IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

CHERYL C. BRADLEY, *et al.*, for themselves and on behalf of all persons similarly situated, Plaintiffs, v. VOX MEDIA, INC., d/b/a SB NATION, Defendant.	Case No. 1:17-cv-01791 (CRC)
TAMRYN SPRUILL, *et al*., for themselves and on behalf of all persons similarly situated Plaintiff, v. VOX MEDIA, INC., d/b/a SB NATION, Defendant.	Case No. 1:19-cv-00160 (CRC)
PATRICK REDDINGTON for himself and on behalf of all persons similarly situated Plaintiff, v. VOX MEDIA, INC., d/b/a SB NATION, Defendant.	Case No. 1:20-cv-01793 (CRC)

PLAINTIFFS' OMNIBUS UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Named Plaintiffs in the three related cases, *Bradley, et al. v. Vox Media, Inc*., No. 17-1791 (Plaintiffs Cheryl C. Bradley, John M. Wakefield and Maija Liisa Varda of the "*Bradley* Action"), *Spruill, et al. v. Vox Media, Inc*., No. 19-160 (Plaintiffs Tamryn Spruill and Jacob Sundstrom of the "*Spruill* Action") and *Reddington v. Vox Media, Inc*., No. 20-1793 (Plaintiff Patrick Reddington of the "*Reddington* Action") hereby move for preliminary approval of the Class Action Settlement reached between Plaintiffs and Defendant Vox Media, Inc. Plaintiffs respectfully move the Court, without opposition by Defendant, to grant the following relief:

1. Preliminarily approve the Settlement Agreement, a true and correct copy of which attached hereto as Exhibit C;

2. Finally certify under the FLSA, 29 U.S.C. § 201 *et seq*., for purposes of settlement, the following Class:

> All individuals who filed valid notices of consent to join the *Bradley* Action ("Opt-In Plaintiffs")—except for those individuals who later withdrew from this Action (the "FLSA Settlement Class")

3. Certify under Fed. R. Civ. P. 23, for purposes of settlement, the following Settlement Classes:

> All current and former paid contributors to Vox Media, who were classified as independent contractors and performed work in California for any SB Nation team site from September 21, 2014 through the date of preliminary approval of the settlement by the Court or August 5, 2020, whichever is earlier (the "California Settlement Class");
>
> All current and former paid contributors to Vox Media, who were classified as independent contractors and performed work in New Jersey for any SB Nation team site from March 31, 2014 through the date of preliminary approval of the settlement by the Court or August 5, 2020, whichever is earlier (the "New Jersey Settlement Class" and collectively with the California Settlement Class, "Rule 23 Settlement Classes");

4. Approve Plaintiffs Cheryl C. Bradley, John M. Wakefield and Maija Liisa Varda

as representatives of the FLSA Settlement Class;

5. Preliminarily approve Plaintiffs Tamryn Spruill and Jacob Sundstrom as representatives of the California Settlement Class;

6. Preliminarily approve Plaintiff Patrick Reddington as representative of the New Jersey Settlement Class;

7. Preliminarily approve Goldstein, Borgen, Dardarian & Ho ("GBDH") and Jennings Sigmond, P.C. ("JS") as Class Counsel for the FLSA Settlement Class and the Rule 23 Settlement Classes;

8. Preliminarily approve RG2 Claims Administration as Settlement Administrator;

9. Preliminarily approve the Settlement Administrator's costs of claims administration, in an amount not to exceed Forty Thousand Dollars ($50,000.00);

10. Approve the Settlement Class Notices, true and correct copies of which are attached hereto as Exhibits 1 and 2 to the Settlement Agreement;

11. Approve the proposed procedure and schedule for completing the final approval process, as set forth in the Settlement Agreement and Proposed Order.

Dated: August 17, 2020

Respectfully Submitted,

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

CHERYL C. BRADLEY, *et al.*, for themselves and on behalf of all persons similarly situated, Plaintiffs, v. VOX MEDIA, INC., d/b/a SB NATION, Defendant.	Case No. 1:17-cv-01791 (CRC)
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PATRICK REDDINGTON for himself and on behalf of all persons similarly situated Plaintiff, v. VOX MEDIA, INC., d/b/a SB NATION, Defendant.	Case No. 1:20-cv-01793 (CRC)

ORDER

AND NOW, this_____day of_____, 2020, upon consideration of Plaintiffs' Omnibus Unopposed Motion for Preliminary Approval of Class Action Settlement, in the three related cases, *Bradley, et al. v. Vox Media, Inc*., No. 17-1791 (the "*Bradley* Action"), *Spruill, et al. v. Vox Media, Inc*., No. 19-160 (the "*Spruill* Action") and *Reddington v. Vox Media, Inc*., No. 20-1793 (the "*Reddington* Action"), it is hereby **ORDERED** that Plaintiffs' Unopposed Motion is **GRANTED** as follows:

1. The Parties' Settlement Agreement is approved as fair, reasonable and adequate under the standards set forth in Fed. R. Civ. P. 23(e)(2) and the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* ("FLSA");

2. For purposes of settlement, the following Settlement Class is finally certified under the FLSA:

> All individuals who filed valid notices of consent to join the *Bradley* Action ("Opt-In Plaintiffs")—except for those individuals who later withdrew from this Action (the "FLSA Settlement Class")

3. For purposes of settlement, the following Settlement Classes are preliminarily certified under Fed. R. Civ. P. 23(a), (b)(3) and (e)(2):

> All current and former paid contributors to Vox Media, who were classified as independent contractors and performed work in California for any SB Nation team site from September 21, 2014 through the date of preliminary approval of the settlement by the Court or August 5, 2020, whichever is earlier (the "California Settlement Class");
>
> All current and former paid contributors to Vox Media, who were classified as independent contractors and performed work in New Jersey for any SB Nation team site from March 31, 2014 through the date of preliminary approval of the settlement by the Court or August 5, 2020, whichever is earlier (the "New Jersey Settlement Class" and collectively with the California Settlement Class, "Rule 23 Settlement Classes");

4. Plaintiffs Cheryl C. Bradley, John M. Wakefield and Maija Liisa Varda are approved as representatives of the FLSA Settlement Class;

5. Plaintiffs Tamryn Spruill and Jacob Sundstrom are preliminarily approved as representatives of the California Settlement Class;

6. Plaintiff Patrick Reddington is preliminarily approved as representative of the New Jersey Settlement Class;

7. Goldstein, Borgen, Dardarian & Ho ("GBDH") and Jennings Sigmond, P.C. ("JS") are preliminarily approved as Class Counsel for the FLSA Settlement Class and the Rule 23 Settlement Classes;

8. RG2 Claims Administration is preliminarily approved as Settlement Administrator;

9. the Settlement Administrator's costs of claims administration are preliminarily approved, in an amount not to exceed Forty Thousand Dollars ($50,000.00);

10. the Settlement Class Notices, attached to Plaintiffs' Motion as Exhibits 1 and 2 to the Settlement Agreement are approved and shall be distributed to the FLSA Class and the Rule 23 Settlement Classes pursuant to the terms of the Settlement Agreement;

11. the following schedule for the remainder of the Final Approval Process is hereby approved as follows:

a. Defendant shall mail all required notices to State and Federal officials as provided under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, no later than ten (10) days after the date of this Order;

b. no later than_____, 2020 (twenty-one (21) days after the date of this Order) Defendants will provide to Class Counsel all contact information for the three Settlement Classes;

c. no later than_____, 2020 (forty-five (45) days after the

date of this Order) the Settlement Administrator will mail the Settlement Class Notices to the Settlement Classes;

d. the deadline for members of the Settlement Class to request exclusion from the Settlement Class or to post an objection to the Settlement Agreement shall be no later than_____, 2020 (forty-five (45) days after the date the Settlement Class Notices are mailed to the Settlement Classes);

e. Class Counsel shall file their Motion for Final Approval of Class Action Settlement (including any requests for approval of attorneys' fees and costs) no later than _____, 2020 (fifty-five (55) days after the date the Settlement Class Notices are mailed to the Settlement Classes);

12. the Final Approval Hearing will take place on**_____, 2020** at **_____,** in **Courtroom_____**.

BY THE COURT:

_____
Cooper, J.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

CHERYL C. BRADLEY, *et al.*, for themselves and on behalf of all persons similarly situated, Plaintiffs, v. VOX MEDIA, INC., d/b/a SB NATION, Defendant.	Case No. 1:17-cv-01791 (CRC)
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PATRICK REDDINGTON for himself and on behalf of all persons similarly situated Plaintiff, v. VOX MEDIA, INC., d/b/a SB NATION, Defendant.	Case No. 1:20-cv-1793 (CRC)

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' OMNIBUS UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Dated: August 17, 2020

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INTRODUCTION

Named Plaintiffs in the three related cases, *Bradley et al. v. Vox Media, Inc*., No. 17-1791 (Plaintiffs Cheryl C. Bradley, John M. Wakefield and Maija Liisa Varda of the "*Bradley* Action"), *Spruill et al. v. Vox Media, Inc*., No. 19-160 (Plaintiffs Tamryn Spruill and Jacob Sundstrom of the "*Spruill* Action") and *Reddington v. Vox Media, Inc*., No. 20-1793 (Plaintiff Patrick Reddington of the "*Reddington* Action"), and Defendant Vox Media, Inc. ("Defendant" or "Vox Media") have agreed to settle these three cases on a global class-wide basis and seek approval of the settlement under Fed. R. Civ. P. 23(e) and the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* ("FLSA"). This non-reversionary settlement obligates Defendant to pay $4,000,000.00, to be paid 50% at preliminary approval and 50% at final approval, plus Defendant's portion of employer payroll taxes.

Plaintiffs now seek approval of the class and collective action settlement on behalf of the following three settlement classes:

> All individuals who filed valid notices of consent to join the *Bradley* Action ("Opt-In Plaintiffs")—except for those individuals who later withdrew from this Action (the "FLSA Settlement Class")
>
> All current and former paid contributors to Vox Media, who were classified as independent contractors and performed work in California for any SB Nation team site from September 21, 2014 through the date of preliminary approval of the settlement by the Court or August 5, 2020, whichever is earlier (the "California Settlement Class");
>
> All current and former paid contributors to Vox Media, who were classified as independent contractors and performed work in New Jersey for any SB Nation team site from March 31, 2014 through the date of preliminary approval of the settlement by the Court or August 5, 2020, whichever is earlier (the "New Jersey Settlement Class" and collectively with the California Settlement Class, "Rule 23 Settlement Classes").

I. CLAIMS AND DEFENSES

A. Plaintiffs' Claims

This litigation comprises a group of class and collective actions involving sports bloggers who contributed to Defendant Vox Media's SB Nation team sites. Plaintiffs in each of the cases allege that they were misclassified as independent contractors and denied minimum wages, overtime pay and other protections under California, New Jersey, and federal law.

Plaintiff Bradley filed her initial federal collective action complaint on September 1, 2017 in this Court. The operative complaint, the First Amended Collective Action Complaint, alleges that Defendant misclassified Site Managers as independent contractors and that Defendant therefore failed to pay minimum wages and overtime wages for all hours the Site Managers worked as required under the Fair Labor Standards Act of 1983 ("FLSA"), 29 U.S.C. § 201, *et seq*. Plaintiffs John M. Wakefield and Maija Liisa Varda are also named Plaintiffs in this lawsuit.

Plaintiff Spruill first filed her California claims in California state court on September 21, 2018. Defendant removed the case to federal court and Plaintiffs agreed to relate it to the existing *Bradley* case. The operative Third Amended Complaint in *Spruill* alleges that Defendant misclassified Site Managers and other paid contributors as independent contractors and failed to: (1) pay minimum wages under the California Labor Code and the applicable Wage Order from the California Industrial Welfare Commission; (2) pay overtime wages under the California Labor Code and applicable Wage Order; (3) provide meal periods in violation of the California Labor Code and applicable Wage Order; (4) provide rest periods in violation of the California Labor Code and applicable Wage Order; (5) provide accurate itemized wage statements in violation of the California Labor Code and applicable Wage Order; (6) reimburse all business expenses in violation of the California Labor Code; and (7) pay all wages owed upon

separation from the company in violation of the California Labor Code. Based on these violations, Plaintiffs also allege that Defendant violated the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* Plaintiff Jacob Sundstrom is also a named Plaintiff in this lawsuit.

Plaintiff Spruill also alleges that she was an aggrieved employee under the California Private Attorneys' General Act ("PAGA"), Cal. Lab. Code §§ 2699 *et seq.* and sought civil penalties for Defendant's failure to pay the applicable minimum wage, failure to pay overtime wages, failure to provide accurate wage statements, failure to provide meal and rest periods, failure to indemnify contributors for all business expenses, failure to pay all wages to an employee who is discharged or quits, failure to pay all wages owed twice per month, failure to keep accurate payroll records, and willful misclassification of contributors as independent contractors.

Plaintiff Reddington filed the New Jersey state claims in this Court on July 1, 2020. The complaint in *Reddington* alleges that Defendant misclassified Site Managers and other paid contributors as independent contractors and therefore failed to pay contributors the applicable minimum wage and overtime wages in violation of the New Jersey Wage and Hour Law, N.JS.A. 34:11-56a *et seq.* Plaintiff Reddington also alleged that Defendant violated his individual rights to minimum and overtime wages under the FLSA. Plaintiff Reddington and Defendant Vox Media had previously agreed to tolling of this matter beginning on August 28, 2019.

B. Plaintiffs' and the Settlement Class' Claimed Damages

Plaintiffs estimate that Defendant's total exposure over these three cases was significant.

Plaintiffs estimate that the unliquidated damages for Defendant's FLSA violations for the approximately one hundred opt-in Plaintiffs would have totaled around $806,407 under a two-year statute of limitations, or $1,060,554 if Plaintiffs could prove that Defendant willfully violated the FLSA—meaning a three-year statute of limitations would apply. *See* **Ex. A ("Goodley Decl.") at ¶ 14**. Plaintiffs' estimate is based on the assumption that each Site Manager worked an estimated 20 hours per week and received a flat, monthly stipend for all of their hours worked. *See* **Goodley Decl. at ¶ 12**.

Plaintiffs' California claims cover approximately 345 class members. *See* **Ex. B ("Borgen Decl.") at ¶ 5**. Plaintiffs estimate Defendant's total exposure for Plaintiffs' California claims using the assumption that Site Managers worked approximately 20 hours per week, averaged one hour of overtime per week, missed one meal and rest period every two weeks, and spent about $50 per month in business expenses. *See* **Borgen Decl. at ¶ 5**. Plaintiffs assumed that contributors worked fewer hours per week – approximately ten hours. *See Id.* Plaintiffs estimate that Defendant's total exposure on their California Labor Code and Wage Order claims, using the extended statute of limitations available under the Unfair Competition Law, was approximately $6,016,722. *See Id.*

Plaintiffs estimate that Defendant's total exposure on Plaintiff Spruill's representative PAGA claim for approximately 266 aggrieved employees, based on the same assumptions used in calculating the Labor Code and Wage Order claims, was approximately $6,584,450. *See* **Borgen Decl. at ¶ 6**. Under PAGA, 75% of all civil penalties assessed are given to the state Labor and Workforce Development Agency, and the remaining 25% of the penalties are paid to aggrieved employees. *See* Cal. Lab. Code § 2699(i).

Plaintiffs' New Jersey claims cover approximately 118 class members. *See* **Goodley Decl. at ¶ 15**. Plaintiffs estimate Defendant's total exposure for Plaintiffs' New Jersey claims using the assumption that Site Managers worked approximately 20 hours per week and contributors approximately 10 hours per week. *See* **Goodley Decl. at ¶ 12**. Plaintiffs estimate that Defendant's total unliquidated damage exposure on their New Jersey claims, was approximately $910,132.37. *See* **Goodley Decl. at ¶ 15**.

In total, Plaintiffs estimate that Defendants' total exposure would be, on the high end, approximately $14,317,711, or, more realistically, taking into consideration the litigation risks, Defendant's defenses, and room for the courts' discretion to decrease civil penalties under PAGA, approximately $7,733,261. **Goodley Decl. at ¶¶ 14-15; Borgen Decl. at ¶¶ 5-7**. The total settlement of $4,000,000 represents about 28% of the maximum exposure and about 52% of the realistic damages for the three cases.[1]

C. Defenses and Litigation Risks

Plaintiffs note that as strong as they believe their case to be, there are always litigation risks in any case. Settlement offers the benefit of certain and immediate payment to class members without any of the uncertainty attendant in continued litigation. This is a particularly salient consideration in light of the economic uncertainty wrought by COVID-19. **Goodley Decl. at ¶ 22; Borgen Decl. at ¶ 11**. Additionally, there are always risks that the Court might not certify the classes under the FLSA or Fed. R. Civ. P. 23.

[1] Defendant disagrees with Plaintiffs' exposure and damages calculations, both of which Defendant maintains are significantly lower than Plaintiffs have asserted.

Defendant has drafted the following statement summarizing its defenses to Plaintiffs' claims:[2]

Defendant has strong defenses to all three of these lawsuits. ***First***, substantial evidence in the record, including depositions, declarations and documents produced in discovery, demonstrates that Plaintiffs and collective and class members satisfy all of the relevant criteria for classification as independent contractors—meaning that all of Plaintiffs' claims must fail. For example, testimony from the named Plaintiffs confirms that Vox Media lacked control over the manner and means by which Plaintiffs performed work. Plaintiffs performed work when and where they chose, had unfettered editorial control over the content they produced, and had minimal, if any, contact with Vox Media employees. In addition, many of the named Plaintiffs and Opt-In Plaintiffs viewed themselves as professional writers, who wrote for multiple outlets, often on a freelance basis. A professional freelancer is the very definition of an independent contractor. Still others had full-time jobs as accountants, teachers and lawyers, and viewed their contributions to SB Nation team sites as nothing more than a side hobby that took a backseat to their "real" jobs. ***Second***, even if Plaintiffs could demonstrate that some or all of these individuals were improperly classified as independent contractors (a dubious proposition at best), the evidence does not support Plaintiffs' estimated damages calculations—which are simply too high. The evidence consistently showed that the amount of time it took Site Managers and contributors to perform the work required in their contracts was *far* lower than the hours estimates provided by Plaintiffs and Opt-In Plaintiffs. For instance, one Site Manager testified that he considered the time he spent while he was playing with his child, but within

[2] Of course, Plaintiffs do not believe these defenses have merit, but merely recognizes that there are always risks a fact finder or the Court might ultimately disagree with Plaintiffs.

earshot of his phone, as compensable time because his phone could potentially buzz at any moment with a news alert about a sports team. ***Third***, Plaintiffs overestimate the realistic damages for these cases because their estimates are predicated upon being able to prove that Defendant willfully violated the FLSA, which would extend the statute of limitations from two to three years. Defendant does not believe that Plaintiffs have mustered any, let alone sufficient, evidence to prove establish willfulness. ***Fourth***, although Defendant does not oppose class and collective certification for settlement purposes only because such certification does not present manageability problems for trial, Defendant would have had strong grounds to oppose class certification for trial in *Spruill* and *Reddington*, and to seek decertification of the conditionally certified FLSA collective in *Bradley*, including lack of predominance and manageability. In spite of the strength of its defenses, litigation is costly and an ever-present distraction from the core mission of the business. Moreover, regardless of the strength of any defense, litigation always carries some inherent risk. Ultimately, Defendant weighed the costs of continued litigation and made a business decision that this settlement amount was reasonable and would enable the company to put these cases behind it and move on.

