for failure to reimburse business expenses in violation of California Labor Code §2802 and (2) claim for violation of California Business & Professions Code §§ 17200, *et seq.* arising out of Defendant’s alleged failure to reimburse for business-related expenses.

2. The “Claims Administrator” means Kurtzman Carson Consultants (“KCC”). The Parties each represent they do not have any financial interest in KCC or otherwise have a relationship with KCC that could create a conflict of interest.

3. “Class Counsel” is Leonard Carder, LLP, subject to approval by the Court.

4. The “Class Period” is the time period from September 30, 2009 through September 30, 2014.

5. The “Complaint” and the “Action” mean the case entitled *Alicia Devora v. Univision Communications, Inc., et. al.* (Contra Costa Superior Court, Case No. C-14-01864).

6. “Complete And General Release” means an irrevocable and unconditional release by the Named Plaintiff of the Released Parties (defined below) from any and all charges, complaints, claims, causes of action, debts, sums of money, controversies, agreements, promises, damages and liabilities of any kind or nature whatsoever, both at law and equity, known or unknown, suspected or unsuspected, arising from conduct occurring on or before the date the Named Plaintiff signs this Settlement Agreement. This provision is intended by the Parties to be all encompassing and to act as a full and total release of any claims, whether specifically enumerated herein or not, that Named Plaintiff might have or has had, that exists or ever has existed on or to the date this Settlement Agreement is signed. The words “claim” or “claims” include, without limitation, all actions, claims and grievances, whether actual or potential, known or unknown, related, incidental to or arising out of any act or omission committed or omitted by the Released Parties through the date Named Plaintiff signs this Settlement Agreement and/or arising out of Named Plaintiff’s employment relationship with Defendant and/or the cessation thereof. This release includes a 1542 Waiver (as defined below).

7. "Defense Counsel" is Venable LLP.

8. "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.

9. "Individual Payment Amount" is the gross amount of the Net Settlement Fund to be paid to each Settlement Class Member and is to be calculated in accordance with paragraph 35(f).

10. "Notice" or "Notice Packet" means the Notice of Pendency of Class Action, Proposed Settlement and Hearing Date for Court Approval, as approved by the Superior Court, and attached to this Stipulation of Settlement as Exhibit 1, and the Estimated Payment Form attached to this Stipulation of Settlement as Exhibit 2.

11. "Objection/Exclusion Deadline" means the deadline for Putative Class Members to make an objection to or request exclusion from the Settlement Class. The Objection/Exclusion deadline is forty-five (45) calendar days after the date the Notice is mailed to the Putative Class Members.

12. The "Parties" means the Named Plaintiff, the Settlement Class and Defendants, collectively.

13. "Net Settlement Fund" means the portion of the Total Settlement Fund (defined below) that will be distributed to Settlement Class Members (defined below).

14. The "Putative Class" or "Putative Class Members" are the persons who worked for Defendants selling radio advertising under the job titles Account Executives, Senior Account Executives, Account Manager, Retail Account Executive, National Accounts Manager, and National Account Executive (collectively "Advertising Sales Representatives") during the Class Period, consisting of the seventy-one (71) individuals listed on Exhibit 3 to this Stipulation.

15. "Released Claims" means the claims that the Settlement Class Members, including the Named Plaintiff, are releasing in exchange for the consideration provided by this Settlement Agreement. The Released Claims include the claims asserted by the Named Plaintiff in her original Complaint and derivative claims based on Defendants' alleged failure to failure to reimburse for business-related expenses. Specifically, the Released Claims include: (1) claims for failure to reimburse business expenses in violation of California Labor Code §2802; (2) claim for violation of California Business & Professions Code §§ 17200, *et seq.* arising out of Defendants' alleged failure to reimburse for business-related expenses; (3) claims for penalties,

interest, attorneys' fees, and costs related to Defendants' alleged failure to failure to reimburse for business-related expenses; and (4) any claims, which now exist, or have existed, upon any theory of law for failure to reimburse for business expenses/failure to indemnify under California Labor Code section 2802.

16. "Released Parties" means Univision Communications, Inc., Univision Radio, Inc., Univision Radio Los Angeles, Inc., Univision Radio San Francisco, Inc., Univision Radio San Diego, Inc., Univision Radio Fresno, Inc., and Univision Local Media, Inc. and their parent corporation(s), affiliates, subsidiaries, divisions, predecessors, insurers, re-insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

17. The "Settlement Class Members" means all Putative Class Members who do not request exclusion of the Settlement according to the terms of this Settlement Agreement.

18. "Superior Court" or "Court" means the State of California, Contra Costa Superior Court, before which this Action is currently pending.

19. "Total Settlement Fund" means the total value of this Settlement and the maximum amount that Defendant must pay in order to obtain the releases from liability established by this Settlement Agreement, which is \$950,000.

20. "Total Actual Reimbursements" refers to the total sum of all amounts paid by Defendants to Putative Class Members during the period of September 30, 2009 through September 30, 2014, for reimbursement of business-related expenses, as recorded in Defendants' CONCUR system.

21. "Discounted Total Actual Reimbursements" refers to thirty-five percent (35%) of Total Actual Reimbursements

22. "Actual Reimbursements" refers to the actual reimbursements paid to each Putative Class Member during the period of September 30, 2009 through September 30, 2014, for reimbursement of business-related expenses, as recorded in Defendants' CONCUR system.

23. "Discounted Actual Reimbursements" refers to thirty-five percent (35%) of the Actual Reimbursements

24. "Total Expense Fund" is the sum of Discounted Total Actual Reimbursements and Net Settlement Fund.

25. "1542 Waiver" means an express waiver, to the fullest extent permitted by law, of the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which Section provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

B. Background And Investigation

26. The Named Plaintiff filed the Action on October 15, 2014, in Contra Costa County Superior Court. The Named Plaintiff alleges that Defendants failed to reimburse her and the Putative Class Members for all necessary expenses incurred in connection with the performance of their duties as employees of Defendants, pursuant to California Labor Code section 2802. Plaintiff further contends that Defendants' alleged conduct violated California Business and Professions Code section 17200, *et seq.* In connection with these claims, the Named Plaintiff seeks to recover unreimbursed expenses, interest, attorneys' fees, costs, and other equitable and injunctive relief.

27. Class Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the Claims. Class Counsel has reviewed several hundred pages of documents produced by Defendants which explain Defendants' expense reimbursement policies, records of requests for expense reimbursement and reimbursement payments, and more. Class Counsel also contacted, or attempted to contact, Putative Class Members to assess the merits of the Claims. Further, Class Counsel has litigated several near-identical Class Actions against direct competitors of Defendants in radio advertising, and knowledge and experience from these past cases further informs Class Counsel's view of this case. Based on the foregoing investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendants for the consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Putative Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses and potential defenses asserted by Defendants, and numerous potential appellate issues.

