

# NOTICE OF CLASS ACTION SETTLEMENT

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

ALICIA DEVORA, individually and on behalf of all others similarly situated,	)	Case No. C-14-01864
	)	
Plaintiff,	)	Honorable Barry P. Goode
	)	Dept. 17
v.	)	<b>NOTICE OF CLASS ACTION SETTLEMENT</b>
	)	
UNIVISION COMMUNICATIONS, INC., et al.,	)	
	)	
Defendants.	)	

### 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 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 \$688,899 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 July of 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 May 11, 2015. Any request for exclusion not postmarked on or before May 11, 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 May 11, 2015. Any objection not postmarked on or before May 11, 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 postmarked by no later than May 11, 2015. Challenges postmarked 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  
P.O. Box 6177  
Novato, CA 94948-6177  
Phone: 1-888-706-3398

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 \$10,601 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 Approval Hearing will be held before Judge Barry P. Goode on June 18, 2015, at 8:30 a.m. in Department 17 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 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) claims 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 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](http://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 1-888-706-3398 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.**