II. PROCEDURAL HISTORY AND MEDIATION

A. Litigation History

These cases have been extensively litigated. The *Bradley* Action (an FLSA collective action brought under 29 U.S.C. § 216(b) on behalf of Site Managers) was filed almost three years ago. The *Bradley* Plaintiffs overcame a partial motion to dismiss, ECF No. 30, and achieved conditional certification of the *Bradley* Collective, ECF No. 37.

The *Spruill* Action (a Rule 23 class action brought under the California Labor Code) was originally filed in California Superior Court on September 21, 2018, ECF No. 1. Vox Media

removed the case to the Northern District of California under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 ("CAFA"). *Id*. In response, *Spruill* moved to remand the action to state court, arguing that Vox Media failed to meet its burden in demonstrating that $5 Million was in controversy, as required by CAFA. ECF No. 23. Vox Media responded in opposition to the motion to remand by proffering additional evidence of the number of putative class members, their job classifications, hours worked, rates of pay and amounts in controversy. ECF No. 26. Based on the evidence produced by Vox Media, the Parties entered into a stipulation on January 23, 2019 to rescind Plaintiffs' motion for remand and transfer the *Spruill* Action to this Court. ECF No. 27.

On March 22, 2019 (shortly after Bradley's Motion for Conditional Certification was granted), the *Bradley* Plaintiffs filed an unopposed Motion to Relate their case with the *Spruill* Action, which the Court granted. *Bradley* ECF Nos. 39, 40. The Court held an in-person Initial Rule 16 Conference concerning the *Bradley* and *Spruill* Actions. *Bradley* ECF No. 63. After the *Bradley* opt-in period closed with approximately 100 Site Managers joining the case, the Parties reached a detailed Stipulation and Order Regarding Opt-In Discovery, in which 20 Opt-In Plaintiffs would be subject to written discovery, 10 of whom would be deposed. *Bradley* ECF No. 82.

For almost a year, the Parties engaged in extensive coordinated discovery in *Bradley* and *Spruill*. The Parties exchanged over 70,000 documents. **Goodley Decl. at ¶ 3**. Each Named Plaintiff and each of the sample 20 Opt-In Plaintiffs provided answers to Vox Media's interrogatories and produced documents. **Goodley Decl. at ¶ 9**. From October 2019 through March 2020, the Parties took 20 depositions, comprising: three Vox Media executives (CEO James Bankoff, Chief Legal Officer Lauren Fisher, COO Trei Brundrett), one of the founders,

Tyler Bleszinski, six Vox Media League Managers who supervised Vox Media's Site Managers, five Named Plaintiffs and five Opt-In Plaintiffs.[3] **Goodley Decl. at ¶¶ 4-7**. Vox Media had intended to take depositions of Named Plaintiff Maija Varda, Opt-In Plaintiff Charles Harper,[4] and three additional opt-ins to be chosen by Vox Media, but in view of the COVID-19 pandemic, was unable to do so prior to the mediation. **Goodley Decl. at ¶ 6**.

In August 2019, Class Counsel and Vox Media entered into a tolling stipulation concerning Patrick Reddington and a New Jersey's Class' claims under New Jersey law, similar to those in the *Spruill* Action. **Goodley Decl. at ¶ 10**. The Parties had agreed that Class Counsel would not file the *Reddington* Action at that time. *Id*. Patrick Reddington was deposed by Vox Media as an Opt-In Plaintiff in *Bradley*. **Goodley Decl. at ¶ 7**. The *Reddington* Class' claims were part of the negotiations during mediation. **Goodley Decl. at ¶ 10**. After the Parties reached a preliminary agreement in mediation, the *Reddington* Action was filed in this Court on July 1, 2020, so that preliminary approval could be sought to include the settlement of claims in the *Reddington* Action as well. *Id*.

B. Mediation

A remote mediation was held on June 2, 2020 before an experienced mediator with JAMS, Linda Singer. **Goodley Decl. at ¶ 16**. After the 10-hour session on June 2, the Parties appeared to be at an impasse, but after follow-up discussions over the next week directed through Ms. Singer, the Parties eventually reached agreement on a $4 million global settlement of all

[3] Named Plaintiff Patrick Reddington was deposed in his capacity as an Opt-In Plaintiff in *Bradley*. Reddington has since withdrawn as an Opt-In in the *Bradley* Action, after filing the related *Reddington* Action.

[4] Varda and Harper were prepped for deposition to take place in March 2020 in Minneapolis, but the Parties did not actually hold these depositions in light of the mitigation measures imposed in response to the COVID-19 pandemic.

claims across the three Actions. *Id*. The Parties agreed on terms in a term sheet on June 26, 2020 and entered into the formal Settlement Agreement on August 16, 2020. **Goodley Decl. at ¶¶ 17-18**.

III. TERMS OF THE SETTLEMENT

The Settlement Agreement provides for Defendant's payment of $4 Million in two installments (half at preliminary approval and half at final approval). **Ex. C ("Agreement") ¶ 10**. The Settlement Agreement becomes effective at thirty five (35) days from the date the Court enters a final approval order, with an additional twenty one (21) days for the Settlement Administrator to make class member distributions. **Agreement ¶ 11**. After deductions for attorney fees, litigation costs, settlement administration costs and incentive payments, the remaining approximately $2.5 Million (Net Settlement Amount) is divided amongst Opt-In Plaintiffs and the class members who do not opt-out of the Settlement. Funds will be apportioned based on weeks worked and a point-system, which is tied to whether the person was a Site Manager or a Contributor and whether the class member worked in California, New Jersey or elsewhere in the United States. **Agreement ¶¶ 5, 11**. Additionally, California aggrieved employees will receive a pro-rata share of $25,000, representing 25% of the $100,000 allocated to Plaintiff Spruill's PAGA claim. **Agreement ¶ 5.** Plaintiffs estimate that the average award for Site Managers in *Bradley* is approximately $4,940.88 and the median award is approximately $3,989.08; , the average award for each *Spruill* Site Manager will be approximately $9,451.49 (including pro-rata distributions to aggrieved employees for the PAGA allocation) with a median award of approximately $7,538.43; the average award for each *Spruill* (non-site manager) contributor will be approximately $2,980.07 (including pro-rata distributions to aggrieved employees for the PAGA allocation) with a median award of approximately $2,410.20; the

average award for each *Reddington* Site Manager will be approximately $7,360.79 with a median award of approximately $5,579.96; and the average award for each *Reddington* (non-site manager) contributor will be approximately $2,505.09 with a median award of approximately $2,165.50. *See* **Goodley Decl. at ¶¶ 19-21; Borgen Decl. at ¶ 9.**

The opt-out settlement contains no claims process and no settlement money will revert to Defendants. In fact, money from unclaimed checks will be split equally between *cy pres* beneficiaries Reporters Committee for Freedom of the Press and the Washington Lawyers' Committee For Civil Rights and Urban Affairs. **Agreement ¶ 12**. In addition, Defendants assume their portion of payroll taxes, in addition to the Maximum Settlement Amount. **Agreement ¶ 4**.

IV ARGUMENT

A. Legal Standard for Approval of Settlements Under Rule 23(e)

Rule 23(e) was amended in December 1, 2018 to specify the procedures to be followed in the preliminary approval of a class action settlement. At a high-level, amended Rule 23(e) requires the Court to determine whether it can approve the settlement and certify a settlement class.

> **(e) Settlement, Voluntary Dismissal, or Compromise**. The claims, issues, or defenses of a certified class—or a class proposed to be certified for purposes of settlement—may be settled, voluntarily dismissed, or compromised only with the court's approval. The following procedures apply to a proposed settlement, voluntary dismissal, or compromise:
>
> (1) Notice to the Class.
>
> (A) Information That Parties Must Provide to the Court. The parties must provide the court with information sufficient to enable it to determine whether to give notice of the proposal to the class.
> (B) Grounds for a Decision to Give Notice. The court must direct notice in a reasonable manner to all class members who would be bound by the proposal if giving notice is justified by the parties' showing that **the court will likely be able to**:
>
> (i) approve the proposal under Rule 23(e)(2); and

> (ii) certify the class for purposes of judgment on the proposal.

Fed. R. Civ. P. 23(e)(1) (emphasis added). Both elements are satisfied in this case because, as further discussed below: (1) the Court will likely be able to approve the terms in the proposed settlement under the criteria of Rule 23(e)(2); and (2) certification of the Settlement Class for purposes of settlement is appropriate in this matter.

B. This Case Warrants Preliminary Approval

1. The Court Will Likely Be Able to Approve the Settlement Terms

The Court must look to the criteria in Rule 23(e)(2) in order to determine whether it will *likely be able to approve* the terms of settlement:

> (2) *Approval of the Proposal*. If the proposal would bind class members, the court may approve it only after a hearing and only on finding that it is fair, reasonable, and adequate after considering whether:
> (A) the class representatives and class counsel have adequately represented the class;
> (B) the proposal was negotiated at arm's length;
> (C) the relief provided for the class is adequate, taking into account:
> (i) the costs, risks, and delay of trial and appeal;
> (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
> (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
> (iv) any agreement required to be identified under Rule 23(e)(3); and
> (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

a. Plaintiffs and Class Counsel Have Adequately Represented the Class

In the Committee Notes to the December 1, 2018 amendments to Rule 23, the Rules Committee provided further insight as to what courts should look to in evaluating whether a proposed settlement should be approved. As to Rule 23(e)(2)(A),(B), the Committee stated:

> **Paragraphs (A) and (B).** These paragraphs identify matters that might be described as **"procedural" concerns**, looking to the conduct of the litigation and of the negotiations leading up to the proposed settlement…

> The information submitted under Rule 23(e)(1) may provide a useful starting point in assessing these topics. For example, the nature and amount of discovery in this or other cases, or the actual outcomes of other cases, may indicate whether counsel negotiating on behalf of the class had an adequate information base. The pendency of other litigation about the same general subject on behalf of class members may also be pertinent. The conduct of the negotiations may be important as well. For example, the involvement of a neutral or court-affiliated mediator or facilitator in those negotiations may bear on whether they were conducted in a manner that would protect and further the class interests. Particular attention might focus on the treatment of any award of attorney's fees, with respect to both the manner of negotiating the fee award and its terms.

12/1/2018 Committee Notes (emphasis added).

Here, the Parties engaged in significant discovery: (1) the exchange of approximately 70,000 documents; (2) a Rule 30(b)(6) corporate deposition and depositions of two additional corporate executives; (3) depositions of six League Managers; (4) depositions of four named plaintiffs and six Opt-In plaintiffs. **Goodley Decl. at ¶¶ 3-9**. The depositions allowed Class Counsel to better evaluate the strengths and weaknesses of the case. Furthermore, with the assistance of mediator Linda Singer, the Parties negotiated a standard common-fund attorney fee award of 1/3, and separate reimbursement of counsel costs and settlement administration costs. *See* Section III, *supra*.

b. The Settlement Was Negotiated at Arms-Length

As previously stated, "the involvement of a neutral or court-affiliated mediator or facilitator in [settlement] negotiations may bear on whether they were conducted in a manner that would protect and further the class interests." Committee Notes. Here, the involvement of an experienced mediator in hard-fought settlement negotiations, which included lengthy submissions by both parties to the mediator and discussions that spanned many hours, is a very strong indicator that the settlement was negotiated at arms-length. Additionally, the fact that these cases were extensively litigated, further indicates the arms-length nature of the agreement.

c. The Relief Provided in the Class Settlement is Adequate, Taking Into Account the Costs, Risks and Delay of Trial and Appeal

As to Rule 23(e)(2)(C),(D), the Committee stated:

> **Paragraphs (C) and (D).** These paragraphs focus on what might be called a "substantive" review of the terms of the proposed settlement. The relief that the settlement is expected to provide to class members is a central concern. Measuring the proposed relief may require evaluation of any proposed claims process; directing that the parties report back to the court about actual claims experience may be important. The contents of any agreement identified under Rule 23(e)(3) may also bear on the adequacy of the proposed relief, particularly regarding the equitable treatment of all members of the class.
>
> Another central concern will relate to the cost and risk involved in pursuing a litigated outcome. Often, courts may need to forecast the likely range of possible classwide recoveries and the likelihood of success in obtaining such results. That forecast cannot be done with arithmetic accuracy, but it can provide a benchmark for comparison with the settlement figure.
>
> If the class has not yet been certified for trial, the court may consider whether certification for litigation would be granted were the settlement not approved…

12/1/2018 Committee Notes (emphasis added).

Thus, in evaluating the substance of the settlement (*i.e.*, a compromised level of relief), the Court should consider the amount of recovery for the class members, as compared to the maximum recovery, taking into account: the costs, risks and delay of recovery, as well as likelihood that the Court would grant class certification in a litigated motion for class certification.

If this case were to be fully litigated, the Court would need to resolve several important issues, including but not limited to: the classification of class members (e.g., as independent contractors or employees), damage estimates given a lack of time records, the applicable statute of limitations (two or three years, depending on the Court's determination of willfulness), and whether class certification for purposes of trial is appropriate. Defense Counsel has stated its belief as to the merits of their defenses in this action. See Section I.C., *supra*.

d. The Relief Provided in the Class Settlement is Adequate, Taking Into Account the Effectiveness of Distributing Relief to the Class

As to the method of distributing relief, the Committee stated:

> …Often it will be important for the court to scrutinize the method of claims processing to ensure that it facilitates filing legitimate claims. A claims processing method should deter or defeat unjustified claims, but the court should be alert to whether the claims process is unduly demanding…

12/1/2018 Committee Notes. In this case, it is clear that the method of distributing relief is fair and reasonable. There is no claims process. A Settlement Class member need only sign their check to receive their share of the settlement. **Agreement ¶ 11; Exs. 1, 2 ("Notices").** The Settlement Administrator will provide notice via U.S. mail to all those identified by Defense Counsel. **Agreement ¶ 7.** Defense Counsel will provide a last known address and proposed Class Counsel will check those addresses against the National Change of Address Database prior to mailing. **Agreement ¶ 7.** A class member who wishes to enjoy his or her share of the settlement need not do anything. A class member who does not wish to enjoy his or share of the settlement may complete and return an opt-out form. **Agreement ¶¶ 8, 9.** In no case will settlement funds will revert to Defendant. Finally, Defendant assumes its portion of payroll taxes for the taxable (non-penalty) portion of the settlement. **Agreement ¶ 4.**

e. The Relief Provided in the Class Settlement is Adequate, Taking Into Account the Proposed Attorney's Fees

In addition to consideration of whether the proposed settlement is fair, reasonable and adequate under Rule 23(e)(2)(C)(iii), the Court will ultimately decide at final approval, under Rule 23(h), if Proposed Interim Class Counsel's attorney fees are reasonable.[5] In the D.C. Circuit, in a common fund recovery such as this one, the preferred method for compensating

[5] Plaintiffs' counsel will brief attorney fee and cost recovery in more detail at final approval.

class counsel is the percentage of recovery method. *See Swedish Hosp. Corp. v. Shalala*, 1 F.3d 1261, 1265-1271 (D.C. Cir. 1993) ("In sum, we join the Third Circuit Task Force and Eleventh Circuit, among others, in concluding that a percentage-of-the-fund method is the appropriate mechanism for determining the attorneys fees award in common fund cases."). Attorney fee awards of approximately one-third is quite common in the D.C. Circuit, if not the norm.[6] Under both the FLSA, California and New Jersey law, a prevailing plaintiff is entitled to attorney fees and costs, under the lodestar method. *See* 29 U.S.C. § 216(b); Cal. Lab. Code §§ 1194, 2699(g), 2802; Cal. Code Civ. Proc. § 1021.5; N.J. Stat. Ann. § 34:11-56a25.

Under either the percentage of recovery method or the lodestar method, Proposed Interim Class Counsel's attorney fees, 33% of the Gross Settlement Amount (or $ 1,333,333.33) are clearly reasonable. Furthermore, as to the lodestar cross-check, counsel's requested fee is considerably less than its current lodestar of over $2 Million. **Goodley Decl. at ¶ 23; Borgen Decl. at ¶ 12.**

f. All Agreements Have Been Disclosed

Rule 23(e)(2)(C)(iv), (3) require that the party seeking settlement approval must file a statement identifying any agreements made in connection with the proposed settlement. Other than the Class Action Settlement Agreement, no other agreements between the Parties exist. **Goodley Decl. at ¶ 1.**

g. The Proposal Treats Class Members Equitably Relative to Each Other

[6] *See, e.g., Little v. Wash. Metro. Area Transit Auth.*, 313 F.Supp.3d 27, 35 (D.D.C. 2018) ("Fee awards in common-fund cases may range from fifteen to forty-five percent.") (quoting *Wells v. Allstate Ins. Co.*, 557 F.Supp.2d 1, 6 (D.D.C. 2008)); *see also id.* at 39 (noting that as of 2010, nationally, the mean and median percentage of class counsel awards in labor and employment cases was 28% and 29%, respectively).