28. Defendants deny any liability or wrongdoing of any kind associated with the Claims. Defendants contend among other things, that they have complied at all times with the California Labor Code. Defendants repeatedly has asserted and continue to assert defenses to the Claims, and has expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Defendants also have denied and continue to deny, *inter alia*, the allegations that: (1) they failed to properly reimburse business expenses incurred by Putative Class Members; and (2) they engaged in any unlawful, unfair or fraudulent business practices. Neither this Agreement, any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing or liability whatsoever. Moreover, Defendants contends the Claims are not appropriate for certification, except for purposes of this Settlement.

29. However, Defendants have concluded that any further defense of this litigation would be protracted and expensive. Substantial amounts of its time, energy and resources have been expended and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by the Named Plaintiff. Defendants, therefore, has agreed to settle in the manner and upon the terms set forth in this Settlement Agreement to put to rest the Claims.

30. The Parties agree that the settlement is fair and reasonable and will so represent to the Court. The Parties recognize the expense and length of continued proceedings necessary to continue the litigation through trial and through any possible appeals. The Parties also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. The Parties also have taken into account the

extensive settlement negotiations conducted, principally during formal mediation on September 15, 2014 and the period immediately thereafter. Based on the foregoing, the Parties believe the Settlement set forth in this Settlement Agreement is a fair, adequate and reasonable settlement, and is in the best interests of the Putative Class Members.

C. Conditional Certification

31. Solely for purposes of this Settlement, the Parties stipulate and agree that Court may certify one class, which shall consist of all Putative Class Members. Should, for whatever reason, the Settlement not become effective, the fact that the Parties were willing to stipulate to certification of the claims asserted on behalf of Putative Class Members as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issues of whether the Claims should be certified in a non-settlement context in this Action or in any other lawsuit. Defendants expressly reserve their right to oppose class certification in this or any other action should this Settlement not become effective. Furthermore, Defendants make no concession that any of the Claims have merit.

32. Solely for the purposes of this Settlement, and subject to Court approval, the Parties stipulate and agree the Named Plaintiff shall be appointed as a representative for the Class.

33. Solely for the purposes of this Settlement, and subject to Court approval, the Parties stipulate and agree that Class Counsel shall be appointed as counsel for the Settlement Class.

34. Solely for the purposes of this Settlement, and subject to Court approval, the Parties stipulate and agree that KCC shall be appointed as the Claims Administrator authorized to administer this Settlement.

D. Financial Terms of Settlement

35. The financial terms of the settlement are as follows:

(a) **Total Settlement Fund:** Subject to final approval of this Settlement by the Court, exhaustion of any and all appeals, and in consideration for the releases described herein, Defendant shall pay Nine Hundred and Fifty Thousand Dollars (\$950,000.00). The Total Settlement Fund is non-reversionary upon final Court approval of the settlement and exhaustion of all appeals. The Total Settlement Fund includes all amounts to be paid to Settlement Class Members, all attorneys' fees and costs of Class Counsel, all service and individual settlement payments to the Named Plaintiff, and all costs of administration, including, without limitation, settlement administration fees. Defendant shall not be required to pay any additional sums to effectuate the Settlement.

(b) **Attorneys' Fees and Costs:** Defendants agree not to object to Class Counsel's request for an award of attorneys' fees in an amount not to exceed \$237,500 in addition to litigation costs of up to \$8,000. Any award of attorney's fees and costs must be approved by the Court and shall be paid from the Total Settlement Fund.

(c) **Service Payment to Named Plaintiff:** Defendants agree not to object to Class Counsel's request for a service award for the Named Plaintiff in an amount not to exceed

\$5,000. Any service award must be approved by the Court and the amount of the service award will be paid from the Total Settlement Fund.

(d) **Settlement Administration Costs:** The fees and other charges of the Claims Administrator to administer the settlement are estimated not to exceed \$9,548, and will be paid from the Total Settlement Fund.

(e) **Net Settlement Fund:** The "Net Settlement Fund" is the amount of the Total Settlement Fund to be distributed to Settlement Class Members after the Total Settlement Fund is reduced by the amount of attorneys' fees and costs awarded to Class Counsel, the amount of the service award awarded to the Named Plaintiff, and the costs of administration.

(f) **Calculation of Individual Payment Amounts:** The Individual Payment Amount for Settlement Class Members will be calculated as follows:

1. First, the Claims Administrator shall add the Discounted Total Actual Reimbursements to the Net Settlement Fund. The resulting figure is referred to as the "Total Expense Fund." This accounting does not require that Defendants pay any additional funds over the Settlement Fund amount (\$950,000), but is an accounting performed solely for estimating and ultimately computing each Settlement Class Member's pro rata portion of the Net Settlement Fund.

2. Second, the Claims Administrator shall divide the Total Expense Fund by the total number of weeks worked by all such Settlement Class Members as Class Members in California during the Class Period according to Defendants' records to calculate a value per week.

3. Third, for each such Settlement Class Member, the Claims Administrator shall multiply that value per week times the number of weeks the Claims Administrator determines that such Settlement Class Member was employed in California during the Class Period as a Class Member. The resulting figure will be that Settlement Class Member's estimated share of the Total Expense Fund, which shall be adjusted as described below to compute each Settlement Class Member's estimated pro rata portion of the Net Settlement Fund.

4. Fourth, for each Settlement Class Member, the Claims Administrator shall determine the Discounted Actual Reimbursements paid to such Settlement Class Member during the period of September 30, 2009 to September 30, 2014.

5. Fifth, for each such Settlement Class Member, the Claims Administrator shall subtract that Settlement Class Member's Discounted Actual Reimbursements from his/her share of the Total Expense Fund as determined in subsection (3), above. This amount shall be the Settlement Class Member's estimated pro rata portion of the Net Settlement Fund, and shall be included in the Claim Form sent to each Settlement Class Member. Should this pro rata share be zero dollars or a negative amount, the estimated share of the Settlement Class Member shall be \$100.00

6. Sixth, the Claims Administrator shall consider and finally resolve any challenges to the information used to calculate the estimated or final amounts due to any Settlement Class Member who makes such a challenge, according to procedures determined by the Claims Administrator.

7. Seventh, after resolving any challenges, the Claims Administrator shall determine each Settlement Class Member's final pro rata portion of the Net Settlement Fund by repeating steps 1-5, above, using the workweek and expense amount figures resulting from the challenge process.

(g) **Allocation of Individual Payment Amounts:** The Individual Payment Amount for each Settlement Class Member will be allocated as follows: seventy percent (70%) of the Individual Payment Amounts will be allocated to expense reimbursement on an accountable basis, not subject to either withholding or reporting, and thirty percent (30%) of the Individual Payment Amounts will be allocated to interest, from which no taxes will be withheld. The Claims Administrator will issue to each Settlement Class Member an Internal Revenue Service Form 1099 with respect to the interest allocation, but no tax reporting forms shall be issued for the business expense allocation.