The Settlement Agreement treats all Class Members equitably with respect to each other. The "Net Settlement Amount" (Gross Settlement Amount minus attorney fees, counsel costs, settlement administration costs and incentive payments) is apportioned according to workweeks worked by class members during the Class Period. **Agreement at ¶ 5**. The net settlement funds are allocated to class members in the three actions according to a point system. Opt-In Plaintiffs in the *Bradley* Action will be allocated 1.0 points per workweek per person, Site Managers in the *Spruill* Action will be allocated 1.5 points per workweek per person, Contributors in the *Spruill* Action will be allocated 0.8 points, Site Managers in the *Reddington* Action will be allocated 1.3 points per workweek per person, and Contributors in the *Reddington* Action will be allocated 0.6 points per workweek per person. The Net Settlement Amount will be allocated to each case in proportion to the total number of points under this formula. **Agreement at ¶ 5**. The point system is intended to serve as a relative estimate of damages that class members in these cases would receive if they prevailed to a judgment. In other words, the California minimum wage (and penalty-related damages) are higher than those available in New Jersey, which in turn are higher than the minimum wage and damages available under federal law. Similarly, the California and New Jersey classes involve contributors (who worked less hours than Site Managers), and who are assigned a multiplier less than 1.0.

Similarly, tax treatment is slightly different for class members across the three cases, due to differences in available remedies. Payments to Settlement Class members who worked outside of California or New Jersey (*i.e.*, members of the FLSA Settlement Class) will be taxed 50% as wages and 50% as liquidated damages/penalties, whereas payments to Settlement Class members who worked in California or New Jersey will be taxed 40% as wages and 60% as liquidated damages/penalties. **Agreement at ¶ 11**. This minor difference in treatment is due

differences in the non-back pay remedies available under California and New Jersey law, *see* Cal. Lab. Code §§ 218.6, 1194.2, 2699 *et seq.*; N.J. Stat. Ann. § 34:11-56a25, as compared to the FLSA. The point system and minor differences in tax treatment is certainly an equitable and reasonable way to distinguish amongst the class members.

h. The Service Awards Should be Approved

Courts in the District of D.C. "routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the court of the class action litigation." *Cohen v. Chilcott*, 522 F.Supp.2d 105, 124 (D.D.C. 2007) (quoting *In re Lorazapam & Clorazepate Antitrust Litig.*, No. MDL 1290, 2003 WL 22037741, at *10 ("*Lorazapam*") (D.D.C. June 16, 2003)); *see also Wells v. Allstate Ins. Co.*, 557 F.Supp.2d 1, 9 ("This Court determined that incentive awards to named plaintiffs are not uncommon in class action litigation, particular where a common fund has been created for the benefit of the entire class.") (alterations, internal quotations and citations omitted).

The Settlement Agreement includes Service Award payments of the following: $7,500 to Named Plaintiffs and $1,500 to Opt-In Plaintiffs who were deposed or prepared for deposition.[7] **Agreement at ¶ 16**. These service awards are well within the norm for class action settlements. *See, e.g.*, *Wells*, 557 F.Supp.2d at 9 (holding that $10,000 was an appropriate incentive award on total settlement fund of $800,000); *Lorazepam*, 2003 WL 22037741, at *11 (approving $20,000 incentive awards to named plaintiffs); *Cohen*, 522 F.Supp.2d at 124 (granting requested incentive awards of $7,500 to named plaintiffs)..

[7] Named Plaintiff Maija Varda and Opt-In Plaintiff Charles Harper were prepared by Counsel for scheduled depositions in Minneapolis, but the depositions never took place due to the COVID-19 pandemic. **Goodley Decl. at ¶ 7.**

Given the modest level of payment and the significant level of commitment shown by Plaintiffs and Opt-In Plaintiffs towards reaching settlement, including: providing information to further case investigation, providing declarations, providing documents and interrogatory responses, and preparing for and sitting for depositions, **Goodley Decl. at ¶¶ 3-9,** the Service Awards should be approved.

2. The Court Will Be Able to Certify the California and New Jersey Settlement Classes for Purposes of Settlement Only

The standard for certification of a settlement class is similar to the standard for class certification for trial under Rule 23, but the two inquiries are not identical. *See In re APA Assessment Fee Litig.*, 311 F.R.D. 8, 17–18 (D.D.C. 2015) ("Although settlement does not eliminate the requirements of Rule 23(a) and (b), it 'is relevant to a class certification.'" (internal citation omitted)); *Sullivan v. DB Investments, Inc.*, 667 F.3d 273, 302 (3d Cir. 2011) ("The correct outcome is even clearer for certification of a settlement class because the concern for manageability that is a central tenet in the certification of a litigation class is removed from the equation.") Thus, a court analyzing whether certification should be granted for purposes of settlement will look to the Rule 23(a) prerequisites along with the appropriate Rule 23(b) prong with an eye towards whether certification is appropriate *in the settlement* context. *See In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 558 (9th Cir. 2019) (en banc) (explaining that the predominance inquiry must take into account the purpose for which the class is being certified, i.e. settlement). Rule 23(a) provides that:

> **(a) Prerequisites.** One or more members of a class may sue or be sued as representative parties on behalf of all members only if:
>
> (1) the class is so numerous that joinder of all members is impracticable;
> (2) there are questions of law or fact common to the class;
> (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and

> (4) the representative parties will fairly and adequately protect the interests of the class.

Fed. R. Civ. P. 23(a). (Emphasis added). These prongs are known as "numerosity," "commonality," "typicality," and "adequacy," and are addressed in sequence below.

Furthermore, wage and hour class actions, including this one, are typically certified under Rule 23(b)(3):

> **(b) Types of Class Actions.** A class action may be maintained if Rule 23(a) is satisfied and if:
>
> …
>
> (3) the court finds that the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy. The matters pertinent to these findings include:
>
> (A) the class members' interests in individually controlling the prosecution or defense of separate actions;
> B) the extent and nature of any litigation concerning the controversy already begun by or against class members;
> (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
> (D) the likely difficulties in managing a class action.

Fed. R. Civ. P. 23(b)(3) (emphasis added). The two overarching requirements to certify a class under Rule 23(b)(3) are thus known as "predominance" and "superiority" and are addressed in turn below.

a. Numerosity

The numerosity requirement is met where "the class is so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1). "Absent unique circumstances, 'numerosity is satisfied when a proposed class has at least forty members.'" *Coleman through Bunn v. District of Columbia*, 306 F.R.D. 68, 76 (D.D.C. 2015) (quoting *Richardson v. L'Oreal USA, Inc.*, 991 F.Supp.2d 181, 196 (D.D.C. 2013).

Documentation provided by Defendant indicated that there are 345 California Class Members and 118 New Jersey Class Members. **Goodley Decl. at ¶ 15; Borgen Decl. at ¶ 5**. Thus, numerosity is clearly satisfied.

b. Commonality

The commonality requirement is met where "there are questions of law or fact common to the class." Fed. R. Civ. P. 23(a)(2). As a court in this District has observed:

> The touchstone of the commonality inquiry is "the capacity of a classwide proceeding to generate common answers apt to drive the resolution of the litigation." *Id.* (quotation marks omitted; emphasis in original). Depending upon the circumstances, this may involve many common issues that together provide a resolution, **but "even a single common question will do.**" *Id.* at 2556 (quotation marks and alterations omitted).

Coleman through Bunn v. District of Columbia, 306 F.R.D. 68, 76 (D.D.C. 2015) (emphasis added) (quoting and citing *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338 (2011)).

In *Reddington* and *Spruill*, there are a multitude of questions of law and fact common to all class members, and thus the commonality requirement is satisfied. These include, for example:

- Whether members of the Rule 23 Settlement Classes were misclassified as independent contractors and should have been classified as employees;
- Whether members of the Rule 23 Settlement Classes were denied payments of the minimum wage;
- Whether members of the Rule 23 Settlement Classes were denied overtime compensation;
- Whether members of the California Settlement Class were provided with rest breaks and meal breaks;
- Whether members of the California Settlement Class were issued inaccurate wage statements;
- Whether members of the California Settlement Class were denied reimbursement of incurred expenses.

Since even one common question of law or fact satisfies the commonality requirement, it is clear that the proposed Rule 23 Settlement Classes satisfy commonality here.

c. Typicality

Typicality is met where, "the claims or defenses of the representative parties are typical of the claims or defenses of the class." Fed. R. Civ. P. 23(a)(3). Courts in this District "have found the 'typicality requirement' satisfied when class representatives 'suffered injuries in the same general fashion as absent class members.'" *Trombley v. Nat'l City Bank*, 826 F.Supp.2d 179, 192 (D.D.C. 2011) (quoting *In re Vitamins Antitrust Litig.*, 209 F.R.D. 251, 260 (D.D.C. 2011); *see also Hubbard v. Donahue*, 858 F.Supp.2d 116, 120 (D.D.C. 2013) ("The typicality requirement under 23(a)(3) is satisfied here because the claims of the Class Representatives are based on the same course of conduct giving rise to the claims of the Proposed Settlement Classes."). Typicality may be satisfied where the "claims of named plaintiffs and of class members are based on the same core set of facts and underlying theory." *In re LivingSocial Marketing and Sales Practice Litig.*, 298 F.R.D. 1, 8 (D.D.C. 2013) (citing *Trombley*, 826 F.sup.2d at 192-93).

Here, typicality is established because the California and New Jersey Named Plaintiffs' claims are generally the same as those of the proposed Rule 23 Settlement Classes, both in the legal theory and the factual circumstances underlying that theory. These are the same bases for the claims of the Rule 23 Settlement Classes. Second, Plaintiffs are not subject to an individualized defense, much less one that is a major focus on the litigation. Finally, the interests and incentives of Plaintiff are aligned with that of the Settlement Class.

d. Adequacy

Adequacy requires that "the representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). "Two criteria are generally recognized for determining the adequacy of class representation—(1) the interests of the named representative

must not be antagonistic to or compete with the interests of the unnamed class members; (2) the representative must appear able to vigorously prosecute the interests of the class through qualified counsel." *Trombley*, 826 F.sup.2d at 193 (citing *Twelve John Does v. District of Columbia*, 117 F.3d 571, 575 (D.C. Cir. 1997); *see also Coleman through Bunn*, 306 F.R.D. at 84 (same).

Here, proposed Interim Class Counsel, Goldstein, Borgen, Dardarian & Ho ("GBDH") and Jennings Sigmond, P.C. ("JS") each have the qualifications to represent the Rule 23 Settlement Classes.

Goldstein Borgen Dardarian & Ho ("GBDH") is a plaintiffs' complex and class action firm that was founded in 1972, in Oakland, California. **Borgen Decl. at ¶ 14.** GBDH has a national practice and has litigated class and collective action lawsuits over the last twenty-five years in many states. **Borgen Decl. at ¶¶ 14-16.** GBDH's attorneys have been appointed class counsel in numerous class actions and settlements. ***Id.***

Jennings Sigmond has over forty years of experience litigating labor and employment cases. **Goodley Decl. at ¶ 26**. Jennings Sigmond also has experience and success in wage and hour cases, including class and collective actions. **Goodley Decl. at ¶¶ 31, 32**. Furthermore, Jennings Sigmond has shown its competency and commitment to the Settlement Class through its vigorous advocacy in this case, as discussed in Section II, *supra*.

Additionally, as discussed with respect to typicality, there is no conflict of interest between the California and New Jersey Plaintiffs and the proposed Rule 23 Settlement Classes they seek to represent – rather, their interests and incentives are aligned.

e. Predominance

Class certification for purposes of settlement is appropriate if "the court finds that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy." Fed. R. Civ. P. 23(b)(3). As described by a court in this District:

> To demonstrate that common issues predominate over individualized issues, a plaintiff need not "prove that each 'element of his claim is susceptible to classwide proof.'" *Amgen*, 568 U.S. at 469, 133 S.Ct. 1184. Rather, the predominance inquiry "tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation." *Amchem,*521 U.S. at 623, 117 S.Ct. 2231. "This calls upon courts to give careful scrutiny to the relation between common and individual questions in a case." *Tyson Foods, Inc. v. Bouaphakeo*, – — U.S.——, 136 S.Ct. 1036, 1045,194 L.Ed.2d 124 (2016). "An individual question is one where 'members of a proposed class will need to present evidence that varies from member to member,' while a common question is one where 'the same evidence will suffice for each member to make a prima facie showing [or] the issue is susceptible to generalized, class-wide proof.' " *Id.* (quoting 2 W. Rubenstein, NEWBERG ON CLASS ACTIONS § 4:50, pp. 196–97 (5th ed. 2012) (internal quotation marks omitted)). The predominance inquiry turns on "whether the common, aggregation-enabling, issues in the case are *more prevalent or important* than the non-common, aggregation-defeating, individual issues." *Id.* (emphasis added) internal quotation marks omitted; *accord In re Petrobras Sec.*, 862 F.3d 250, 268 (2d Cir. 2017) ("[P]redominance is a comparative standard."). Critically, "[w]hen 'one or more of the central issues in the action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3)even though other important matters will have to be tried separately, such as damages or some affirmative defenses peculiar to some individual classmembers.' " *Tyson Foods,* 136 S.Ct. at 1045 (quoting 7AA C. Wright, A. Miller, & M. Kane, FEDERAL PRACTICE AND PROCEDURE § 1778, pp. 123–24 (3d ed. 2005)).

Howard v. Liquidated Services, Inc., 322 F.R.D. 103, 136 (D.D.C. 2017).

For purposes of certification of a settlement class, as described in Section IV.B.2.b, *supra*, there are sufficient common questions of law and fact to satisfy the predominance inquiry. *See, e.g., In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 558 (9th Cir. 2019) (en banc) (predominance inquiry must take into account the purpose for which the class is being certified);

In re Am. Int'l Grp., Inc. Sec. Litig., 689 F.3d 229, 242 (2d Cir. 2012) ("[T]he existence of a settlement that eliminates manageability problems can alter the outcome of the predominance analysis."); *In re APA Assessment Fee Litig.*, 311 F.R.D. 8, 17–18 (D.D.C. 2015) ("Although settlement does not eliminate the requirements of Rule 23(a) and (b), it 'is relevant to a class certification.' . . . it obviates the need to ask 'whether the case, if tried, would present intractable management problems.' Therefore, insofar as an apparent threat to predominance is only a matter of unmanageability at trial, that should not foreclose certification of a settlement-only class." (internal citations omitted)); *Grossman v. Am. Psychological Ass'n, Inc.*, No. CV 13-2034 (JDB), 2015 WL 13664174, at *2 (D.D.C. Feb. 12, 2015) (granting preliminary approval of settlement and noting that predominance was satisfied "in the context of the settlement of this Litigation").

f. Superiority

The superiority requirement is intended to "ensure[ ] that resolution by class action will 'achieve economies of time, effort, and expense and promote ... uniformity of decision as to persons similarly situated, without sacrificing procedural fairness or bringing about other undesirable consequences." *Vista Healthplan, Inc. v. Warner Holdings Co.,* 246 F.R.D. 349, 359–60 (D.D.C.2007) (quoting *Amchem Prods. v. Windsor,* 521 U.S. 591, 615 (1997) (alteration in original). The Supreme Court has directed that "[t]he policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive to bring a solo action prosecuting his or her rights." *Amchem Prods.*, 521 U.S. at 617. "Accordingly, it is relevant to the superiority inquiry that "[w]here it is not economically feasible to obtain relief within the traditional framework of a multiplicity of small individual suits for damages, aggrieved persons may be without any effective redress unless they may employ the

class-action device.'" *In re LivingSocial Marketing and Sales Practice Litig.*, 298 F.R.D. 1, 8 (D.D.C. 2013) (internal quotations and citations omitted; alteration in original).

"The Rule directs the Court to consider, in analyzing the alternatives to class-action treatment, the following factors: 'the class members' interests in individually controlling the prosecution or defense of separate actions; the extent and nature of any litigation concerning the controversy already begun by or against class members; the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and the likely difficulties in managing a class action.'" *Coleman through Bunn v. District of Columbia*, 306 F.R.D. 68, 87 (D.D.C. 2015) (quoting Fed. R. Civ. P 23(b)(3)).

Here, the individual damages for each class member are relatively small and therefore individuals would not have a strong incentive to individually control litigation of their claims. Furthermore, it would be difficult to find counsel willing to litigate such small claims. Given the high degree of similarity of the class members' claims and evidence, and the small dollar damages per class member, this is the quintessential scenario where class action treatment is superior to individual adjudication.[8] Finally, manageability concerns need not be analyzed when certifying a class for *settlement* purposes. *See, e.g., In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 556–57 (9th Cir. 2019) (en banc) ("[M]anageability is not a concern in certifying a settlement class where, by definition, there will be no trial."); *Sullivan v. DB Investments, Inc.*,

[8] *See, e.g., Thorogood v. Sears, Roebuck and Co.*, 547 F.3d 742 , 744 (7th Cir. 2008) ("The class action is an ingenious device for economizing on the expense of litigation and enabling small claims to be litigated. The two points are closely related. If every small claim had to be litigated separately, the vindication of small claims would be rare. The fixed costs of litigation make it impossible."); *Hubbard v. Donahue*, 958 F.Supp.2d 116, 12-21 (D.D.C. 2013) ("The superiority requirement under 23(b)(3) is also met here because the small individual stakes involved make the class action a superior mechanism to effect a nationwide change in USPS policies and "ensure[ ] that class members will receive equal treatment.") (quoting *Radosti v. Envision EMI L.L.C.*, 717 F.Supp.2d 37, 53 (D.D.C. 2010)).

667 F.3d 273, 302 (3d Cir. 2011) ("The correct outcome is even clearer for certification of a settlement class because the concern for manageability that is a central tenet in the certification of a litigation class is removed from the equation.").

3. The Proposed Notice is Appropriate

Under Fed. R. Civ. P. 23(e)(1)(B), where the Court is satisfied that it would "likely be able to" approve settlement and certify a settlement class, "[t]he court must direct notice in a reasonable manner to all class members who would be bound by the proposal." Under Fed. R. Civ. P. 23(c)(2)(B) (where a Rule 23(b)(3) settlement class will be certified):

> the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means. The notice must clearly and concisely state in plain, easily understood language:
>
> (i) the nature of the action;
> (ii) the definition of the class certified;
> (iii) the class claims, issues, or defenses;
> (iv) that a class member may enter an appearance through an attorney if the member so desires;
> (v) that the court will exclude from the class any member who requests exclusion;
> (vi) the time and manner for requesting exclusion; and
> (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

The Settlement Agreement meets all of the above criteria. The Notice specifies the nature of the action, the definition of the Settlement Class, and the class claims, issues and defenses. The Notice further provides that a class member may exclude themselves from the litigation and may obtain their own attorney if they desire, as well as the process for requesting exclusion. Finally, the Notice informs class members that if they do nothing, they will receive payment, be bound by the terms of the Settlement, and barred from suing Defendant as specified in the Settlement Agreement.

C. Settlement for the FLSA Settlement Class Should Also Be Approved

The D.C. Circuit has not opined on whether judicial approval of an FLSA settlement is required after suit has been filed "or the related issue of whether such approval is a prerequisite for subsequent judicial enforcement of a private settlement.'" *Eley v. Stadium Group, LLC*, 236 F.Supp.3d 59, 62 (D.D.C. 2017) (quoting *Sarceno v. Choi*, 78 F.Supp.3d 446, 449 (D.D.C. 2015)). Regardless, courts in this District "often agree to review proposed FLSA settlements when the parties jointly seek judicial approval." *Eley*, 236 F.Supp.3d at 62 (citing *Carillo v. Dandan, Inc.*, 51 F.Supp.3d 124, 132 (D.D.C. 2014)). "The Court's review of a proposed FLSA settlement is properly limited only to those terms precisely addressing the compromised monetary amounts to resolve pending wage and overtime claims." *Eley*, 236 F.Supp.3d at 62 (citing *Carillo*, 51 F.Supp.3d at 134).

When assessing an FLSA settlement, the court must first "ensure that the settlement resolves a 'bona fide dispute'—that is, that the settlement reasonably resolves issues that are actually disputed by the parties." *Stephens v. Farmers Restaurant Group.*, 329 F.R.D. 476, 486-87 (D.D.C. 2019). Here, there can be no debate that a bona fide dispute exists as to whether Defendant's Site Managers were employees entitled to FLSA minimum wage for all hours worked, or whether they were properly classified by Defendant as independent contractors.

"Once a bone fide dispute has been established, the court must consider whether the agreement reflects a reasonable compromise of disputed issues rather than a mere waiver of statutory rights brought about by an employer's overreaching." *Sarceno*, 78 F.Supp.3d at 450 (internal quotations, citations, and alterations omitted). This "more flexible [(than the Rule 23 standard)] approach" takes account of the "totality of the circumstances" to determine whether an FLSA settlement is fair and reasonable. *Stephens*, 329 F.R.D. at 487; *see also Eley*, 236 at

F.Supp.3d at 63; *Sarceno*, 78 F.Supp.3d at 451. The factors to be considered under this approach are whether: (1) the proposed settlement is a product of overreaching by the employer; (2) the settlement was the product of negotiation between represented parties following arm's length bargaining; and (3) serious impediments to the collection of a judgment by the plaintiffs exists. *Stephens*, 329 F.R.D. at 487 (citing *Carillo*, 51 F.Supp.3d at 132-33).

If a proposed settlement is able to satisfy the "more searching" Rule 23 standard, it will also satisfy the FLSA "totality of the circumstances" standard. *See Stephens*, 329 F.R.D. at 487 ("In any event, because the Court must evaluate the agreement under the applicable Rule 23(e) framework to the extent that it settles the Rule 23 class members' claims, and further because the Court finds that that framework requires a somewhat more searching review than the totality-of-the-circumstances framework, the Court will focus its analysis on the former approach."); *see also Prince v. Aramark Corp.*, 257 F.Supp.3d 20, 24-26 (D.D.C. 2017) (applying Rule 23(e) standard to FLSA collective action at final approval stage).

As explained thoroughly above as to the Rule 23 Settlement Classes (which include Site Managers) the proposed settlement here satisfies the more exacting Rule 23 standard, and therefore the settlement also satisfies the FLSA approval standard. For this reason, the Court should also approve the FLSA settlement.

The proposed FLSA settlement therefore also satisfies the "totality of the circumstances" standard. The settlement cannot be considered an "overreach" by the employer where the FLSA legal test for analyzing the employee question, the "economic reality test," is arguably more difficult for Plaintiffs to satisfy than the "ABC" tests used under both California and New Jersey state wage and hour laws. *See Morrison v. Int'l Programs Consortium, Inc.*, 253 F.3d 5, 10-11 (D.C. Cir. 2001) (listing economic realty factors). As to the specific amount each collective

member will ultimately receive, the point system is a fair and reasonable manner to distribute settlement funds to the extent that Defendant would likely vigorously challenge at trial both the specific amount of hours worked by each Site Manager, as well as the types of work tasks that were compensable.

There may also exist serious impediments to Plaintiffs collecting a judgment. First, it is not guaranteed that, under the economic reality test, Plaintiffs would have prevailed on the issue of whether Defendant's Site Managers were employees, let alone whether such analysis would suitable for determination on a collective basis, i.e., whether the conditionally-certified collective would be decertified following further discovery. Second, in light of the fact that COVID-19 has disrupted professional and collegiate sports, this could pose economic difficulties for companies, like Vox Media, whose business is partially dependent upon professional and college athletics. If Vox Media were to face economic difficulties as a result of this disruption to the sports world, it could make it more difficult for Plaintiffs to collect on any judgment in the future.

Finally, as explained above, the FLSA settlement was negotiated at arm's length with the use of an experienced mediator.

Looking to the "totality of the circumstances," it is clear that the Court should approve the FLSA settlement as it is both fair and reasonable.

D. Proposed Final Approval Schedule

Plaintiffs propose the following schedule to implement the remainder of the class action approval process:

a. Defendant shall mail all required notices to State and Federal officials as provided under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, no later than ten (10) days after the date of this Order;

b. no later than_____, 2020 (twenty-one (21) days after the date of this Order) Defendants will provide to Class Counsel all contact information for the three Settlement Classes;

c. no later than_____, 2020 (forty-five (45) days after the date of this Order) the Settlement Administrator will mail the Settlement Class Notices to the Settlement Classes;

d. the deadline for members of the Settlement Class to request exclusion from the Settlement Class or to post an objection to the Settlement Agreement shall be no later than_____, 2020 (forty-five (45) days after the date the Settlement Class Notices are mailed to the Settlement Classes);

e. Class Counsel shall file their Motion for Final Approval of Class Action Settlement (including any requests for approval of attorneys' fees and costs) no later than _____, 2020 (fifty-five (55) days after the date the Settlement Class Notices are mailed to the Settlement Classes).

CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant Plaintiffs' Omnibus Unopposed Motion for Approval of Class Action Settlement.

Dated: August 17, 2020

Respectfully Submitted,

by: /s/ James E. Goodley
James E. Goodley (Bar No. PA0069)
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Marc L. Gelman (PA 78857)*
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**Admitted pro hac vice*

Attorneys for Plaintiffs and the Classes

CERTIFICATE OF SERVICE

I, James E. Goodley, Esquire state under penalty of perjury that I caused a copy of the foregoing Plaintiffs' Omnibus Unopposed Motion for Approval of Class Action Settlement to be served on the CM/ECF system to all Counsel of record:

/s/ James E. Goodley
JAMES E. GOODLEY, ESQUIRE

Date: August 17, 2020

CERTIFICATE OF UNCONTESTED MOTION

I, James E. Goodley, Esquire state under penalty of perjury that I conferred with Counsel for Defendant and they indicated they did not oppose the foregoing Motion.

/s/ James E. Goodley
JAMES E. GOODLEY, ESQUIRE

Date: August 17, 2020

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

CHERYL C. BRADLEY, *et al.*, for themselves and on behalf of all persons similarly situated, Plaintiffs, v. VOX MEDIA, INC., d/b/a SB NATION, Defendant.	Case No. 1:17-cv-01791 (CRC)
TAMRYN SPRUILL, *et al.*, for themselves and on behalf of all persons similarly situated Plaintiff, v. VOX MEDIA, INC., d/b/a SB NATION, Defendant.	Case No. 1:19-cv-00160 (CRC)
PATRICK REDDINGTON for himself and on behalf of all persons similarly situated Plaintiff, v. VOX MEDIA, INC., d/b/a SB NATION, Defendant.	Case No. 1:20-cv-01793 (CRC)

DECLARATION OF JAMES E. GOODLEY, ESQ.

I, James E. Goodley, Esq., declare, under penalty of perjury and pursuant to 28 U.S.C. §

1746, that the following facts are true and correct:

1. I am an associate at Jennings Sigmond, P.C. ("JS") and am personally familiar with the firm's and co-counsel Goldstein Borgen Dardarian & Ho's ("GBDH" and collectively with JS, ("Class Counsel") involvement in this litigation. I am able to provide testimony concerning the June 2, 2020 mediation (the "Mediation") and resulting Omnibus Class Action Settlement Agreement, a true and correct copy of which is attached to Plaintiffs' Motion for Preliminary Approval as Exhibit C ("Agreement" or "Settlement Agreement"). The Agreement, including all incorporated exhibits, constitute all agreements reached in this matter, pursuant to Fed. R. Civ. P. 23(e)(2)(C)(iv), (3).

2. I submit this declaration to provide the Court with information concerning the facts surrounding discovery, mediation and settlement of this matter, as well as JS' litigation experience representing employees and labor unions in labor and employment matters.

Discovery and Involvement of Plaintiffs and Opt-In Plaintiffs

3. Class Counsel reviewed approximately 70,000 documents in this matter and participated in 20 depositions.

4. Class Counsel took the deposition of four current or former Vox Media executives: CEO James Bankoff (as Vox's Rule 30(b)(6) designee), CLO Lauren Fisher, COO Trei Brundrett and Founder Tyler Bleszinski.

5. Class Counsel took the depositions of Six League Managers, each of whom managed Site Managers in different sports and leagues: Travis Hughes (NHL), Seth Pollack (NBA), Matt Brown (NCAA), Justin Bopp (MLB), Joel Thorman (NFL) and Jeremiah Oshan (soccer).

6. Class Counsel defended depositions of Named Plaintiffs Cheryl Bradley, John Wakefield, Tamryn Spruill and Jacob Sundstrom. GBDH had prepared Named Plaintiff Maija Varda for a deposition to take place in Minneapolis in March, which did not ultimately take place

due to the COVID-19 pandemic. All Named Plaintiffs in all actions answered Vox's interrogatories and provided substantial documents in response to Vox's requests.

7. Class Counsel defended depositions of Opt-In Plaintiffs Brett Ballantini, Mitchell Maurer, John Mitts, Stephen Schmidt, Jacob Pavorsky and Patrick Reddington. Although Patrick Reddington is now a Named Plaintiff in the *Reddington* Action concerning the New Jersey Class, he was at the time deposed by Vox in his capacity as an Opt-In Plaintiff in the *Bradley* Action. GBDH had also prepared Opt-In Plaintiff Charles Harper for a deposition to take place in Minneapolis in March, which did not ultimately take place due to of the COVID-19 pandemic. All Opt-In Plaintiffs answered Vox's interrogatories and provided substantial documents in response to Vox's requests.

8. Bradley, Wakefield, Varda, Pavorsky and Schmidt also provided declarations critical to the eventual conditional certification of the *Bradley* Action. *Bradley* ECF No. 36.

9. Integral to the development and eventual settlement of this case was the cooperation of Named Plaintiffs and Opt-In Plaintiffs, who committed significant time to providing information in investigation and discovery, submitted documents and written and oral testimony, and aided in the Mediation process. Each Named Plaintiff and each of a sample 20 Opt-In Plaintiffs provided answers to Vox's interrogatories and produced documents. Plaintiff Bradley personally attended and participated in the Mediation.

10. The *Reddington* Action, filed on July 1, 2020, was originally the subject of a New Jersey Superior Court complaint drafted, but not filed by Class Counsel. In approximately August 2019, Class Counsel and Vox entered into a tolling agreement concerning *Reddington*, such that the Parties could finish discovery in *Bradley* and *Spruill* without prejudicing the claims of a putative New Jersey Class, and allow the Parties to revisit *Reddington* in the context of mediation. *Reddington* was thus filed in this Court after an agreement was reached, so that the Court could

evaluate preliminary approval of this global settlement.

Estimated Damages

11. Based on our review of the documentation and the testimony obtained during discovery, Class Counsel was able to estimate potential damages due in the *Bradley*, *Spruill* and *Reddington* Actions.

12. Based on the testimony and documents obtained through discovery, Class Counsel based damage estimates on 20 hours of work per week for Site Managers and 10 hours of work per week for Content Contributors.

13. In addition to reviewing the documents and testimony obtained in discovery, Class Counsel received confidential mediation data from Vox concerning class members in each of the Actions. The data included months of work, compensation received and identification of whether the Class Member was a Site Manager or Content Contributor. This information was compared with the relevant minimum wage and other damages available under the FLSA, California and New Jersey law to arrive at estimated damages.

14. In *Bradley*, Class Counsel estimated non-liquidated damages of $806,407 under a two-year (non-willful) statute, or $1,060,554 if Plaintiffs could prove that Defendant willfully violated the FLSA. 29 U.S.C. § 255(a).

15. In *Reddington*, Class Counsel estimated that Defendant's total unliquidated damage exposure on their New Jersey claims, for approximately 118 class members, was approximately $910,132.37.

Mediation and Settlement

16. The Parties engaged in a remote (Zoom-based) mediation on June 2, 2020 before Linda Singer, an experienced Washington, D.C. mediator. The Mediation was hard-fought, lasted approximately 10 hours, and did not result in agreement until approximately one week later.

Several follow-up discussions took place before an eventual $4,000,000 agreement in principle was reached, settling all of the Actions.

17. Subsequently, the Parties memorialized the major terms and conditions of settlement in a term-sheet dated June 26, 2020.

18. Finally, the Parties reached a final Settlement Agreement, which is attached to Plaintiff's Motion for Preliminary Approval as Exhibit C.

19. The average award for Site Managers in *Bradley* is approximately $4,940.88 and the median award is approximately $3,989.08.

20. The average award for Site Managers in *Spruill* approximately $9,451.49 (including pro-rata distributions to aggrieved employees for the PAGA allocation) with a median award of approximately $7,538.43. The average award for Content Contributors in *Spruill* is approximately $2,980.07 (including pro-rata distributions to aggrieved employees for the PAGA allocation) with a median award of approximately $2,410.20.

21. The average award for Site Managers in *Reddington* is approximately $7,360.79 with a median award of approximately $5,579.96. The average award for Content Contributors in *Reddington* is approximately $2,505.09 with a median award of approximately $2,165.50.

22. I believe this settlement to be fair, reasonable and adequate under the circumstances, given the delay and risks of litigation. Also notable in my opinion is the risk of non-collectability that could very well result in an uncertain economy, from the expenditure of defense fees and costs, if this matter were to be litigated through judgment and appeals.

Fees and Costs

23. As of May 31, 2020, my firm's lodestar using the 2019-2020 U.S. Attorneys Office rates[1] is in excess of $638,000 on the *Bradley* matter and in excess of $171,000 on the *Spruill*

[1] *Available at*: https://www.justice.gov/usao-dc/page/file/1189846/download

matter. Alternatively, utilizing mid-points of the Philadelphia Community Legal Services rates,[2] my firm's lodestar is in excess of $488,000 on the *Bradley* matter and in excess of $120,000 on the *Spruill* matter.

24. My firm seeks reimbursement of costs in the amount of $39,291.54 (through July 1, 2020) including the costs of Court filing fees, deposition transcripts, travel and legal research. Plaintiffs will categorize these costs in further detail in Plaintiffs' motion for final approval.

25. I have retained RG2 Claims Administration LLC on behalf of the FLSA Settlement Class and the Rule 23 Settlement Classes as Settlement Administrator in this matter. The Settlement Administrator has agreed to perform administration services under the Settlement Agreement for $40,000.00.

JS' Experience in the Field of Labor and Employment Litigation

26. Since 1975, JS has represented employees and labor unions in labor and employment related litigation and arbitration, and has represented union-sponsored employee benefit plans in ERISA related matters, including litigation. In early 2017, JS began to handle wage and hour matters on behalf of individual employees and classes of employees.

27. In the vast majority of wage and hour cases, JS represents employees on a contingent basis, in which it makes no recovery in the event of loss.

28. Over the years, JS has recovered millions of dollars for its employee, union and benefit plan clients.

29. JS has achieved significant precedential successes in the appellate courts. *See, e.g.*, *Lodge No. 5 of the Fraternal Order of Police, et al. v. City of Philadelphia, et al*., 763 F.3d 358 (3d Cir. 2014) (Successfully argued that the City's restriction on political contributions by police officers to non-affiliated political committees was unconstitutional); *City of Scranton v. Firefighters*

[2] *Available at*: https://clsphila.org/about-community-legal-services/attorney-fees/

Local Union No. 60 of the International Assoc. of Firefighters, et al., 612 Pa. 23 (2011) (The firm successfully argued that the Pennsylvania Supreme Court's previous interpretation that Act 47 applied to arbitration awards should be overturned, based upon a strict review of the language of the statute and the absence of any reference to "awards" in the operative section resulting in over $40M in backpay); *Carpenters Health & Welfare Fund of Phila. & Vicinity v. Mgmt. Res. Sys. Inc.*, 837 F.3d 378, 207 LRRM 3280 (3d Cir. 2016) (The firm successfully reversed District Court's grant of Defendants' motion to dismiss in ERISA action based under multiemployer collective bargaining agreement, where defendant employer was not a member of the multi-employer association, but signed individual letter of assent).

30. JS has handled hundreds of grievance arbitrations concerning employee terminations and other adverse actions, as well as hundreds of ERISA actions in the district courts.

JS Attorneys' Individual Experience

31. **James E. Goodley** has been an associate at the firm since December 2013, excluding May 2016 through December 2016. His practice focuses on representing employees in wage and hour litigation. Goodley also represents union-sponsored employee benefit plans in ERISA litigation and labor unions in litigation and arbitration.