(h) **Tax Liability.** To the extent any taxing authority imposes payroll taxes on any portion of the settlement payments referenced in paragraph 35(g), above, Univision shall be solely responsible for the employer's share of such payroll taxes (including any interest and/or penalties thereon), which shall be paid in addition to the Total Settlement Fund. To the extent any taxing authority imposes tax liability on any individual Class Member with respect to his or her settlement payment, that individual Class Member shall be solely responsible for the amount imposed (including any interest and/or penalties thereon), if any.

E. Release by the Settlement Class and Named Plaintiff

36. Upon the Effective Date, and except as to such rights or claims as may be created by this Stipulation of Settlement, Settlement Class Members will fully release and discharge Released Parties from the Released Claims. Settlement Class Members may discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all of the Released Claims. Settlement Class Members agree not to sue or otherwise make a claim against any of the Released Parties that is based upon the Released Claims.

37. Upon the Effective Date, the Named Plaintiff will provide the Released Parties with a Complete and General Release. The Named Plaintiff may discover facts in addition to or different from those he now knows or believes to be true with respect to the subject matter of the Complete and General Release, but upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all of the claims covered by the Complete and General Release, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or have existed, upon any theory of law or equity now existing, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. This release will include a 1542 waiver.

38. The Parties agree that they are entering into a stipulated settlement in a court action where the principles of res judicata, merger or bar apply, and operate to bar a new action. The Named Plaintiff and Settlement Class Members shall be deemed to acknowledge and agree that the claims alleged in the Complaint are disputed. As such, the Parties further agree that the execution of the above release constitutes an exception to and does not violate Labor Code Sections 206.5 or 2804.

F. Notice and Settlement Administration Process

39. The Named Plaintiff shall submit this Settlement to the Superior Court for approval and shall request that the Superior Court issue a preliminary approval order.

40. No later than ten (10) calendar days after the Court issues its order granting preliminary approval, Defendants shall provide to the Claims Administrator a complete class list containing the following information: Putative Class Member names, last known addresses, telephone numbers, social security numbers, dates of employment as a Class Member with Defendants, including dates of any leaves of absence, during the Workweek Period, total reimbursements received by each Class Member through Concur during the Workweek Period, and each itemized auto allowance provided to each Class Member during the Workweek Period (and the total of all such allowances).

41. No later than ten (10) calendar days after the Court issues its order granting preliminary approval, Defendants shall also provide to Class Counsel a copy of the above-described class list, except that the version provided to Class Counsel shall only contain the last four digits of Putative Class Members' social security numbers.

42. Only the Putative Class Members identified on Exhibit 3 to this Stipulation are covered by the Settlement. In the event that other individuals identify themselves as Putative Class Members or are identified as such by Defendants, they shall not be entitled to any recovery under this Settlement and will not be bound by the Settlement with respect to any claims they may have.

43. Within twenty-five (25) calendar days after the Court grants Plaintiff's Motion for Preliminary Approval, the Claims Administrator shall mail the Notice Packet to each of the Putative Class Members by first class mail. Each Estimated Payment Form included as part of the Notice Packet will identify the dates of employment and leave of absence of the Putative Class Member as derived from Defendants' records, the number of workweeks that Defendants' records indicate the Putative Class Member worked during the Workweek Period, any auto allowances and reimbursements through Concur received by the Class Member, and will estimate the Putative Class Member's pro rata share of the Net Settlement Fund. The Notice Packet shall be sent in an envelope that shall include the following return address:

Univision Radio Expenses Class Action Administrator
c/o Kurtzman Carson Consultants
[Return address to be provided by KCC following preliminary approval]

44. Prior to mailing the Notice Packet, the Claims Administrator will update the addresses for the Putative Class Members using the National Change of Address database and other available resources deemed suitable by the Claims Administrator. Any returned envelopes from the initial mailing with forwarding addresses will be used by the Claims Administrator to

locate missing Putative Class Members and re-mail the Notice to the correct or updated address. Any Notice Packets received by the Claims Administrator as non-deliverable shall be sent to the forwarding address affixed thereto within three (3) business days of the date the non-delivered Notice is returned to the Claims Administrator. If no forwarding address is provided, the Claims Administrator will use all appropriate tracing methods to ensure that the Notice of Settlement packets are received by all Putative Class Members. All of these follow-up search methods to be completed by Claims Administrator within 20 days after mailing of the notice packet. If Class Counsel and/or the Claims Administrator receive additional or updated address information for a previously undeliverable Notice Packet, the Claims Administrator shall re-mail the Notice Packet to the new address as soon as practicable after receiving the updated information.

45. The re-mailing of a Notice does not restart or extend the Objection/Exclusion Deadline, unless otherwise ordered by the Court. In the event the procedures in this Agreement are followed and the intended recipient of a Notice still does not receive the Notice, the intended recipient shall remain a Settlement Class Member and will be bound by all terms of the Settlement and any Final Judgment entered by the Superior Court if the Settlement becomes effective. Class Counsel shall have the right to take appropriate steps to locate and assist Settlement Class Members during the notice and distribution process, subject to any and all other terms of this Settlement Agreement.

46. The Notice will advise Putative Class Members that they have forty-five (45) days from the date of the Notice to object to the Settlement, exclude themselves from the Settlement, or challenge their dates of employment, reimbursements received the Defendants' Concur System during the Workweek Period and/or number of workweeks used to calculate their projected Gross Individual Settlement Amount. The Claims Administrator shall be responsible for keeping track of objections to the Settlement submitted by Settlement Class Members, requests for exclusion from the Settlement by Putative Class Members, and challenges as described herein. The Claims Administrator shall provide weekly status reports to Defense Counsel and Class Counsel.

47. The Notice shall provide that Putative Class Members who wish to object to the Settlement must serve on the Claims Administrator a written statement objecting to the Settlement. Such written statement must returned by mail to the Claims Administrator and must be postmarked on or before the Objection/Exclusion Deadline. The date of the postmark on the envelope containing the objection shall be the exclusive means used to determine whether an objection has been timely submitted. Putative Class Members who fail to serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (including by appeal or otherwise) to the Settlement. The Claims Administrator shall provide Defense Counsel and Class Counsel with copies of any and all objections received from any Putative Class Members who serve an objection to the Settlement within five (5) business days of receipt of each objection.

48. The Notice shall provide that Putative Class Members who wish to exclude themselves from the Settlement must submit a written statement requesting exclusion from the Settlement on or before the Objection/Exclusion Deadline. The request for exclusion must be returned by mail to the Claims Administrator and must be postmarked on or before the Objection/Exclusion Deadline. The date of the postmark on the envelope containing the request for exclusion shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Any Putative Class Member who timely submits a valid request for exclusion from the Class will not be entitled to any recovery under the Settlement and will not be

bound by the Settlement with respect to any claims they may have. Any Putative Class Member who timely submits a valid request for exclusion from the Class will not have any right to object to, appeal or comment on the Settlement. Putative Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall become Settlement Class Members and will be bound by all terms of the Settlement and any Final Judgment entered in this Action if the Settlement is approved by the Superior Court. The Claims Administrator shall provide Defense Counsel with a copy of any request exclusion from the Settlement within five (5) business days of receipt of the requests for exclusion. Upon receipt of any requests for exclusion from the Claims Administrator, Defense Counsel agrees to provide Class Counsel with a copy of the request, except that all identifying Putative Class Member information shall be redacted.