32. Goodley has served as lead or co-lead trial counsel in several complex wage and hour cases and obtained positive results for his clients. *See, e.g.*:

a. *Behrens v. MLB Advanced Media, L.P.*, No. 1:18-cv-03077, ECF No. 46, (S.D.N.Y. Jul. 9, 2019) (Goodley served as co-lead trial counsel in FLSA/NY Labor Law action, obtaining final approval of a $1.4 Million settlement for Plaintiff and a class of over 200 employees for whom Plaintiff alleged Defendant did not properly compensate for all overtime hours worked);

b. *Keyes v. G.E.C. Restaurant Management & Design, et al.*, No. 2:18-cv-

01115, ECF No. 69, (E.D. Pa. Dec. 18, 2019) (Goodley served as lead trial counsel in FLSA/PA Minimum Wage action, obtaining final approval of a $400,000.00 settlement for Plaintiff and a class of over 140 restaurant workers for whom Plaintiff alleged Defendants did not properly compensate due to tip credit violations);

c. *United States ex rel. IBEW Local Union No. 98 v. Farfield Co.*, No. 5:09-cv-04230, ECF No. 234 (E.D. Pa. Feb. 05, 2020) (Goodley served as co-lead trial counsel representing Relator in a False Claims Act lawsuit premised on Davis-Bacon Act wage violations, obtaining trial verdict of $1.05 Million; case currently under appeal);

d. *Herr et al v. Lehigh Northampton Airport Authority*, No. 5:17-cv-01388, ECF No. 20, (E.D. Pa. Oct. 27, 2017) (Goodley, as lead trial counsel, obtained $45,000.00 Court-approved settlement on behalf of eight firefighter Plaintiffs, where it was alleged that Defendant did not properly implement a 28-day overtime pay cycle under 29 U.S.C. § 207(k));

e. *Szweda et al v. Exeter Township Fire Dept.*, No. 5:17-cv-04834, ECF No. 19, (E.D. Pa. Feb. 27, 2018) (Goodley, as lead trial counsel, obtained $48,000.00 Court-approved settlement on behalf of five firefighter-paramedic Plaintiffs, where it was alleged that Defendant was not entitled to utilize the partial overtime exemption under 29 U.S.C. § 207(k)).

33. From May 2016 until January 2016, Goodley was a Staff Attorney at Berger Montague, P.C., where he focused on representing employees in wage and hour class action litigation and plan participants in ERISA litigation.

34. From June 2012 until December 2013, Goodley served as an Investigator at the United States Department of Labor, Employee Benefits Security Administration. From 2005 to 2012, he served as a Patent Examiner at the United States Patent and Trademark Office.

35. Goodley received his B.S. in Electrical Engineering from Lehigh University in 2005, his J.D. from Catholic University in 2011 and his LL.M. in Trial Advocacy from Temple University in 2013.

36. Goodley is admitted to the Bars of Maryland, Pennsylvania, New Jersey, New York and Virginia and to the United States District Courts for the Districts of New Jersey, Maryland, the District of Columbia, the Eastern Districts of Pennsylvania and Virginia, the Northern and Southern Districts of New York, and the United States Court of Appeals for the Third Circuit.

37. Goodley is a member of the National Employment Lawyers Association and the AFL-CIO Lawyers' Coordinating Committee.

38. **Marc L. Gelman** ("Gelman") has been a Shareholder with JS since 2008 and before that was an associate since 2000. His practice encompasses the representation of labor unions in every phase of labor relations, including grievance and interest arbitrations and the negotiation of collective bargaining agreements as well as the representation of employees in wage and hour litigation and union-sponsored employee benefit plans in ERISA litigation.

39. Gelman received both his undergraduate degree (1993) and law degree (1996) from the University of Pittsburgh.

40. Gelman is admitted to the Bars of Pennsylvania and New Jersey and has been admitted to practice before the United States District Court for the Eastern, Middle and Western Districts of Pennsylvania and the United States Courts of Appeals for the Third Circuit.

41. **Ryan P. McCarthy** ("McCarthy") joined Jennings Sigmond, P.C. as an associate attorney in February 2018. He represents employee benefit plans in ERISA litigation and represents employees in wage and hour litigation.

42. McCarthy graduated from Temple University in 2012 with a Bachelor of Arts degree in History. McCarthy graduated from Drexel University, Thomas R. Kline School of Law in 2016,

and subsequently served as an Attorney Advisor in the United States Department of Labor, Office of Administrative Law Judges.

43. While in law school, McCarthy worked as a Peggy Browning Fellow at Sheet Metal Workers Local Union 19, law clerk at the Pennsylvania Human Relations Commission, and law clerk at O'Donoghue & O'Donoghue LLP, where he gained experience in ERISA collection lawsuits.

44. McCarthy is admitted to the Bars of Pennsylvania and New Jersey, and is admitted to practice in the United States District Courts for the Eastern District of Pennsylvania and District of New Jersey.

45. **Maureen W. Marra** ("Marra") has been an associate at JS since February 2015 and primarily represents multiemployer benefit funds in collections litigation, withdrawal liability and tax matters. She also represents employees in wage and hour litigation.

46. From 2010 to 2015, Marra was a legal research analyst for Bloomberg BNA and wrote extensively about employee benefits and the Affordable Care Act.

47. Marra graduated from American University in 2004 and received her law degree from Suffolk University Law School in 2010. During law school, Ms. Marra clerked with the federal Equal Employment Opportunity Commission and the Staff of the Education and Labor Committee of the U.S. House of Representatives.

48. Marra was admitted to the Pennsylvania bar in 2010 and the Virginia bar in 2017. She also is admitted to the United States District Court for the Eastern District of Pennsylvania and the United States Court of Appeals for the Third Circuit.

49. **Kevin Kennedy** ("Kennedy") was a Paralegal in the Jennings Sigmond office from May 2016 through October 2019.

50. Kennedy is experienced in electronic filing and preparation of documentation of

service of complaints and other pleadings, legal research and conducting legal due diligence, as well as other skills.

51. Kennedy received his Bachelor's Degree in Business Administration from La Salle University and a Paralegal Certificate from Villanova University.

52. Kennedy is also currently attending law school at Temple University in the night program.

53. **Nathan Foley** ("Foley") has been a Paralegal in the Jennings Sigmond office since June 2015. Mr. Foley previously served as a Paralegal at Lavin O'Neil Ricci Cedrone & Disipio from 2006 to 2012.

54. Foley is experienced in performing case investigation, corporate research, damage calculations, document management and database administration.

I HEREBY DECLARE, UNDER PENALTY OF PERJURY AND PURSUANT TO 28 U.S.C. § 1746, THAT THE ABOVE FACTS ARE TRUE AND CORRECT:

8/17/2020

Date

DocuSigned by:
James Goodley
E18C8B6113FA4C2...

James E. Goodley

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

CHERYL C. BRADLEY, *et al.*, for themselves and on behalf of all persons similarly situated, Plaintiffs, v. VOX MEDIA, INC., d/b/a SB NATION, Defendant.	Case No. 1:17-cv-01791 (CRC)
TAMRYN SPRUILL, *et al.*, for themselves and on behalf of all persons similarly situated Plaintiff, v. VOX MEDIA, INC., d/b/a SB NATION, Defendant.	Case No. 1:19-cv-00160 (CRC)
PATRICK REDDINGTON for himself and on behalf of all persons similarly situated Plaintiff, v. VOX MEDIA, INC., d/b/a SB NATION, Defendant.	Case No. 1:20-cv-01793 (CRC)

DECLARATION OF DAVID BORGEN

I, David Borgen, declare, as follows:

1. I am currently Of Counsel with Goldstein, Borgen, Dardarian & Ho ("GBDH"), a law firm in Oakland, California. I was a Shareholder of GBDH from 1998 through 2015. I am a member in good standing of the Bar of the State of California since 1981. I am counsel for all

plaintiffs in the above-captioned action. I make these statements based on personal knowledge.

2. I recommend approval of the proposed Settlement of wage and hour claims in the three above-titled actions (*Bradley*, *Spruill*, and *Reddington*), which I consider to be an outstanding result for the Plaintiffs. The Parties have proposed a settlement that will pay the former Site Managers and Content Contributors for Defendant Vox Media, Inc. amounts that I strongly believe are fair and appropriate, are in the best interests of the Settlement Classes, and will result in prompt and reasonable financial benefit to the opt-in plaintiffs, aggrieved employees, and participating class members for their claims.

ESTIMATED DAMAGES IN THE *SPRUILL* ACTION

3. The *Spruill* was originally filed in California state court in the Alameda Superior Court on September 21, 2018. Defendant removed the case to federal court and Plaintiffs agreed to relate it to the existing *Bradley* case. The operative Third Amended Complaint in *Spruill* alleges that Defendant misclassified Site Managers and other paid Content Contributors as independent contractors and failed to: (1) pay minimum wages under the California Labor Code and the applicable Wage Order from the California Industrial Welfare Commission; (2) pay overtime wages under the California Labor Code and applicable Wage Order; (3) provide meal periods in violation of the California Labor Code and applicable Wage Order; (4) provide rest periods in violation of the California Labor Code and applicable Wage Order; (5) provide accurate itemized wage statements in violation of the California Labor Code and applicable Wage Order; (6) reimburse all business expenses in violation of the California Labor Code; and (7) pay all wages owed upon separation from the company in violation of the California Labor Code. Based on these violations, Plaintiffs also alleged that Defendant violated the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

4. Plaintiff Spruill also alleged that she was an aggrieved employee under the California Private Attorneys' General Act ("PAGA"), Cal. Lab. Code §§ 2699 *et seq.* and sought civil penalties for Defendant's failure to pay the applicable minimum wage, failure to pay overtime wages, failure to provide accurate wage statements, failure to provide meal and rest periods, failure

to indemnify contributors for all business expenses, failure to pay all wages to an employee who is discharged or quits, failure to pay all wages wed twice per month, failure to keep accurate payroll records, and willful misclassification of contributors as independent contractors.

5. According to the data provided by Defendant in discovery and for mediation, there are approximately 345 class members in the *Spruill* class. Plaintiffs estimate Defendant's total exposure for Plaintiffs' California Labor Code and Wage Order claims using the assumptions that Site Managers worked approximately 20 hours per week, rarely worked overtime or missed meal and rest periods, and spent about $5 per month in business expenses. Plaintiffs assumed that paid Content Contributors worked fewer hours per week – approximately ten hours. Plaintiffs estimate that Defendant's total exposure on their California Labor Code and Wage Order claims, using the extended statute of limitations available under the Unfair Competition Law, was approximately $6,016,722.

6. Plaintiffs estimate that Defendant's total exposure on Plaintiff Spruill's representative PAGA action is approximately $6,584,450. Under PAGA, 75% of all civil penalties assessed are given to the state Labor and Workforce Development Agency, and the remaining 25% of the penalties are paid to aggrieved employees. *See* Cal. Lab. Code § 2699(i).

7. The award of such penalties is not automatic if Plaintiffs prevail on the underlying violations but is a matter of discretion for the Court under PAGA. In addition to defenses related to the merits of each violation, I anticipate that if this case proceeded in litigation that Defendant would argue that PAGA penalties cannot be "stacked" and that the Court should exercise its discretion to significantly reduce the amount of penalties. Given these risks, I view the allocation of $100,000 of the California share of the settlement (approximately $1.5 million) to be reasonable. *See Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 589 (2010) (affirming trial court's approval of settlement that allocated $0 to the plaintiffs' PAGA claim); *see, e.g., Castro v. Paragon Indus.*, No. 1:19-cv-00755-DAD-SKO, 2020 U.S. Dist. LEXIS 73765, at *38-39 (E.D. Cal. Apr. 27, 2020) (preliminarily approving a $75,000 PAGA allocation from a $3,750,000 gross settlement fund, or about 2% of the fund); *Syed v. M-I, L.L.C.*, 1:12-cv-01718-DAD-MJS, 2017 U.S. Dist. LEXIS

24880, at *33-35 (E.D. Cal. Feb. 22, 2017) (preliminarily approving a $100,000 PAGA allocation from a gross settlement fund of $7,000,000, or approximately 2.53% of the total fund); *Viceral v. Mistras Group, Inc.*, No. 15-cv-02198-EMC, 2016 U.S. Dist. LEXIS 140759, at *25-30 (N.D. Cal. Oct. 11, 2016) (approving a PAGA allocation of $20,000, less than 1% of a $6 million settlement).

8. Each *Spruill* class member who does not opt out will receive a pro rata share of the California share of the settlement fund based on the point system described in the Settlement Agreement. Additionally, each class member who is also an aggrieved employee will receive an additional amount representing their pro rata share of the $25,000 for the PAGA allocation of the Settlement (i.e. the 25% of the $100,000 PAGA allocation to be paid to aggrieved employees, with the other 75% of the allocation paid to the Labor and Workforce Development Agency). Aggrieved employees may not opt out of the Settlement, so any *Spruill* class members who are also aggrieved employees who choose to opt-out will still receive a check for their share of the PAGA allocation.

9. Plaintiffs estimate that the average award for Site Managers in *Spruill* will be approximately $9,601 (including pro-rata distributions to those class members who are also aggrieved employees for the PAGA allocation), and the average award for Content Contributors in *Spruill* will be approximately $3,025 (including pro-rata distributions to those class members who are also aggrieved employees for the PAGA allocation). These estimated awards represent an excellent result for *Spruill* class members and aggrieved employees based on the strength of their claims and anticipated risks if litigation were to continue.

10. The result in the *Spruill* Action is also notable because Plaintiffs sought injunctive relief in their original complaint filed in 2018, but in late 2019, Defendant announced that it would be eliminating its independent contractor positions for all SB Nation team sites for California-based teams and replacing them with employee positions. By around April 2020, all of Defendant's contracts with independent contractors for California-based team sites ended.

11. I believe this settlement to be fair, reasonable and adequate under the circumstances, given the delay and risks of litigation. Also notable in my opinion is the risk of non-collectability that could very well result in an uncertain economy during and following the COVID-19 pandemic,

from the expenditure of defense fees and costs, if this matter were to be litigated through judgment and appeals.

FEES AND COSTS

12. As of July 19, 2020, my firm's lodestar in the *Bradley* case is $352,970.50 and the lodestar in the *Spruill* case is $628,661.50, for a total of $981,632.00. The lodestar is supported by detailed and contemporaneously maintained billing records of time reasonably spent litigating this case, and the hourly rates of attorneys in our firm are commensurate with the rates of practitioners with similar experience in the San Francisco Bay Area legal market, where the *Spruill* case was originally filed, and what we customarily charge in California. I expect that GBDH will incur approximately an additional 50 hours of time to bring this case to a close, including: appearing at the preliminary approval hearing; preparing a motion for fees, costs and enhancements with supporting declarations from counsel and the four class representatives; addressing class member inquires and responding to any objections; preparing a final approval motion with supporting declarations from counsel and the claims administrator; appearing at the final approval hearing; and ensuring that the settlement funds are timely and correctly disbursed. With the anticipated additional work, GBDH's lodestar will be even higher.

13. GBDH has incurred costs in the amount of $82,560.33 between the *Bradley* and *Spruill* actions (through July 19, 2020) including the costs of filing fees, deposition transcripts, travel and legal research. Plaintiffs will categorize these costs in further detail in Plaintiffs' motion for final approval.

GBDH'S EXPERIENCE IN THE FIELD OF LABOR AND EMPLOYMENT LITIGATION

14. GBDH was founded in Oakland, California in 1972. For the past 48 years, GBDH has litigated class and complex public interest cases in state and federal courts nationally, representing classes of individuals against large companies and public entities in a variety of areas, including consumer protection, employment discrimination, disability rights, access to public accommodations, wage and hour violations, voting rights, and environmental justice. GBDH has long been recognized as one of the premier Plaintiffs' civil rights, employment discrimination,

disability rights, and wage and hour class action law firms in the country. GBDH has successfully litigated and resolved landmark class action and complex cases against defendants in many different industries, including technology companies, grocery and retail stores, restaurant chains, and financial services companies. GBDH has won billions of dollars of relief for plaintiffs and class members and has obtained systemic changes in unlawful and unfair practices by businesses and governmental entities alike. Every year since 2004, GBDH partners have been named "Northern California Super Lawyers" by their peers, in recognition of their outstanding legal achievements and high ethical standards. GBDH partners are rated "AV Preeminent" by Martindale Hubbell, indicating that our peers rank us at the highest level of professional excellence.

15. I received a Bachelor of Arts degree, with honors in History, from Rutgers College (New Brunswick, NJ) in 1974. I received a Juris Doctor degree from the University of California, Hastings College of the Law in 1981, Order of the Coif. I have been employed continuously in the practice of labor and employment law since 1981. From 1981 to 1990, I was employed by the Communications Workers of America ("CWA"), AFL-CIO, to practice union-side labor law. Since May 1990, I have been with my current firm in Oakland, California, representing employees in class action employment litigation.

16. Since the mid-1990's, my practice has been devoted almost exclusively to complex wage and hour litigation. During that period, I have been lead or co-lead counsel in numerous wage and hour class and collective actions. *See, e.g., Weddle v. Frito Lay, Inc.*, No. C-99-05272 PJH (N.D. Cal.) (statewide class action overtime case brought under state law, resulting in class settlement of $11.9 million); *Harrison v. Enterprise Rent-A-Car*, 1998 WL 422169 (M.D. Fla. 1998) (nationwide FLSA collective action resulting in $6.2 million settlement with companion case *Elmer v. Enterprise Rent-A-Car*, No. C-98-01571 VRW (N.D. Cal.)); *Bullock v. Auto. Club of S. Cal.*, No. SACVOl-731 GLT, 2002 WL 432003 (C.D. Cal. Jan. 28, 2002) (overtime class and collective action on behalf of sales agents throughout Southern California, Texas and New Mexico resulting in $19.5 million settlement); *Otero v. Rent-A-Center*, No. BC217038 (Los Angeles Sup. Court) (overtime class action resulting in class settlement of $3 million); and *Davis v. The Money*

Store, Inc., No. 99AS017l6 (Sacramento Sup. Court) ($6 million class settlement of overtime claims).

17. In addition to my litigation practice, I often lecture and write on employment, wage and hour, and class action issues, including presentations at conferences sponsored by the Practicing Law Institute (PLI), the American Bar Association (ABA), and the National Employment Lawyers Association (NELA). I am a Governor of the College of Labor and Employment Lawyers, a national honorary society of employment attorneys. I was named to the "Top 100" List of Northern California "Super Lawyers." A more comprehensive list of my cases, publications, and bar association projects is included in my resume, copy of which is attached as Exhibit 1.

18. Because of my significant experience in the wage and hour field, I am very familiar with the challenging nature of employment law work in the class and collective action context. These cases are difficult to manage and prosecute and demand an enormous commitment of resources and skilled trial lawyers in order to secure favorable results.

19. The other attorneys at GBDH who worked on these cases also have extensive experience in litigating class and collective actions. Laura Ho has practiced law since 1994, with an emphasis in employment litigation. Ms. Ho has been with GBDH since October 1998, became a partner in January 2005, and became a named partner in 2013. During Ms. Ho's time at GBDH, she has been responsible for all facets of class action employment and other complex litigation, from pre-filing investigation through trial and appeal. Since approximately October 1998, Ms. Ho has spent much of her time representing workers in wage and hour matters, both individually and in class and collective actions, leading to favorable statewide class action and nationwide collective action settlements that have recouped tens of millions of dollars in unpaid wages.

20. Ginger Grimes is an associate at GBDH and joined the firm in October 2016. Ms. Grimes graduated from University of California Irvine School of Law in 2015 and clerked for the Hon. Daniel R. Foley on the Intermediate Court of Appeals for the State of Hawai'i in 2015-2016.

21. Mengfei Sun joined GBDH as an associate in September 2019. Ms. Sun graduated with pro bono honors from the University of California Berkeley School of Law in May 2019.

22. The named Plaintiffs and proposed class representatives are jointly represented by GBDH and our co-counsel at Jennings Sigmond. The firms have been working cooperatively in litigating this matter and have divided this work so that tasks are accomplished efficiently and without duplication.

23. GBDH, with our co-counsel at Jennings Sigmond, has committed to supporting this litigation with adequate resources, including professional and para-professional staffing, and litigation costs. Our firm has handled many large class actions both alone and in conjunction with co-counsel firms. Our firm will continue to commit the resources required to represent the class effectively through the conclusion of this case. To my knowledge, GBDH has no conflicts of interest that would prevent the firm from providing zealous representation of the named Plaintiffs, opt-in Plaintiffs, and the members of the California and New Jersey classes.

I HEREBY DECLARE, UNDER PENALTY OF PERJURY AND PURSUANT TO 28 U.S.C. § 1746, THAT THE ABOVE FACTS ARE TRUE AND CORRECT:

Dated: 8/17/2020

DocuSigned by:
12E04A91A57E423...

David Borgen

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David Borgen is Of Counsel with Goldstein, Borgen, Dardarian & Ho, PC, "GBDH." The firm is located in Oakland, California, and represents plaintiffs and employees in complex and class action litigation, including employment discrimination, wage and hour, environmental, consumer and other public interest class actions and attorneys' fees litigation. The law firm, formerly Saperstein, Goldstein, Demchak & Baller, was founded in 1972 and has a national practice. Goldstein, Borgen has litigated class action lawsuits in Texas, New York, Florida, Nebraska, Iowa, Georgia, Missouri, Illinois, Washington, Michigan, Maryland, and Minnesota, as well as California, including the class action on behalf of women who were denied or deterred from positions as State Farm insurance sales agents, Kraszewski v. State Farm General Ins. Co., 30 FEP 197 (N.D.Cal. 1985), and the retail store gender discrimination class action, Butler, et al. v. Home Depot, Inc., 70 FEP 51 (N.D. Cal. 1996) (class action on behalf of women employees in and applicants to Home Depot Stores in its Western Division). He was lead counsel in Harrison v. Enterprise Rent-A-Car, 1998 WL 422169 (M.D. Fla. 1998) (certified as a nationwide FLSA collective action) and numerous state wage and hour class actions brought under California law. He is the President of the College of Labor and Employment Lawyers, a national honorary society. He was a member of the Board of Editors of the Bloomberg BNA Fair Labor Standards Act treatise (Third Edition, 2015). He was the first Employee Co-Chair of the ABA's Federal Labor Standards Legislation Committee. He was also a Senior Editor of the Bloomberg BNA treatise Wage and Hour Laws: A State by State Survey (Second Edition 2011). He is a graduate of University of California – Hastings College of the Law (1981) (Order of the Coif). He was a Shareholder at the firm from 1998 through 2015. Prior to joining the Goldstein firm in 1990, he was counsel for the Communications Workers of America, AFL-CIO.

BAR MEMBERSHIP

State Bar of California (Since December 1981)
United States District Courts for Northern (12/1/1981), Southern (12/17/2007), Central (11/2/1989), and Eastern (3/20/1984) Districts of California
United States Court of Appeal for the Third (10/2/2006), Seventh (12/31/2014), Ninth (12/1/1981), and Tenth (10/18/2010) Circuits

LITIGATION EXPERIENCE

(partial listing)

Bradley v. Vox Media, Inc. and Spruill v. Vox Media, Inc., Nos. 1:17-cv-01791-RMC and 1:19-cv-00160 RMC (D.D.C.), certified FLSA collective action and related California putative class

action seeking relief for allegedly misclassified independent contractor sports journalists and editors at SB Nation (pending).

Abarca v. Werner Enterprises, 2018 WL 1392909 (D. Ne., March 20, 2018), appointed Class Counsel for certified classes of California and Nebraska truck drivers seeking minimum wages.

Ayala v. U.S. Express, 2017 WL3328087 (C.D. Cal. July 27, 2017), appointed Class Counsel for Certified Class of approximately 1,000 truck drivers seeking minimum wage payments under California Law.

Godfrey v. City of Chicago, 973 F. Supp. 2d 883 (N.D. Ill. 2013), Class Counsel for African-American female applicants claiming gender discrimination in injunctive relief provided to race discrimination class; class settlement provided for new opportunities for instatement relief with make whole seniority relief; final approval was granted on March 26, 2015.

Vasich v. City of Chicago, 2013 WL 6730106 (N.D. Ill.), Class Counsel for female applicants challenging Chicago Fire Department's physical ability test that had an adverse impact on women; class settlement provided for a new less discriminatory test, hiring of class members who passed the new test and over $3.3 million in payments; final approval was granted on December 20, 2013.

Ernst v. City of Chicago, 837 F.3d 788, 2016 WL 497877 (Seventh Circuit, U.S. Court of Appeals) (trial and appellate counsel for successful Title VII claims of female applicants for Fire Department paramedic positions challenging physical ability test). Remedies trial counsel, see 2018 U.S. Dist. LEXIS 215340, 2018 WL 6725866 (Dec. 21, 2018).

Rulli v. Nielsen Company, No. 3:14-CV-01835 VC (N.D. Cal.) (Co-Lead Counsel for statewide class of Field Representatives claiming unpaid compensable travel time and penalties; $950,000 class settlement granted preliminary approval on January 12, 2015).

Schoenfeld v. SF Navigatour, No. CGC-13-527914 (Superior Court, San Francisco), Class Counsel for class of city tour guides for overtime wages and meal/rest break violations; final approval of $350,000 class settlement granted November 12, 2013.

Morazon v. Aramark, No. 13-CV-936 YGR (N.D. Cal.) (Co-Lead Counsel for laundry personnel and drivers with wage/hour claims; class action settlement of $2,750,000 granted final approval on November 15, 2013).

Roussell v. Brinker, Int'l, 2011 WL 4067171 (Fifth Circuit, U.S. Court of Appeals) (affirming $1.8 million trial verdict for unlawful tip pool September 14, 2011).

Dent v. Cox Communications Las Vegas, Inc., 502 F.3d 1141, 2007 WL 2580754, 12 WH Cases 2d 1537 (9th Cir., Sept. 10, 2007) (Lead appellate counsel; obtained reversal of district court dismissal of FLSA overtime claims due to inadequate DOL WH-58 Release form).

Parks v. Eastwood Ins. Svc., Inc., 2007 WL 1430289 (9th Cir. 2007) (affirming attorneys fees award in overtime case).

Garcia v. Oracle, No. RG 07321026 (Superior Court, Alameda County) (co-counsel for three sub-classes of IT support employees seeking overtime pay under state law; class certified by Order dated October 15, 2010; final approval of $35 million class action settlement granted on March 8, 2012).

Hallissey v. America Online, Inc., No. 99-CV-03785 KTD (S.D.N.Y.) (class counsel for settlement class in class and collective action for chatroom coordinators for back wages while misclassified as volunteers; final approval of $15 million settlement granted May 20, 2010).

Applegate-Walton v. Olan Mills, No. 3-10-CV-00224 (M.D. Tenn.) (class counsel for settlement class of studio photographers for pre-shift work; final approval of $3 million settlement granted on August 2, 2010).

Signorelli v. Utiliquest, LLC, No. 5:08-CV-38 (M.D. Fla.) (class and collective action settlement resolving compensable time claims (federal and state) of utility locators for $10 million granted on July 25, 2008).

Stahl v. Mastec, Inc., No. 8:05-CV-1265-T-27 TGW (M.D. Fla.) (class and collective action settlement resolving compensable time claims of satellite dish installers nationwide for $13,137,365 granted in May 2008).

Mousai v. E-Loan, Inc., No. C-06-1993-SI (N.D. Cal.) (Plaintiff Class Settlement Counsel for class of mortgage loan officers seeking overtime; final approval of $13.6 million settlement granted May 30, 2007).

Lipnick et al. v. Sprint/United Management Company, No. CIV 463110 (San Mateo County Superior Court) (Co-Counsel for putative Class of call center employees seeking back pay under the FLSA and state law, filed May 21, 2007; subsequently transferred to D. Kansas for review of proposed consolidated settlement; final approval of $2 million class action settlement granted on August 25, 2009).

Vasquez v. Bank of America, No. 1168845 (Superior Court, Santa Barbara County) (Co-Lead Counsel for statewide class of Liability Risk Analysts seeking overtime pay; final approval granted on February 1, 2007, as to $2,500,000 class settlement).

Rosenberg v. IBM, No. 06-00430 PJH (N.D. Cal.) (Co-Counsel for putative nationwide FLSA and multi-state class of technical services workers), filed January 24, 2006; final approval of nationwide $65 million settlement granted July 11, 2007).

Chou v. Starbucks Corp., No. GIC 836925 (Superior Court, San Diego County) (Co-Lead Class Counsel for certified class action on behalf of baristas challenging unlawful tip pool in California stores; judgment for $105 million after bench trial – June 3, 2008).

Rankin v. Longs Drug Stores, No. GIC 837068 (Superior Court, San Diego County) (Lead Class Counsel for certified class of applicants for employment in California stores seeking statutory penalties for unlawful inquiry into misdemeanor marijuana convictions more than two years old).

Levy v. Verizon Information Services, Inc., 2007 WL 1747104 (E.D.N.Y.) (Co-Counsel for multi-state collective action for “yellow book” sales personnel; collective action notice approved, June 11, 2007).

Pearman v. California State Automobile Association (CSAA), No. R05227458 (Superior Court, Alameda County) (Co-lead counsel for multistate class and collective action for overtime pay for insurance sales agents; final approval granted on January 24, 2006, for $11,230,000 settlement).

Grazier v. Walgreens Co., No. RG05-0228473 (Superior Court, Alameda County) (Co-lead counsel for "MGT Assistant Managers" seeking relief for missed meal periods under state law; final approval granted on November 14, 2005, for $3,800,000 class settlement).

Nitzberg v. Citicorp, No. 604423-06 (Supreme Court, New York) (Co-Counsel for class of investment brokers seeking overtime pay; final approval of $2.5 million class action settlement granted on March 12, 2009).

Zheng v. Siebel Systems, Inc., No. CIV 435601 (Superior Court, San Mateo County) (Counsel with Dickson-Ross LLP for software engineers; final approval granted on April 27, 2007, for $27.5 million class settlement of overtime claims).

Dunwiddie, et al. v. Central Locating Services, No. 5:04-CV-315-OC-106 (M.D. Fla.) (Co-counsel in certified nation-wide collective action under FLSA and in related actions in New York and Washington; global settlement in excess of $8 million in 2006).

Bullock v. Automobile Club of Southern California, No. SACV01-731GLT, 2002 WL 432003 (C.D. Cal.) (Lead counsel in FLSA collective action certified for over 500 opt-in Sales Agent plaintiffs and settled in conjunction with Rule 23 class for a total of 1,300 claims in the amount of $19.5 million; final approval granted December 6, 2004).

Angione v. PSS World Medical, Inc., No. 3:02-CV-854-J-25TJC (M.D. Fla.) (Co-lead counsel; nationwide FLSA collective action notice ordered February 21, 2003; final approval of $3 million settlement ordered on November 5, 2004).

Ramirez v. Labor Ready, Inc., No. 836186-2, 2002 WL 1997037 (Superior Court, Alameda County) (Lead counsel for class of 300,000 temporary day laborers seeking unpaid wages and reimbursement of expenses; certified on July 12, 2002; final approval of $1.9 million class settlement granted on August 2, 2004).

Cowan v. GEICO, No. GIC 810166 (Superior Court, San Diego County) (Co-lead counsel for proposed class of over 3,000 telephone center workers seeking overtime pay; filed May 5, 2003; final approval of $3.3 million settlement granted on July 9, 2004).

Marroquin v. Bed Bath & Beyond of California, No. RG04145918 (Superior Court, Alameda County) (Lead counsel for statewide class of salaried department managers; final approval of $2,980,000 settlement granted on June 22, 2004).

Mitchell v. Metropolitan Life Ins. Co., No. 01-CIV-2112 (WHP) (S.D.N.Y.) (Co-lead counsel for nationwide class of 3,600 female insurance sales agents and managers; final approval of $13.4 million class settlement granted on November 6, 2003).

Miskell v. Automobile Club of Southern California, No. 01CC09035 (Superior Court, Orange County) (Co-lead counsel in class action stating overtime claims for insurance claims adjusters; final approval granted in May 2003 for $2.5 million settlement).

Thomas v. CSAA, No. CH217752-0 (Superior Court, Alameda County) (Class counsel for class of 1200 insurance claims adjusters; final approval of $8 million settlement for overtime claims, granted in May 2002).

Weddle v. Frito-Lay, Inc., No. C 99-05272 PJH (N.D. Cal.) (Co-lead counsel in litigation seeking class relief statewide for overtime claims; final approval of $11.9 million class settlement granted February 2001).

D'Imperio v. Nation's Foodservice, Inc., No. C-00309 PJH (N.D. Cal.) (Lead counsel in overtime class action for 90 restaurant managers; final approval granted in 2001 to $950,000 settlement).

Davis v. The Money Store, No. 99A501716 (Superior Court, Sacramento) (Lead counsel in litigation seeking class relief statewide for overtime claims; $6 million class settlement approved December 2000).

Otero v. Rent-A-Center, No. BC 217038 (Superior Court, Los Angeles) (Lead counsel in litigation seeking class relief statewide for overtime claims resulting in $3 million settlement in 2000).

Babbitt v. Alberson's, Inc., No. C-92-1883-SBA (N.D. Cal.) (Statewide Title VII class action resulting in injunctive relief and $29 million monetary settlement).

Butler v. Home Depot, 70 FEP Cases 51 (N.D. Cal.) (Gender discrimination class action that resulted in monetary relief of $87 million and injunctive relief covering the western region of Home Depot).

Byrd v. Sprint Corp., No. CV 92-18979 (Sup. Ct. Missouri) (Common law tort and contract class action on behalf of persons who sold long-distance service that resulted in a recovery of $62.5 million).

DeSoto v. Sears Roebuck & Co., No. RG 03096692 (Superior Court, Alameda County) (Co-lead counsel for statewide class of 2,700 home repair technicians certified on September 21, 2004); class and collective action nationwide settlement ($15 million) approved over objections in Lenahan v. Sears, Roebuck and Co., 266 Fed. Appx. 114 (3d Cir. 2008)).

Elmer v. Enterprise Rent-A-Car, No. C-98-01571 VRW (N.D. Cal.) (Lead counsel in statewide class action overtime compensation case; the two Enterprise cases resulted in $6 million in monetary relief).

Hogan v. Allstate Ins. Co., 210 F. Supp. 2d 1312 (M.D. Fla.) (Lead counsel in FLSA action; nationwide collective action notice ordered to 8,500 sales agents in May 2001).

Harrison v. Enterprise Rent-A-Car, 1998WL 422169 (M.D. Fla. 1998) (Lead counsel in nationwide collective action under Fair Labor Standards Act).

Herring v. SaveMart, No. C-90-3571 BAC (N.D. Cal.) (Title VII class resulting in injunctive relief and $6.3 million monetary settlement).

CONFERENCE PRESENTATIONS AND PUBLICATIONS

American Bar Association – Section of Labor & Employment Law, Federal Labor Standards Legislation Committee Midwinter Meeting, "Litigating as an Attorney of Color/LGBTQ Attorney" (Speaker, February 19, 2020), Los Cabos, Mexico.

National Employment Lawyers Association (NELA), "Key Cases and Shifting Grounds in the FLSA" (Denver, CO), April 12, 2019.

American Bar Association (ABA), Labor and Employment Law Section Annual Conference, "Mediation Strategies: Advanced Techniques and Cutting Edge Case Developments in Wage Hour Litigation and Settlements" (Panelist, November 8, 2018), San Francisco, CA.

American Bar Association – Section of Labor & Employment Law, Newsletter (Winter 2018, Vol. 46, No. 2): "The Newest Hollywood Blockbuster: Inclusion Riders."

Alameda County Bar Association (ACBA), 8th Annual Employment Law Symposium, "Openings/Closings" (November 3, 2017), Oakland, CA.

American Bar Association – Section of Labor & Employment Law, 10th Annual Conference, "Who Is An Employee? Expansive Considerations of Coverage," Chicago, IL (November 10, 2016).

National Employment Lawyers Association (NELA), "Hot Topics in Wage & Hour Law," Sixteenth Annual Convention, Los Angeles, CA (June 24, 2016).

American Bar Association – Section of Labor & Employment Law, 9th Annual Conference, Panelist, "Compensable Time Under the FLSA in the Wake of Integrated Staffing Solutions v. Burk," Philadelphia, PA (November 5, 2015).

American Bar Association – Section of Labor & Employment Law, "Tyson Foods and Other Threats to Employment Class Actions," (Fall 2015, Vol. 44, No. 1)

American Bar Association – Section of Labor & Employment Law, a book review of Just Mercy (by author Bryan Stevenson) (Spring 2015, Vol. 43, No. 2)

National Employment Lawyers Association (NELA), "A Conversation With the Solicitor of Labor" (Moderator for discussion with USDOL SOL Patricia M. Smith), at Protecting Pay: Representing Workers With Wage & Hour Claims MCLE Seminar, Washington, DC (April 24, 2015).

American Bar Association (ABA) Labor and Employment Law Section, Federal Labor Standards Legislation Committee Mid-Winter Meeting, "Litigating Attorneys' Fees in Fee Shifting Cases," Puerto Vallarta, MX (February 27, 2015)

Colorado Bar Association, National CLE Conference, "Wage and Hour Law: 2014 Developments," Vail, CO (January 8, 2015)

State Bar of California Fourth Annual Advanced Wage & Hour Conference, Panelist, "Wage & Hour Update: The Year in Review," Los Angeles, CA (July 30, 2014)

National Employment Lawyers Association (NELA), "Trying Wage and Hour Class and Collective Actions: Duran and the Challenges Ahead," Chicago, IL (March 9, 2013)

Bridgeport Continuing Education, 11th Annual Wage & Hour Litigation & Management Conference, "Settlement Preparations, Strategies & Management," Los Angeles, CA (December 14, 2012).