49. The Notice shall provide that Putative Class Members who wish to challenge their dates of employment, reimbursements through Concur received, or weeks worked must submit a written statement of their challenge, and any supporting documents, to the Claims Administrator on or before the Objection/Exclusion Deadline. The challenge must be returned by mail to the Claims Administrator and must be postmarked on or before the Objection/Exclusion Deadline. The date of the postmark on the envelope containing the challenge shall be the exclusive means used to determine whether a challenge has been timely submitted. The Claims Administrator shall notify Defense Counsel and Class Counsel within five (5) business days of all challenges. Challenges will be resolved without hearing by the Claims Administrator, who will make a decision based on Defendants' records and any documents or other information presented by the Putative Class Member making the challenge. The Claims Administrator's determination is final and binding without a right of appeal.

50. Any ambiguity or question regarding the validity or timeliness of any objections to the Settlement, requests for exclusion from the Settlement, or challenges to the dates of employment and/or weeks worked shall first be resolved by the Parties. If the Parties disagree over the validity or timeliness of any objection, request for exclusion, or challenge, any such disagreement shall be lodged with the Court and the Court shall resolve any such disagreement at the final approval hearing.

51. Upon expiration of the Objection/Exclusion Deadline and with the Superior Court's permission, a Settlement Hearing shall be conducted to determine final approval of the Settlement along with the amounts for fees and costs to be awarded to Class Counsel, for service award to be awarded to the Named Plaintiff, and for administration costs.

52. Not later than ten (10) business days after the Objection/Exclusion Deadline, the Claims Administrator shall provide counsel for the Parties with a declaration confirming the Notice was mailed in accordance with the terms of this Settlement and reporting the number of objections and requests for exclusions received during the Objection/Exclusion Deadline period.

53. If the Superior Court issues a final approval order and the settlement becomes effective (see definition of "Effective Date"), the Claims Administrator shall calculate the Settlement Class Members' Gross Individual Settlement Amounts, and shall issue checks to the Settlement Class Members for the both the business expense and the interest portions of the Gross Individual Settlement Amounts. The Claims Administrator shall also provide Settlement Class Members and the Named Plaintiff with Form 1099 forms as required under this Agreement and applicable law. The Claims Administrator shall be responsible for issuing any required tax forms to the Settlement Class.

54. The Claims Administrator shall mail the payments to the Settlement Class Members, the payment(s) for the attorneys' fees and costs to Class Counsel, and any service and individual payment to the Named Plaintiff, and will pay the settlement administration fees and costs, within twenty (20) calendar days of the Effective Date.

55. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Putative Class Members to submit written objections to the Settlement or requests for exclusion from the Class or appeal from the Superior Court's Final Judgment. Nothing in this Paragraph shall affect Class Counsel's duty to render candid advice to, and respond to questions from Putative Class Members and/or Settlement Class Members.

56. Each Settlement Class Member shall have one hundred and twenty (120) calendar days to cash their settlement check or such check shall be deemed void. The funds from any settlement checks that are not cashed after one hundred and twenty (120) calendar days of issuance shall be voided. Any amounts remaining in the fund one hundred and eighty (180) calendar days of the Effective Date will be paid to shall be paid to the East Bay Community Law Center as *cy pres* beneficiary.

57. Within two hundred (200) calendar days of the Effective Date of the Settlement, the Claims Administrator shall provide written certification, under penalty of perjury, of its completion of the claims administration to counsel for all Parties, including making payment of voided settlement check to charity as described in the preceding paragraph. Within two hundred and twenty (220) calendar days of the Effective Date, Plaintiff shall file the written certification received from the Claims Administrator with the Superior Court.

58. After entry of the Final Judgment, the Superior Court shall have continuing jurisdiction solely for the purposes of addressing Settlement administration matters, enforcement of this Settlement Agreement and any such post Final Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

G. Duties of the Parties Prior to Preliminary Court Approval

59. Promptly after execution of this Stipulation of Settlement, Plaintiff shall move the Court for preliminary approval of this Settlement and entry of an order accomplishing the following:

- (a) preliminarily approving this settlement;
- (b) preliminarily certifying the Settlement Class for purposes of settlement;
- (c) approving as to form and content the proposed Notice and Estimated Payment Form;
- (d) directing the mailing of the Notice and Estimated Payment Form by first class mail to the Settlement Class Members;
- (e) scheduling a fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the Putative Class Members.

60. Plaintiff shall submit this Stipulation of Settlement in support of the motion for preliminary approval of the settlement.

H. Duties of the Parties Following Preliminary and Final Court Approval

61. In connection with the hearing on final approval of the settlement provided for in this Stipulation of Settlement, Plaintiff shall move the Court for final approval of this Settlement and Plaintiff will submit a proposed final order:

(a) approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) approving Class Counsel's application for an award of attorneys' fees and reimbursement of documented litigation costs and expenses, the service payment, if any, to the Named Plaintiff, and the payment to the Claims Administrator for costs of administering the settlement; and

(c) upon a showing that the Claims Administrator has made all payments required by this Stipulation of Settlement, permanently barring all Settlement Class Members who did not timely submit a Request for Exclusion from prosecuting any Released Claims against any of the Released Parties.

62. Immediately following the Effective Date, the Claims Administrator will make the final calculation of payments from the Net Settlement Fund to be distributed to Settlement class Members and provide all Counsel with a report listing all amounts for approval by all Counsel.

63. Defendants shall deposit the Total Settlement Fund into an interest-bearing account with the Claims Administrator within ten (10) days of the Effective Date. Interest on that account, if any, shall be used to defray administrative costs of the settlement. To the extent such interest does not cover the administration costs, they shall be paid from the Total Settlement Fund, and to the extent such interest exceeds the administration costs, they shall be added to the Net Settlement Fund.

64. The Claims Administrator will distribute and pay from the Settlement Fund, within 15 days of the Effective Date, (1) Settlement share checks to all Settlement Class Members; (2) awarded attorneys' fees and reimbursed litigation expenses to Class Counsel; (3) check for the Named Plaintiff's service award; and (4) administration costs paid to the Claims Administrator.

I. Nullification Of Settlement Agreement

65. In the event: (i) the Superior Court does not enter the Preliminary Approval Order; (ii) the Superior Court does not finally approve the Settlement as provided herein; (iii) the Superior Court does not enter a Final Judgment and Order, which becomes final as a result of the occurrence of the Effective Date; or (iv) the Settlement does not become final or effective for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Superior Court in furtherance of this Settlement shall be treated as void *ab initio*. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this

Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Claims Administrator up to, but not to exceed, \$8,000, shall be paid for by Defendants and shall not be repaid to Defendants. In such event, Defendant shall not be required to pay the Claims Administrator more than \$8,000. In the event an appeal is filed from the Superior Court's Final Judgment, or any other appellate review is sought prior to the Effective Date, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

66. Defendants have the right to withdraw from the Settlement at any time prior to final approval if more than ten percent (10%) of Putative Class Members (8 or more people) exclude themselves the Settlement.

J. Parties' Authority

67. The signatories hereto represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions hereof.

K. Mutual Full Cooperation

68. The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement.

L. Confidentiality

69. The Parties shall keep the existence and terms of this Settlement Agreement, and information concerning its negotiation (including any antecedent agreements relating to the terms hereof), confidential until the filing of Plaintiff's Motion for Preliminary Approval. However, the Parties may disclose that they have reached an agreement in principle to settle the Action subject to approval by the Court.

70. Following the filing of Plaintiff's Motion for Preliminary Approval, the Parties, including the Named Plaintiff, agree that no party or its/her counsel shall publicize or issue any press release to the news media, or communicate directly with any news media, or post any information on social media concerning the settlement or the litigation. However, Class Counsel shall not be prohibited from disclosing information about the settlement on its website (or the website of the Claims Administrator) provided that any website postings are limited to those necessary to effectuate the settlement.

M. No Prior Assignments

71. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to

any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Stipulation of Settlement.

N. Interim Stay Of Proceedings

72. The Parties agree to hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Settlement Hearing to be conducted by the Superior Court.

O. Notices

73. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To the Settlement Class:

David Pogrel
Isaac Nicholson
LEONARD CARDER, LLP
1330 Broadway, Suite 1450
Oakland, CA 94612

To Defendants:

Daniel Hoffer
Edward Loya
VENABLE, LLP
2049 Century Park East, Suite 2100
Los Angeles, California 90067

P. Construction

74. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arm's-length negotiations between the Parties and that this Stipulation of Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Stipulation of Settlement.

Q. Captions and Interpretations

75. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Stipulation of Settlement or any provision hereof. Each term of this Stipulation of Settlement is contractual and not merely a recital.

R. Modification

76. This Stipulation of Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Stipulation of

Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

S. Integration Clause

77. This Stipulation of Settlement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

T. Binding On Assigns

78. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

U. Signatures of All Settlement Class Members Unnecessary to be Binding

79. It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Settlement Class Member execute this Stipulation of Settlement. The Notice will advise all Settlement Class Members of the binding nature of the release provided herein and the release provided herein shall have the same force and effect as if this Stipulation of Settlement were executed by each Settlement Class Member.

V. Named Plaintiff's Waiver Of Right To Be Excluded And Object

80. The Named Plaintiff agrees that by signing this Settlement Agreement she becomes bound by the terms herein stated and further agrees not to request to be excluded from the Settlement and agrees not to object to any of the terms of this Settlement. Non-compliance by the Named Plaintiff with this Paragraph shall be void and of no force or effect. Any such request for exclusion or objection shall therefore be void and of no force or effect.

W. Counterparts

81. This Stipulation of Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Stipulation of Settlement, which shall be binding upon and effective as to all Parties.

Dated: November 26, 2014 CLASS COUNSEL:

LEONARD CARDER

By: 

AARON KAUEMANN
DAVID POGREL
ISAAC NICHOLSON

Attorneys for Plaintiff Alicia Devora and the Class

Dated: November 26, 2014

NAMED PLAINTIFF:



ALICIA DEVORA

Dated: November ____, 2014

DEFENDANTS' COUNSEL:

VENABLE, LLP

By: _____

DANIEL HOFFER
EDWARD LOYA

Attorneys for Defendants Univision Communications, Inc., Univision Radio, Inc., Univision Radio Los Angeles, Inc., Univision Radio San Francisco, Inc., Univision Radio San Diego, Inc., Univision Radio Fresno, Inc., and Univision Local Media, Inc.

Dated: November ____, 2014

DEFENDANTS UNIVISION COMMUNICATIONS, INC., UNIVISION RADIO, INC., UNIVISION RADIO LOS ANGELES, INC., UNIVISION RADIO SAN FRANCISCO, INC., UNIVISION RADIO SAN DIEGO, INC., UNIVISION RADIO FRESNO, INC., AND UNIVISION LOCAL MEDIA, INC.

By: _____

ARYA TOWFIGHI
SENIOR VICE PRESIDENT AND
ASSOCIATE GENERAL COUNSEL

Dated: November ____, 2014

NAMED PLAINTIFF:


ALICIA DEVORA

Dated: November 21, 2014

DEFENDANTS' COUNSEL:

VENABLE, LLP

By: _____


DANIEL HOFFER
EDWARD LOYA

Attorneys for Defendants Univision Communications, Inc.,
Univision Radio, Inc., Univision Radio Los Angeles, Inc.,
Univision Radio San Francisco, Inc., Univision Radio San
Diego, Inc., Univision Radio Fresno, Inc., and Univision
Local Media, Inc.

Dated: November 20, 2014

**DEFENDANTS UNIVISION COMMUNICATIONS,
INC., UNIVISION RADIO, INC., UNIVISION RADIO
LOS ANGELES, INC., UNIVISION RADIO SAN
FRANCISCO, INC., UNIVISION RADIO SAN DIEGO,
INC., UNIVISION RADIO FRESNO, INC., AND
UNIVISION LOCAL MEDIA, INC.**

By: _____



ARYA TOWFIGHI
SENIOR VICE PRESIDENT AND
ASSOCIATE GENERAL COUNSEL

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

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

ALICIA DEVORA, individually and on behalf of all) Case No. C-14-01864
others similarly situated,)

Plaintiff,)

v.)

UNIVISION COMMUNICATIONS, INC., et al.,)

Defendants.)

Honorable Judith Craddick
Dept. 9

NOTICE OF CLASS ACTION SETTLEMENT

IMPORTANT LEGAL NOTICE – THIS LAWSUIT SETTLEMENT MAY AFFECT YOUR RIGHTS

TO: ALL PERSONS WHO WORKED FOR UNIVISION RADIO AS ADVERTISING SALES REPRESENTATIVES IN CALIFORNIA, AT ANY TIME FROM SEPTEMBER 30, 2009 TO SEPTEMBER 30, 2014 (the “Class Members”):

1. Why Did I Receive This Notice?

You are receiving this Notice because the records of Univision Communications, Inc. and/or one of its radio subsidiaries (“UNIVISION RADIO”) indicate that you worked for UNIVISION RADIO as an Advertising Sales Representative (defined below) in California at some time between September 30, 2009 and September 30, 2014. UNIVISION RADIO and Plaintiff Alicia Devora (“Plaintiff”) have entered into a proposed class settlement of legal claims relating to Advertising Sales Representatives. This Notice is being sent to you: (1) to describe the settlement; (2) to explain your rights, including how to participate in the settlement, how to object to the settlement, or how to request to be excluded from the action, as well as what happens in each scenario; and (3) to explain the calculation of your potential settlement share. **This Notice contains important information that may affect you. Please read it carefully.**

2. What Is The Case About?

In September 2013, Plaintiff contacted UNIVISION RADIO to inform the company that she intended to file a lawsuit on behalf of herself and all other Advertising Sales Representatives to recover business expenses that she contends were not reimbursed. The parties agreed to hold any possible litigation and exchange information in an effort to reach a negotiated settlement. The parties agreed on a preliminary settlement following private mediation in September 2014. The settlement requires filing of a lawsuit and Court approval of the proposed resolution.