American Bar Association (ABA) Labor and Employment Law Section 6th Annual Conference, "Compliance Issues," Atlanta, GA (November 2, 2012).

Bloomberg BNA, FLSA Litigation Tracker, "David Borgen Discusses Supreme Court's Christopher v. GlaxoSmithKline Ruling, Implications on FLSA Litigation," October 1, 2012.

American Conference Institute's 16th National Forum on Wage/Hour Claims and Class Actions, Panelist, "Plaintiffs' Bar Session," San Francisco, CA (September 28, 2012).

State Bar of California, Labor & Employment law Section, 2nd Annual Advanced Wage and Hour Conference, "Wage and Hour Update," Los Angeles, CA (July 25, 2012)

National Employment Lawyers Association (NELA), Annual Convention, "Cutting Edge Issues in Winning Section 216(b) Collective Actions," San Diego, CA (June 22, 2012)

Colorado Bar Association, National CLE Conference, "Wage and Hour Law Update," Aspen, CO (January 5, 2012)

American Bar Association (ABA), Labor and Employment Law Section, 5th Annual Conference, "Trying Wage and Hour Collective/Class Actions," Seattle, WA (November 3, 2011).

National Employment Lawyers Association, "Significant Legal Developments In Wage and Hour Law," Washington, D.C. (October 21, 2011).

Bridgeport, 7th Annual Wage & Hour Litigation Conference, Co-Chair, San Francisco, CA (October 13-14, 2011).

American Conference Institute's 13th National Forum on Wage Hour Claims and Class Actions, Panelist, "View from Plaintiffs' Bar," San Francisco, CA (September 20, 2011).

State Bar of California, Labor and Employment Law Section, Wage & Hour Class Actions After AT&T Mobility v. Concepcion, "Case Law Update," Los Angeles, CA (August 17, 2011).

Colorado Bar Association, National CLE Conference, Vail, Colorado (January 6, 2011) "Wage and Hour Law Overview and Update."

Bridgeport Continuing Education, Eighth Annual Wage & Hour Litigation Conference, Los Angeles, CA (December 15, 2010), "Litigating Hybrid FLSA/State Law Collective and Class Actions."

American Bar Association (ABA), Labor and Employment Law Section and ABA Center for CLE, "Potpourri of 'Hot Topics': Wage and Hour Litigation," (November 17, 2010), live audiocast.

State Bar of California, Labor and Employment Law Section, "Litigating Wage and Hour Class Actions, "San Francisco, CA (November 16, 2010).

American Bar Association, Labor and Employment Law Section, 4th Annual Conference, "Get into the Game: The Latest News and Developments in Wage and Hour Litigation, "Chicago, IL (November 5, 2010).

American Bar Association, Annual Meeting, "Wage and Hour Basics," San Francisco, CA (August 7, 2010).

California Employment Lawyers Association (CELA), Sixth Annual Wage and Hour Seminar, Oakland, CA (April 30, 2010), "Latest Defense Tactics and How to Counteract Them."

Daily Labor Report (BNA), "Clash of the Titans: IQBAL and Wage and Hour Class/Collective Actions," with Lin Chan, Esq., 80 DLR L-1 (April 28, 2010).

Colorado Bar Association, National CLE Conference, Vail, Colorado (January 7, 2010), "Wage and Hour Law Overview and Update."

American Bar Association, Labor and Employment Law Section, 3rd Annual CLE Conference, Moderator, "Litigating Wage and Hour Class Actions," Washington, D.C. (November 6, 2009).

American Conference Institute's 8th National Advanced Forum on Wage & Hour Claims and Class Actions, Panelist, "View from the Plaintiff's Bar: Adapting Your Litigation Strategies in Light of New and Innovative Claims," San Francisco, CA (October 29, 2009).

Colorado Bar Association, National CLE Conference, Vail, Colorado (January 4, 2009), "Wage and Hour Law Overview and Update."

The National Farmworker Law Conference, Panelist, "Expert Witnesses in Farmworker Litigation," Washington, D.C. (November 21, 2008).

American Conference Institute's 6th National Institute on Wage & Hour Claims and Class Actions, Panelist, "Wage and Hour Class Actions: Winning the Certification Battle," San Francisco, CA (October 28, 2008).

The Federal Judicial Center, Fair Labor Standards Act (5065-v108), DVD training program for Federal Judicial Law Clerks, Washington, D.C. (October 2008).

American Bar Association, Labor and Employment Law Section, 2nd Annual CLE Conference, Moderator, "White Collar Exemptions," Denver, CO (September 12, 2008).

National Employment Lawyers Association (NELA), Annual Convention, Moderator for Panel – "Wage & Hour Trials, Tribulations, and Triumphs," Atlanta, GA (June 26, 2008).

Minnesota State Bar Association, Upper Midwest Employment Law Institute, "Advanced Trial Practice: How to Bring and Defend the FLSA Case," St. Paul, MN (May 30, 2008).

Minnesota NELA, Annual Spring Dinner, Keynote Address, St. Paul, MN (May 29, 2008).

California Employment Lawyers Association 4th Annual Advanced Wage and Hour Seminar, Panelist, "Pre-certification Conduct and Communications," Oakland, CA (May 9, 2008).

American Bar Association, Section of Labor and Employment Law, Equal Employment Opportunity (EEO) Committee National Conference on EEO Law, "The FLSA At the Frontier: Overtime Exemptions After the New Regs" (with Jinny Kim), March 28, 2008 (Tucson, AZ).

American Bar Association, Section of Labor and Employment Law and ABA Center for CLE Teleconference, "Fair Labor Standards Act Hot Topics," (February 6, 2008), live audiocast.

Colorado Bar Association, National CLE Conference, Vail, Colorado (January 6, 2008), "Major Areas of Liability in Wage and Hour Law."

American Bar Association, Labor and Employment Law Section, Annual CLE Conference, Moderator, "Litigating Wage and Hour Class Cases from A to Z," Philadelphia, PA (November 8, 2007).

National Employment Lawyers Association, Representing Workers in Individual and Collective Actions Under the FLSA, Program Committee Co-Chair and Moderator, New Orleans, LA (October 19-20, 2007).

American Conference Institute's 5th National Forum on Wage & Hour Litigation, Panelist, "Dispositive Motions: Attacking Wage and Hour Claims or Defenses," San Francisco, CA (October 3, 2007).

Employee Rights and Employment Policy Journal (Chicago-Kent College of Law), "Advanced Issues in FLSA Collective Actions: Joint Employment," Vol. 10, No. 2 (2006).

National Employment Lawyers Association Annual Convention, Moderator/Panelist, "The New Era of Enforcing Workers' Rights Under the FLSA," San Juan, Puerto Rico (June 28, 2007).

California Employment Lawyers Association, Advanced Seminar on Getting To and Through a Class Action Trial, Panelist, "Class Action Trial Plans," El Segundo, CA (May 11, 2007).

American Conference Institute's 4th National Forum on Wage & Hour Claims and Class Actions, Panelist, "Achieving or Defeating Class Certification in Wage & Hour Cases," New York, New York (April 26, 2007).

University of California, Boalt Law School (Berkeley), Guest Lecturer, "Examining a Class Action on Behalf of Temporary Workers," Representing Low Wage Workers Seminar, Law 283 (January 30, 2007.)

Colorado Bar Association, National CLE Conference, Aspen, Colorado (January 7, 2007), "Major Areas of Liability in Wage & Hour Law."

Practicing Law Institute (PLI), 35th Annual Institute on Employment Law, San Francisco, California and Live Webcast, October 31, 2006, Panelist: "Compensation and State Law Wage Claims."

The Labor and Employment Law Section of the State Bar of California, Annual Meeting, General Session re "Top Ten Wage and Hour Developments," San Jose, California, October 27, 2006.

American Conference Institute, National Forum on Wage & Hour Claims and Class Actions, Panelist: "Wage and Hour Class Certification: Strategies and Winning Arguments," San Francisco, California, October 26, 2006.

California Labor & Employment Law Review, State Bar of California and Employment Law Section, Volume 20, No. 2 (Spring 2006), "Book Review: Getting Even: Why Women Don't Get Paid Like Men – And What To Do About It."

Colorado Bar Association, National CLE Conference: Labor & Employment Law, Aspen, Colorado, January 4, 2006, "Major Areas of Liability in Wage and Hour Law."

American Bar Association, Section of Labor and Employment Law and ABA Center for CLE Teleconference and Live Audio Webcast, "The Supreme Court Speaks: Compensable Time as a Result of IBP, Inc. v. Alvarez" (December 14, 2005).

National Employment Lawyers Association (NELA), Impact Litigation Seminar (Program Committee), Cambridge, MA (October 14-15, 2005); Panelist: "Advanced Issues in Collective Actions."

American Bar Association, Section of Labor and Employment Law, Mid-Winter Meeting of the Equal Employment Opportunity Committee, April 7, 2005 (Naples, Florida): "The FLSA Trajectory: Challenges on the Horizon," Panelist regarding FLSA representative actions.

American Bar Association, Labor and Employment Law Teleconference, "The Wave Continues … 1500 New FLSA Class Actions Filed in 2004 ... More Expected in 2005," (March 2, 2005), Panelist on national MCLE teleconference program.

American Bar Association, Federal Labor Standards Legislation Mid-Winter Meeting, Cancun, Mexico, February 17, 2005, FLSA Panel: Discussion of Current Issues.

Law Education Institute, National CLE Conference (Colorado State Bar Association), Aspen, Colorado (January 5, 2005), "How Long Can You Go? Current Issues in Wage and Hour Law."

American Bar Association, Section of Labor and Employment Law, and Bar Association of San Francisco, "Fair Labor Standards Act/Family Medical Leave Act Basic Law and Procedures," Program Chair and Moderator (December 9, 2004).

American Bar Association Annual Convention, Atlanta, GA, August 10, 2004, Moderator, "Wage and Hour Update: The New FLSA Regulations and Litigation Issues."

American Bar Association Annual Convention, Atlanta, GA, August 9, 2004, Panelist "In-House v. Outside Counsel – What We Want From Each Other."

National Employment Lawyers Association (NELA), Annual Convention Speaker, "Advanced FLSA Collective Actions Panel," San Antonio, TX (June 24, 2004).

Minnesota State Bar Association, Labor and Employment Section, Annual Upper Midwest Employment Law Institute, St. Paul, MN (May 26, 2004), Plenary Speaker, "The New FLSA Wage and Hour Regulations."

Placer County Bar Association, Continuing Education Conference, Lake Tahoe, California (April 24, 2004), "Wage/Hour Litigation."

American Bar Association, Section of Labor and Employment Law, Mid-Winter Meeting of the Federal Labor Standards Legislation Committee, February 19-20, 2004 (St. Thomas, USVI): Annual Report on FLSA Developments.

Law Education Institute, National CLE Conference, Aspen, Colorado (January 6, 2004), "Class Certification and Decertification: Advocacy, Strategy, and Tactics."

Employee Rights and Employment Policy Journal (Chicago-Kent College of Law), "Litigation of Wage and Hour Collective Action Under the Fair Labor Standards Act," with Laura L. Ho, Vol. 7, No. 1 (2003).

National Employment Law Project, et al. Representing Workers and Low-Income Plaintiffs: Tax Consequences in Administration of Settlements and Resolving I.R.S. Controversies, Oakland, CA, October 24, 2003.

State Bar of California, Labor and Employment Law Section Annual Meeting, San Diego, CA, October 10, 2003, "Wage and Hour Law – Reloaded."

California State Bar Law and Employment Law Section, California Labor & Employment Law Review, Vol. 17, No. 5 (September 2003), "Can We Talk?" (regarding communications in state class actions).

National Employment Lawyers Association (NELA), Program Committee and Panelist, "Protecting Employee Rights Under the FLSA, FMLA and Equal Pay Act," San Francisco, CA (March 7-8, 2003).

American Bar Association, Section of Labor and Employment Law, Mid-Winter Meeting of the Federal Labor Standards Legislation Committee, February 19-21, 2003 (Puerto Vallarta, Mexico): Annual Report on FLSA Developments.

Contra Costa County Bar Association, MCLE Spectacular, Panelist, New Developments in Wage & Hour Law and Use of California's Unfair Competition Law, Walnut Creek, CA (November 22, 2002).

State Bar of California, Labor and Employment Section, Annual Meeting, Wage & Hour Update: Where Are We Two Years After AB60? (San Jose, CA), November 15, 2002.

Practicing Law Institute, Annual Institutes on Employment Law (New York, NY and/or San Francisco, CA) November 1, 2005; November 2, 2004; November 4, 2003; October 2002; October 2001; October 2000; October 1999; October 1998: Major Developments in Employment Law: Plaintiffs' Perspective; Wage/Hour Developments.

BNA Wage Hour & Leave Report, "Production Dichotomy Test for FLSA's Administrative Exemption Still Useful," Vol. 1, No. 18, September 13, 2002, pp. 465-466.

American Bar Association Annual Convention, Washington, D.C., August 12, 2002, Moderator, "Litigation of FLSA Collective Actions: Strategies for Plaintiffs' and Defendant's Counsel."

California State Bar Labor and Employment Section, California Labor and Employment Law Quarterly, Vol. 16, No. 3 (May 2002), "Yarbrough v. Labor Ready: Class Action to Enforce California Wage Laws."

Pacific Coast Labor & Employment Law Conference (Seattle, WA), May 2, 2002, Wage & Hour Litigation – The New Wave of Class Actions: Substantive Developments and Litigation Strategies.

BNA Wage Hour & Leave Report, "Questions Arise Over Rules for Collective Actions Under FLSA," Vol. 1, No. 3, February 1, 2002, pp. 77-79.

ABA Section of Labor and Employment Law Mid-Winter Meeting of the Federal Labor Standards Legislation Committee, February 2002 (Miami Beach, FL): Annual Report on FLSA Developments.

Associate Editor, The Fair Labor Standards Act, 2001 and 2002 Cumulative Supplements, Bureau of National Affairs, Inc.

California Employment Law Council, Guest Speaker, Annual Meeting, November 8, 2001, "A Plaintiff's Perspective on Wage/Hour Issues."

American Bar Association Annual Convention, Chicago, August 5, 2001, "The Basics: Fair Labor Standards Act."

National Employment Lawyers Association Annual Convention, Seattle, June 28, 2001, "Selected Issues Under the FLSA and Equal Pay Act".

American Bar Association, Section of Labor and Employment Law and Golden Gate University School of Law, Institute on the Fair Labor Standards Act and the Family Medical Leave Act, Moderator, San Francisco, California (June 6, 2001).

Organization Resources Counselor, Inc., Employment Law and Litigation Group, Guest Speaker, Employment Law From Plaintiffs' Perspective, New York, New York (May 31, 2001).

The Recorder Roundtable: Employment Law Developments, May 8, 2001 (San Francisco).

ABA Section of Labor and Employment Law Mid-Winter Meeting of the EEO Committee, February 2001 (Sanibel Harbor, FL): An Introduction to Litigating FLSA Collective Actions for the EEO Lawyer.

ABA Section of Labor and Employment Law Mid-Winter Meeting of the Federal Labor Standards Legislation Committee, February 2001 (La Romana, Dominican Republic): Annual Report on FLSA Developments.

California State Bar Labor and Employment Section, California Labor & Employment Law Quarterly (Winter 2000), "Overtime Pay – Who's Eligible, Who's Not?" (with Aaron Kaufmann).

National Employment Law Institute July 2000 (San Francisco): Recent Developments in Equal Employment Law from the Perspective of Plaintiffs' Attorneys.

ABA Labor and Employment Law Section Annual Meeting July 8-11, 2000 New York: Federal Labor Standards Legislation Committee Program. Unique aspects of litigation and settling opt-in class actions under the Fair Labor Standards Act, The Age Discrimination in Employment Law Act and the Equal Pay Act.

Lawcast: Employment and Labor, Vol. VI, No. 7 (April 24, 2000), audiocassette re wage/hour developments.

National Public Radio (KALW) April 12, 2000: "Know Your Legal Rights," on wage and hour issues.

ABA Section of Labor and Employment Law
Mid-Winter Meeting of the Federal Labor Standards Legislation Committee February 2000 (Key West, FL): Panel Discussion: Unique Aspects of Litigating and Settling FLSA Cases.

Organization Resources Counselors, Inc. Workforce Opportunity Network
February 2000 (Los Angeles, CA): What's Hot in 2000: A Plaintiffs' Attorney's View of Discrimination.

National Lawyers Guild, Annual Convention
October 1999 (San Francisco): The Future of Employment Law Practice (Workshop Moderator).

ABA Labor and Employment Law Section
August 1999 Annual Meeting (Atlanta, GA): Class Actions in Employment Law.

National Employment Lawyers Association, Annual Convention, June 1999 (New Orleans): Collective and Class Action Strategies in Overtime Litigation.

National Employment Lawyers Association, Annual Convention 1997 (Toronto): Maximizing Recoveries Under the Damages Caps of the Civil Rights Act of 1991; Attorneys Fees: The Basics.

Los Angeles County Bar Association Labor and Employment Law Section Symposium 1998 (Los Angeles): Affirmative Reactions: The Future of Race-Conscious Remedies for Employment Discrimination.

State Bar of California Labor and Employment Law Section (San Francisco 1997): Legal Ethics for Employment Lawyers.

National Lawyers Guild (San Francisco 1992): How to Use Experts to Prove Damages – Employment, Tort and Discrimination Cases.

ABA Labor and Employment Law Section
1992 Mock Trial Program (San Francisco, CA and Washington, D.C.): Presenting and Defending an Americans with Disabilities Act Lawsuit.

PROFESSIONAL ASSOCIATIONS

Fair Labor Standards Act Protocols Committee, a project of the Federal Judicial Center ("FJC") and the Institute for the Advancement of the American Legal System (U. of Denver) ("IAALS") to draft initial discovery rules for FLSA cases. See Daily Legal Report (January 29, 2018).

Editor, ABA's Section of Labor and Employment Law Newsletter (2014 – 2016)

College of Labor and Employment Lawyers (Fellow; Board of Governors: Treasurer (2016-2017); Secretary (2017-2018); Vice-President (2019); President (2020).