On October 15, 2014, Plaintiff filed the lawsuit in the Superior Court for the State of California, County of Contra Costa, titled *Devora v. Univision Communications, Inc., et al.*, Case No. C-14-01864 (the “Lawsuit”). The Lawsuit alleges that UNIVISION RADIO failed to reimburse Advertising Sales Representatives for business expenses, including, but not limited to, auto expenses (mileage) and client meals/entertainment/gift expenses incurred as employees of UNIVISION RADIO. The Lawsuit seeks to recover these expenses, as well as related penalties and interest. The Court has no made no findings regarding these claims.

3. What Is A Class Action?

A class action lawsuit is a legal proceeding where one or more persons sue on behalf of other people who have similar claims. In this case, Alicia Devora, a former UNIVISION RADIO Account Executive, filed this Lawsuit on behalf of herself and on behalf of a class including UNIVISION RADIO Advertising Sales Representatives. A class action allows the Court to resolve the claims of all the class members at the same time.

4. Who are the Class of "Advertising Sales Representatives"?

"Advertising Sales Representatives" include all persons who worked for UNIVISION RADIO selling radio advertising in California under the job titles Account Executive, Senior Account Executive, Account Manager, Retail Account Executive, National Accounts Manager, and National Account Executive between September 30, 2009 and September 30, 2014.

5. Background of Settlement.

The Plaintiff and her lawyers ("Class Counsel") believe that the claims asserted in the Lawsuit have merit. However, Class Counsel recognizes the expense, length and uncertainty of continued litigation. Although UNIVISION RADIO denies that it committed any wrongdoing, it believes that further litigation would be protracted, expensive, and contrary to its best interests. Thus, the parties entered into settlement negotiations that resulted in the settlement. The Court has determined on a preliminary basis that the settlement is fair, reasonable, and adequate and in the best interests of the Class Members.

6. What Are The Terms Of The Proposed Settlement?

UNIVISION RADIO has agreed to pay a total amount of \$950,000, which includes the following: (a) approximately \$XXXXXXX to the Class Members to be distributed as set forth below (the "Payout Fund"); (b) Claims Administration fees; (c) Plaintiff's service award for acting as the class representative; and (d) attorneys' fees and costs to Class Counsel. UNIVISION RADIO's payment of this settlement in no way admits any wrongdoing and is being paid to avoid litigating the claims alleged in the Lawsuit.

7. How Will My Share Of The Settlement Amount Be Calculated?

The enclosed Estimated Settlement Share Form indicates how you have been classified for purposes of this Settlement and provides the approximate amount you could expect to receive from the Settlement.

For all Class Members, their share of the Payout Fund will be calculated based on the number of workweeks they worked as an Advertising Sales Representative between September 30, 2009 and September 30, 2014. The Payout Fund will be divided by the total number of workweeks worked by Advertising Sales Representatives between September 30, 2009 and September 30, 2014 to establish a value for each workweek. That weekly value will then be multiplied by the number of workweeks worked by each Advertising Sales Representative who participates in the settlement, to determine each individual Advertising Sales Representative's settlement amount.

Offset for previous expenses: According to UNIVISION RADIO'S records in a system called "Concur" - there are some Class Members who received expense reimbursements during the Class Period. If you were one who received expense reimbursements, your estimated settlement payment will be reduced such that thirty-five percent (35%) of the actual expenses paid to you will be offset against your workweek payment under the

formula agreed upon by the parties and preliminarily approved by the Court. If this offset for prior expenses causes your award to fall to zero (\$0) or below, you will receive a minimum payment of \$100.

For tax reporting purposes, your settlement amount will be allocated as 70% expenses (with no tax reporting or withholdings) and 30% interest (reported on a form 1099, with no withholding taken).

8. When Will I Receive My Settlement Payment?

If the Court grants final approval of the Settlement, it is anticipated that the distribution of individual settlement payments will be made approximately fifteen (15) days after final approval. The earliest that this could occur is in XXXXXXXX, 2015.

9. What Are My Options Under The Settlement?

(a) Do Nothing.

If you choose to do nothing in response to this Notice, you will receive a payment from the Payout Fund, as described above. You will be deemed a part of the Class Action, and you will be releasing all claims you may have related to the claims for unreimbursed business expenses in the Lawsuit. You will not be able to file a lawsuit or maintain any existing lawsuit against Univision Communications, Inc. (or any of the subsidiaries listed in the Settlement Agreement) for any conduct being released as part of the settlement.

(b) Request To Be Excluded From, Or "Opt Out" Of, The Settlement.

You may request to be excluded from, or "opt out" of, the Settlement. If you request to opt out, you will NOT receive any money, nor will you release your claims. To request to be excluded from the Settlement, you must prepare and complete your request to be excluded from the settlement, sign it and mail it to the Claims Administrator, at the address below, on or before [REDACTED], 2015. Any request for exclusion not postmarked on or before [REDACTED], 2015 will be void unless the Court agrees to review the late exclusion.

(c) Object To The Settlement.

Any Class Member may object to the Settlement. If you wish to object, you must do so in writing and must state the basis for your objection(s). To object, you must prepare and complete your objection, sign it and mail it to the Claims Administrator, at the address below, on or before [REDACTED], 2015. Any objection not postmarked on or before [REDACTED], 2015 will be void unless the Court agrees to review the late objection. At the final approval hearing described in section 14, below, the Court will consider all written objections without the need for a personal appearance. You have the right to appear at the hearing to present any objections, either in person or through an attorney of your choice at your expense.

10. What if the Information on My Share Form is Incorrect?

The Share Form enclosed with this Notice lists the dates that you worked for UNIVISION RADIO as an Advertising Sales Representative. The form also lists the amounts that UNIVISION RADIO's records in Concur indicate you received in reimbursement of business expenses during the Class Period. If you believe that either the "dates worked" or "reimbursements received" information is incorrect, you may dispute or "challenge" the listed time period and/or reimbursement amounts by submitting a written challenge along with any documents or other supporting evidence to the Claims Administrator, at the address below. Such challenges must be post-marked by no later than [REDACTED], 2015. Challenges post-marked after this date will not be honored.

UNIVISION RADIO's records will be presumed to be correct, but the Claims Administrator will evaluate any information and evidence you submit and may in its discretion use dates different from those in UNIVISION

RADIO's records. Any disputes will be finally resolved by the Claims Administrator without the possibility of appeal.

11. Who is the Claims Administrator?

The Claims Administrator is a company hired by the parties to administer the Settlement. The Claims Administrator's contact information is:

UNIVISION RADIO Salesperson Settlement Administrator
c/o Kurtzman Carson Consultants

ADDRESS

Phone: () -

The Claims Administrator's duties include processing challenges, objections and exclusions, making payments to the Class Members, and getting answers to any questions you may have. The costs of administering the Settlement, estimated at \$ _____, will be deducted from the Settlement.

12. Who are the Lawyers Representing the Parties?

Lawyers for PLAINTIFF and the CLASS:

LEONARD CARDER, LLP

David Pogrel
Isaac Nicholson
1330 Broadway, Suite 1450
Oakland, CA 94612

Lawyers for UNIVISION RADIO:

VENABLE, LLP

Daniel Hoffer
Edward Loya
2049 Century Park East, Suite 2100
Los Angeles, California 90067

13. How Will The Lawyers and The Representative for the Class Be Paid?

The lawyers representing Plaintiff and the Class Members will be paid from the \$950,000 total settlement amount. The lawyers will request approval from the Court for payment of attorneys' fees of 25 % of the total Settlement (\$237,000), plus reimbursement of actual litigation costs up to \$8,000. These payments are for services provided, and to be provided, to the Class, and to compensate the lawyers for the risk of bringing this case on a "contingent basis" where they invested time and all litigation costs with the chance of no recovery. These amounts are subject to Court approval.

The lawyers will also ask the Court to approve an individual payment award to Plaintiff Alicia Devora of up to \$5,000, for her services as Class Representative and her willingness to accept the risks of bringing this case. This amount is also subject to Court approval.

14. Notice of Hearing on Final Approval and Objections to Class Action Settlement

A Final Fairness Hearing will be held before Judge Judith Craddick on _____, 2015, at _____ am/pm in Department 9 of the Contra Costa County Superior Court, located at 725 Court Street, Martinez, California 94553, to determine whether the proposed Settlement is fair, reasonable, and adequate. The hearing may be continued without further notice. You do not need to appear at this hearing unless you wish to object to the Settlement. If you have sent a written objection, you may appear at the hearing at your option, either in person or through an attorney of your choice at your expense. If you plan to appear at the hearing, you must state your intention in either your written objection or submit a separate notice of intent to appear with the Court.

15. What Is Being Released As Part of the Settlement?

Upon the final approval of the settlement by the Court, and except as to such rights or claims as may be created by the Stipulation of Settlement, the Class Members (other than those who timely request to be excluded from the settlement) will fully release and discharge Univision Communications, Inc., Univision Radio, Inc., Univision Radio Los Angeles, Inc., Univision Radio San Francisco, Inc., Univision Radio San Diego, Inc., Univision Radio Fresno, Inc., and Univision Local Media, Inc. and their parent corporation(s), affiliates, subsidiaries, divisions, predecessors, insurers, re-insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs ("Released Parties") from the claims asserted in the Lawsuit and derivative claims based on Released Parties' alleged failure to failure to reimburse for business-related expenses. Specifically, the Released Claims include: (1) claims for failure to reimburse business expenses in violation of California Labor Code §2802; (2) claim for violation of California Business & Professions Code §§ 17200, *et seq.* arising out of Released Parties' alleged failure to reimburse for business-related expenses; (3) claims for penalties, interest, attorneys' fees, and costs related to Released Parties' alleged failure to failure to reimburse for business-related expenses; and (4) any claims, which now exist, or have existed, upon any theory of law for failure to reimburse for business expenses/failure to indemnify under California Labor Code section 2802.

16. Getting More Information About the Settlement

This Notice contains a summary of the basic terms of the Settlement. For the precise terms, you may review the Settlement Agreement. The Settlement Agreement and some key documents can be viewed on Class Counsel's website: www.leonardcarder.com.

The pleadings and other records in this litigation, including the Settlement Agreement, may also be examined in person at the Contra Costa County Superior Court located at 725 Court Street, Martinez California, 94553. You may also contact the Claims Administrator by phone at () and Class Counsel at (510) 272-0169.

IMPORTANT:

- 1. PLEASE DO NOT TELEPHONE THE COURT OR UNIVISION'S LAWYERS FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIMS PROCESS.**
- 2. If you move or change address, please send the Claims Administrator your new address. It is your responsibility to keep a current address on file with the Claims Administrator to ensure receipt of your Settlement Payment.**
- 3. It is strongly recommended that you keep a copy of any challenge, request for exclusion and/or objection that you submit, and proof of timely mailing and/or faxing, until after the Final Approval hearing.**

EXHIBIT 2

ESTIMATED SETTLEMENT SHARE FORM

DEVORA V. UNIVISION COMMUNICATIONS, INC., et. al.

Your estimated share of the settlement in this case is \$ [REDACTED]. This estimate is based on the information in Paragraph 7 of the Notice of Class Action Settlement that accompanied this form, which is also detailed below.

If you accept the information used to calculate your estimated share, as set forth below, you do not need to do anything to receive your money. Only if you believe that any of the information below is inaccurate should you complete this form and return it to the Claims Administrator:

MAIL OR FAX ANY CHALLENGES OR ADDRESS UPDATES TO:
Univision Radio Salesperson Settlement Administrator
c/o Kurtzman Carson Consultants
ADDRESS
Phone: () -

Important:

1. It is strongly recommended that you keep proof of timely mailing and/or faxing for your records until receipt of your settlement payment.
2. If you change your mailing address, please send your new mailing address to the Claims Administrator. It is your responsibility to keep a current address on file with the Claims Administrator to ensure receipt of your settlement payment.

Your Contact Information.

The Claims Administrator is using the following contact information for you. If any of your contact information is inaccurate, please correct that information and return a copy of this form to the Claims Administrator at the address above.

<<Name>>

<<Address>>

<<City>>, <<State> <Zip>>

() --
Home Telephone Number

Your Employment Dates, Reimbursed Expenses, and Estimated Settlement Share

Dates and Workweeks:

Univision Radio's records show that during the period of September 30, 2009 through September 30, 2014, you held the position of Account Executive (or other "Advertising Sales Representative" selling radio airtime) in California in the following time periods:

<<Dates>>

Your total number of compensable workweeks during the above period is: <<number of workweeks>>

Expenses Received from UNIVISION RADIO:

Univision Radio's show that it paid you \$<<EXPENSES IN UNIVISION'S RECORDS>> as reimbursement for business expenses – through its Concur system - from September 30, 2009 to September 30, 2014.

Your Estimated Payment

The final payment that you will receive will be based upon the compensable workweeks above, with an adjustment based upon a discounted value of the expenses you were reimbursed. The discounted rate for the paid expenses is thirty-five percent (35%), meaning just over one-third of your actual reimbursements will be offset against your final payment under a formula agreed upon by the Parties and approved by the Court. Should this adjustment result in a payment of less than \$100, you will be eligible to receive a payment of \$100.

Based upon the estimated share for each compensable workweek and the offset for the expenses already reimbursed by Univision Radio, your settlement share is currently estimated at \$<<ESTIMATED SETTLEMENT SHARE>>. This amount is subject to change, either up or down, depending upon the number of challenges to estimated amounts from you and/or other Settlement Class Members, the outcome of those challenges, the number of Class Members who opt out, and other possible factors.

Challenge Procedure

Check the box below ONLY if you wish to challenge either (1) the dates listed above, or (2) the "expenses received" listed above. You do NOT have to submit this form if the dates of employment and expenses received listed above are accurate. All fields must be complete for your challenge to be accepted. **Any challenges must be post-marked by no later than <<DATE>>, 2015.** Challenges post-marked after this date will not be honored.

- I wish to challenge the employment dates listed above. I have included with a written statement of what I believe to be my correct dates of employment as an Advertising Sales Representative with Univision Radio in California during the period from September 30, 2009 to September 30, 2014.
- I wish to challenge the "Expenses Received" listed above. I have included with a written statement of what I believe to be my correct expense reimbursements received as an Advertising Sales Representative with Univision Radio in California during the period from September 30, 2009 to September 30, 2014.

I have also included information and/or documentary evidence that supports my challenge. I understand that, by submitting this challenge, I authorize the Claims Administrator to review Univision Radio's records and determine the validity of my challenge.

Signature

Name of Class Member _____ **[preprinted]**

Class Member ID Number (from address label): _____
[preprinted]

I believe that my correct dates of employment as an Advertising Sales Representative for Univision Radio during the class period are _____ to _____.

I believe that the correct "Expenses Received" that UNIVISION Radio paid to me during the class period are \$ _____.

Statement of reasons and documentation of dates of employment / reimbursements received according to Class Member: _____

[attach documentation and use separate page(s) as necessary]

EXHIBIT 3

No.	REDACTED ID	EMP ID	EMPLOYEE NAME	BUSINESS TITLE
1	AE15	101249	Buckley,Douglas J	Senior Account Executive Automotive
2	AE43	204863	Finder,Daniel	Account Executive
3	AE78	204997	Laucius,Sara	Account Executive
4	AE81	101466	Lopez,Robert	Account Executive
5	AE33	204999	De La Fuente,Isait	Account Executive
6	AE116	204469	Russell,Anthony L	Account Executive
7	AE90	102111	Mora,Gustavo	Account Executive
8	AE97	205418	Ortiz,Rosaiba	Account Executive
9	AE134	204144	Villafan,Zaira G	Account Executive
10	AE103	202020	Perez,Jairo M	Account Executive
11	AE141	100022	Jones,Phyllis Kassel	Sales AE
12	AE148	101417	Reed,Michelle	Sales AE
13	AE22	101422	Castillo,Evangelina	Account Executive
14	AE29	203541	Contreras,Angel P	Account Executive
15	AE35	101336	Delay,Lee R	Account Executive
16	AE82	203869	Marquez,Luz	Account Executive KTNQ
17	AE121	102085	Schouwe,Anjanette	Account Executive
18	AE51	204026	Giesen,Blair P	Senior Account Executive
19	AE60	206354	Gutierrez Tagle,Mario	Account Executive
20	AE40	205903	Escalera,Marisa	Account Executive
21	AE132	101516	Trejo,Sandra	Account Executive
22	AE38	204419	Diaz,Oscar A	Account Executive
23	AE98	102166	Osorio,Leonardo B	Account Executive
24	AE118	201342	Sandoval,Rosendo A	Account Executive
25	AE84	102107	Mejia,Juan A	Retail Account Executive
26	AE91	207247	Morataya,Jose A	Account Executive
27	AE23	207653	Castro,Juan C	Account Executive
28	AE79	207145	Lazo,Yesni V	Account Executive
29	AE48	207359	Garcia,Rafael	Account Executive
30	AE37	102214	Devora,Alida	Account Executive
31	AE99	102142	Palacios,Carmen	Account Executive
32	AE80	102158	Leciere-Fernandez,Cristina	Account Executive
33	AE28	204697	Contreras,Bunnie	Account Executive
34	AE41	102197	Espinel,Saskya	Account Executive
35	AE120	208504	Schell,Christian D	Account Executive
36	AE17	210150	Caballero Acevedo,Ernesto J	Account Executive
37	AE9	209918	Avitia,John E	Account Executive
38	AE85	101535	Mendez,David	Account Executive
39	AE11	210827	Azcarate,Catalina	Account Executive
40	AE26	209917	Clark,Meaghan K	Account Executive
41	AE108	209913	Rinck,Lauran B	Account Executive
42	AE14	209914	Beishline,Brian J	Account Executive
43	AE6	208821	Alvarenga,Jacqueline	Account Executive
44	AE59	208622	Guerrero,Herminder	Account Executive
45	AE104	208035	Plascencia,Julissa	Account Executive
46	AE101	201384	Perea,David	Account Executive
47	AE109	203242	Rivas,Ricky T	Account Executive
48	AE122	203825	Serrano,Jose J	Account Executive
49	AE124	202536	Silverstein,Mark	Account Executive
50	AE130	203637	Terrazas,Glenda B	Account Executive
51	AE139	100427	Wrath,Stephen C.	Account Executive
52	AE140	202076	Zuniga,Maribel	Account Executive
53	AE149	101455	Pena,Xavier	Account Executive
54	AE153	201727	Michel,Mario	National Account Executive
55	AE16	101347	Buswell,Teresa	Account Executive
56	AE19	102458	Campos,Erica	Account Executive
57	AE195	100011	Widmann-Hernandez,Sabina	Account Executive
58	AE20	203471	Carrillo,Monica L	Senior Account Executive
59	AE21	204413	Castellanos,Christina	Account Executive
60	AE32	102115	Davis,Celia H	Account Executive
61	AE42	206002	Espinoza,Anly	Account Executive
62	AE45	101589	Flores,Cynthia	Account Executive
63	AE5	100719	Altus,Linda	Senior Account Executive
64	AE50	204335	Gaytan,Jorge L	Account Executive
65	AE54	201071	Gonzalez,Carina	Account Executive
66	AE69	201863	Juarez,Andres J	Account Executive
67	AE76	204575	Lapp,Kevin A	Senior Account Executive
68	AE87	203350	Moguel,Leslie J	Senior Account Executive
69	AE31	202337	Dakis,Kevin	National Accounts Manager N/A
70	AE63	203240	Herman,Sandra L	Account Manager
71	AE114	205904	Ross,Sandy A	Senior Account Manager