American Bar Association (ABA), Labor and Employment Law Section, Council Member (2016-2020); Co-Chair (7th Annual Conference, 2013); Vice-Chair (6th Annual Conference, 2012); Co-chair, Committee on CLE/Institutes and meetings (2008-2011); Co-chair, Committee on Federal Labor Standards Legislation (2004 – 2007); Co-chair, Fair Labor Standards Act Sub-Committee (2000 – 2004); National Programs Subcommittee, Co-chair (2007-2008).

Labor and Employment Section – State Bar of California.

National Employment Law Project's (NELP), National Wage and Hour Clearinghouse Advisory Board (former).

National Employment Lawyers Association (NELA) – Wage and Hour Practice Group Co-Chair (former).

Bureau of National Affairs (BNA), Wage Hour & Leave Report Advisory Board (2001-2003).

National Lawyers Guild (NLG), received San Francisco Chapter's "Champion of Justice" award (April 5, 2008).

AFL-CIO Wage-Hour Working Group (2008)

PRESS

Law Dragon: Listed for "500 Leading Plaintiff Employment Lawyers" (2018-2019)

Martindale-Hubbell 2013 Top Rated Lawyer in Labor & Employment

Selected to "The Top 100" Northern California Superlawyers (2012)

California Lawyer, November 2011, "Labor and Employment Roundtable."

Featured as one of the San Francisco Bay Area's "top attorneys" in employment law, in The Recorder Special Report (March 15, 2004).

Listed in Oakland magazine March-April 2006 and March 2007 articles on "The Best Lawyers in the East Bay."

Listed in The Best Lawyers in America (Wood/Whyte).

San Francisco Daily Journal, April 2, 2008, profile, p. 3.

Selected as “SuperLawyer” in the Northern California Super Lawyers Magazine (2006-2020).

Listed in San Francisco Business Times, 2009 The Best Lawyers in the Bay Area, February 6, 2009.

Selected for The Best Lawyers in America in the specialty of Labor and Employment Law.

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DN TIE UNDTED STATES DDSTRDCT COURT
FOR TIE DDSTRDCT OF COLUMBDA

CHERYL C. BRADLEY, *et al.*, for themselves and on behalf of all persons similarly situated, Plaintiffs, v. VOX MEDIA, INC., d/b/a SB NATION, Defendant.	)	Case No. 1:17-cv-01791 (CRC)
TAMRYN SPRUILL, *et al.*, for themselves and on behalf of all persons similarly situated Plaintiff, v. VOX MEDIA, INC., d/b/a SB NATION, Defendant.	)	Case No. 1:19-cv-00160 (CRC)
PATRICK REDDINGTON for himself and on behalf of all persons similarly situated Plaintiff, v. VOX MEDIA, INC., d/b/a SB NATION, Defendant.	)	Case No. 1:20-cv-01793 (CRC)

OMNDBUS CLASS/COLLECTDVE ACTDON SETTLEMENT AGREEMENT

The Parties (defined below) hereby **STDPULATE** and **AGREE** that the Actions (defined below) is settled pursuant to the following terms and conditions and subject to judicial approval:

1. Definitions.

"Actions" means collectively, the *Bradley* Action, the *Spruill* Action and the *Reddington* Action.

"Administrator" means RG2 Claims Administration LLC.

"Agreement" means this Omnibus Class/Collective Action Settlement Agreement.

"*Bradley* Action" means *Bradley, et al. v. Vox Media*, D.D.C. No. 17-01791.

"California Released Claims" means all claims arising prior to the earlier of August 5, 2020 or the Preliminary Approval Date relating to the *Spruill* Class Members' alleged misclassification or pay, or any other wage and hour or benefits claims that were or could have been asserted under state or federal law in the *Spruill* Action. For the avoidance of doubt, this includes, but is not limited to, the claims and facts alleged in the Third Amended Complaint that Defendant: (1) failed to pay the applicable minimum wage; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to provide rest periods; (5) failed to provide accurate itemized wage statements; (6) failed to reimburse business expenses; (7) failed to pay all wages owed upon termination; and (8) engaged in unfair business practices under the California Business and Professions Code sections 17200 *et seq.* (the California Unfair Competition Law).

"Class Counsel" means Goldstein, Borgen, Dardarian & Ho ("GBDH") and Jennings Sigmond, P.C. ("JS").

"Class/Collective Members" means collectively, members of the *Bradley* Collective, the *Spruill* Class and the *Reddington* Class.

"Court" means the United States District Court for the District of Columbia.

"Defendant" means Vox Media, LLC, f/k/a Vox Media, Inc.

"Defense Counsel" means Gibson, Dunn & Crutcher LLP.

"Effective Date" means (i) 35 calendar days after the Court enters an order granting final approval of the Settlement and dismissing the Actions or (ii) if final approval is appealed and upheld, 3 business days after all avenues for appellate review are exhausted.

"Final Approval Date" means the date on which the Court enters the anticipated order finally certifying the classes/collective for settlement purposes and finally approving the Settlement.

"FLSA Released Claims" means all claims arising prior to the earlier of August 5, 2020 or the Preliminary Approval Date, relating to the Opt-In Plaintiffs' alleged misclassification or pay, or any other wage and hour or benefits claims that were or could have been asserted under state or federal law in the *Bradley* Action. For the avoidance of doubt, this includes, but is not limited to, the claims and facts alleged in the Amended Complaint that Defendant.: misclassified Site Managers as independent contractors and failed to pay the applicable minimum wage and all overtime wages under the federal Fair Labor Standards Act.

"Maximum Settlement Amount" means 4 million dollars ($4,000,000.00).

"Named Plaintiff Released Claims" means all claims known or unknown, suspected or unsuspected, that Named Plaintiffs had, now have, or may hereafter claim to have had against the Released Parties arising out of, or relating in any way to, their engagement with, work for, or termination of their engagement with the Released Parties, arising or accruing from the beginning of time up through the earlier of August 5, 2020 or the Preliminary Approval Date.

"**Named Plaintiffs**" means collectively, Cheryl Bradley, Maija Varda, John Wakefield, Tamryn Spruill, Jacob Sundstrom and Patrick Reddington.

"**Net Settlement Amount**" means the Maximum Settlement Amount minus approved Class Counsel Fees, Costs, Administration Costs and Service Awards.

"New Jersey Released Claims" means all claims arising prior to the earlier of August 5, 2020 or the Preliminary Approval Date relating to the *Reddington* Class Members' alleged misclassification or pay, or any other wage and hour or benefits claim that was or could have been asserted under state or federal law in the *Reddington* Action. For the avoidance of doubt, this

includes, but is not limited to, the claims and facts alleged in the Complaint that Defendant misclassified Site Managers and Contributors as independent contractors and failed to pay the applicable minimum and overtime wages under the Fair Labor Standards Act and the New Jersey Wage and Hour Law and their amendments.

"Notice Forms" means the documents attached as Exhibits 1 and 2.

"Opt-Dn Plaintiffs" means all individuals who filed valid notices of consent to join the *Bradley* Action (except for those individuals who withdrew prior to the date of execution of this Agreement) as well as the Named Plaintiffs in the *Bradley* Action.

"PAGA Aggrieved Employees" means all current and former paid contributors to Vox Media, who were classified as independent contractors and performed work in California for any SB Nation team site from September 21, 2017 through the date of preliminary approval of the settlement by the Court or August 5, 2020, whichever is earlier. PAGA Aggrieved Employees are not permitted to opt out of the settlement of the Private Attorneys' General Act ("PAGA"), Labor Code section 2699 *et seq*, claims in the *Spruill* Action.

"PAGA Released Claims" means all claims arising prior to the earlier of August 5, 2020 or the Preliminary Approval Date based on Plaintiffs' allegation that Defendant violated the Labor Code, entitling aggrieved employees to civil penalties under California Labor Code sections 2699 *et seq*., for its alleged failure to pay the applicable minimum wage, to pay overtime wages, to provide accurate wage statements, to provide meal periods, to provide rest periods, to indemnify Site Managers and Contributors for all necessary business expenses, to pay all wages owed upon separation from the company, to pay all wages twice per month, and to keep accurate records, as well as for Defendant's allegedly willful misclassification of Site Managers and Contributors as independent contractors, and for any other related alleged violations.

"Parties" means Plaintiffs and Defendant.

"Preliminary Approval Date" means the date on which the Court enters the anticipated order preliminarily certifying the class/collective for settlement purposes and preliminarily approving the Settlement.

"*Spruill* Action" means *Spruill, et al. v. Vox Media*, D.D.C. No. 19-00160.

"*Spruill* Class Members" means all current and former paid contributors to Vox Media, who were classified as independent contractors and performed work in California for any SB Nation team site from September 21, 2014 through the date of preliminary approval of the settlement by the Court or August 5, 2020, whichever is earlier.

"*Reddington* Action" means *Reddington v. Vox Media*, D.D.C. No. 20-01793.

"*Reddington* Class Members" means all current and former paid contributors to Vox Media, who were classified as independent contractors and performed work in New Jersey for any SB Nation team site from March 31, 2014 through the date of preliminary approval of the settlement by the Court or August 5, 2020, whichever is earlier.

"Released Parties" means Vox Media, its present, former and/or future parent companies, subsidiaries, divisions, affiliates that are owned (either directly or indirectly, in whole or in part) by Vox Media, units, officers, directors, shareholders, representatives, predecessors, licensees, successors, insurers, agents, partners, principals, assigns, attorneys, employees, distributors, and all persons acting through, under or in concert with them, together with each of their respective heirs, successors and assigns.

3. **Failure to Obtain Court Approval**: If the Settlement is not approved by the Court, it will be null and void, and the Parties will return to the *status quo ante*. During the remainder of the litigation, the Parties will be prohibited from relying on any negotiations, papers, or orders (including any class/collective certification order) pertaining to or resulting from the Settlement.

4. **Defendant's Payment Obligation.** Defendant's payment under this Settlement is the Maximum Settlement Amount, plus any payroll taxes/withholdings ordinarily borne by employers.

5. **Allocation of Settlement Funds.** The Net Settlement Amount will be allocated by a point system. Opt-in Plaintiffs in the *Bradley* Action will be allocated 1.0 point per workweek per person, Site Managers in the *Spruill* Action will be allocated 1.5 points per workweek per

person, Contributors in the *Spruill* Action will be allocated 0.8 points, Site Managers in the *Reddington* Action will be allocated 1.3 points per workweek per person, and Contributors in the *Reddington* Action will be allocated 0.6 points per workweek per person. The Net Settlement Amount will be allocated to each case in proportion to the total number of points under this formula. One hundred thousand dollars ($100,000) of the total amount allocated to the *Spruill* Action is allocated to the settlement of Plaintiff Spruill's PAGA claim, 75% of which will be paid to the Labor & Workforce Development Agency and 25% of which will be paid to PAGA Aggrieved Employees on a pro-rata basis. To the extent an individual falls within the definition of more than one class (e.g., a member of the *Bradley* Collective is also a member of the *Spruill* Class) for any workweek, that individual will receive an allocation of the Net Settlement Amount based on only the highest point-value class (e.g., the *Spruill* Class rather than the *Bradley* Collective) for that workweek.

6. Class Member Releases.

(a) ***Spruill* Class Member Release.** Upon the Effective Date, *Spruill* Class Members who do not timely opt out release and forever discharge the Released Parties from the California Released Claims, up to the earlier of August 5, 2020 or the Preliminary Approval Date.

(b) **PAGA Aggrieved Employee Release.** Upon the Effective Date, PAGA Aggrieved Employees release and forever discharge their PAGA Released Claims up to the earlier of August 5, 2020 or the Preliminary Approval Date.

(c) **Opt-Dn Plaintiff Release.** Upon the Effective Date, Opt-In Plaintiffs release and forever discharge their FLSA Released Claims up to the earlier of August 5, 2020 or the Preliminary Approval Date.

(d) ***Reddington* Class Member Release.** Upon the Effective Date, *Reddington* Class Members who do not timely opt out release and forever discharge the Released Parties from the New Jersey Released Claims, up to the earlier of August 5, 2020 or the Preliminary Approval Date.

7. **Notice of the Settlement.** Within twenty one (21) calendar days after the execution of this Agreement, Defendant will provide Class Counsel and the Administrator with an Excel spreadsheet listing the social security number and last known residential address for each Opt-In Plaintiff, *Spruill* Class Member, and *Reddington* Class Member. The Excel Spreadsheet will also contain the self-reported start and end dates each Opt-In Plaintiff served as a Site Manager, as well as the first and last dates of payment for each *Spruill* Class Member and each *Reddington* Class Member within the applicable class period. On or before forty-five (45) calendar days after the Preliminary Approval Date, the Administrator will mail to each Opt-In Plaintiff, *Spruill* Class Member, and *Reddington* Class Member a package containing the applicable Notice Form. If the post office returns any package to the Administrator with a forwarding address, the Administrator will promptly re-mail the package to the forwarding address. If the post office returns any package to the Administrator without a forwarding address, the Administrator will work diligently to obtain an updated address and will promptly mail the package to any updated address. The Administrator will prepare a sworn declaration describing the notice process. Class Counsel will file this declaration with the Court along with any other papers seeking final approval of the Settlement. Class Counsel shall notify the California Labor and Workforce Development Agency of the proposed settlement of Plaintiff Spruill's PAGA claim on or before the date of filing Plaintiffs' Motion for Preliminary Approval pursuant to California Labor Code § 2699(l)(2). Defendant shall notify the appropriate State official in California and New Jersey and the appropriate Federal official of the proposed settlement within ten days of Plaintiffs' filing of the Motion for Preliminary Approval pursuant to 28 U.S.C. § 1715(b).

8. **Objections to the Settlement.** Any *Reddington* Class Members and *Spruill* Class Members desiring to object to the settlement must do so in writing. Objections must be mailed to the Administrator pursuant to the instructions in the Notice Form and must be postmarked by forty five (45) days after the Administrator mails the Notice Forms. The Administrator will attach all objections to the declaration described in Paragraph 7 above.

9. **Opt-Outs.** If 5% or more of the members of the *Spruill* Class Members and *Reddington* Class Members opt out of the Settlement, Defendant shall have the unilateral right in its sole and absolute discretion to void the settlement of all three cases in their entirety. The parties agree they will not encourage any class members to opt out of the Settlement. PAGA Aggrieved Employees cannot opt out of the PAGA portion of the *Spruill* settlement.

10. **Payments to Class/Collective Members.** On or before seven (7) calendar days after the date the Court enters an order granting Preliminary Approval of the Settlement, Defendant will transfer to the Administrator a payment in the amount of $2,000,000.00 (50% of the Maximum Settlement Amount), plus the amount, as determined by the Administrator, necessary to cover any payroll taxes/withholdings ordinarily borne by employers. On or before seven (7) calendar days after the date the Court enters an order granting Final Approval of the Settlement, Defendant will transfer to the Administrator a payment in the amount of $2,000,000.00 (50% of the Maximum Settlement Amount), plus the amount, as determined by the Administrator, necessary to cover any payroll taxes/withholdings ordinarily borne by employers. For the avoidance of doubt, this means that at the time Defendant transfers each $2,000,000.00 payment to the Administrator (50% of the Maximum Settlement Amount), it will also transfer the amount, as determined by the Administrator, to cover 50% of the total payroll taxes/withholdings ordinarily borne by employers.

11. On or before twenty one (21) calendar days after the Effective Date, the Administrator will issue to each Class/Collective Members two separate checks as follows:

(a) **For Opt-Dn Plaintiffs**, (i) a payroll check representing 50% of the pro-rata share of the Net Settlement Amount from which the Administrator will deduct all applicable taxes and withholdings and for which the Administrator will issue an IRS W-2 Form and (ii) a non-payroll check representing 50% of the pro-rata share of the Net Settlement Amount which will be free of any taxes or withholdings and for which the Administrator will issue an IRS 1099 Form.

(b) **For *Spruill* Class Members**, (i) a payroll check representing 40% of the pro-rata share of the Net Settlement Amount from which the Administrator will deduct all applicable taxes and withholdings and for which the Administrator will issue an IRS W-2 Form and (ii) a non-payroll check representing 60% of the pro-rata share of the Net Settlement Amount which will be free of any taxes or withholdings and for which the Administrator will issue an IRS 1099 Form. *Spruill* Class Members who are also PAGA Aggrieved Employees will also receive the pro-rata share of the $25,000 allocated to Plaintiff Spruill's PAGA claim as part of their non-payroll check. PAGA Aggrieved Employees who opt out of the Settlement will receive a single check for their pro-rata share of the $25,000 allocated to PAGA Aggrieved Employees.

(c) **For *Reddington* Class Members**, (i) a payroll check representing 40% of the pro-rata share of the Net Settlement Amount from which the Administrator will deduct all applicable taxes and withholdings and for which the Administrator will issue an IRS W-2 Form and (ii) a non-payroll check representing 60% of the pro-rata share of the Net Settlement Amount which will be free of any taxes or withholdings and for which the Administrator will issue an IRS 1099 Form.

(d) The Administrator will mail these checks and tax forms to the last known address for each Class/Collective Member. If the post office returns any checks to the Administrator with a forwarding address, the Administrator will promptly re-mail the checks to the forwarding address. If the post office returns any checks to the Administrator without a forwarding address, the Administrator will work diligently to obtain an updated address and will promptly re-mail the checks to any updated address. All settlement checks will bear an expiration date falling 150 calendar days after the Effective Date.

12. ***Cy Pres*.** To the extent there are any payments made to Opt-In Plaintiffs, *Spruill* Class Members or PAGA Aggrieved Employees, or *Reddington* Class Members that remain uncashed after one hundred and fifty (150) days after the initial mailing of the checks, the

Settlement Administrator shall pay all such uncashed payments to *cy pres*, 50% to Washington Lawyers' Committee For Civil Rights and Urban Affairs and 50% to the Reporter's Committee for Freedom of the Press, to be approved by the Court.

13. **Payment to Class Counsel**. Class Counsel will request that the Court approve the payment to Class Counsel of $1,333,333.33 in attorneys' fees. The Administrator will pay any Court-approved fees to Class Counsel on or before twenty one (21) calendar days after the Effective Date and will issue to Class Counsel IRS 1099 Forms as required.

14. **Costs**. Class Counsel will request that the Court approve the payment to Class Counsel of up to $150,000.00 in cost reimbursement.

15. **Administration Costs**. Class Counsel will request that the Court approve the payment to the Administrator of up to $50,000.00 in settlement administration costs.

16. **Service Awards.** Class Counsel will request that the Court approve service awards of $7,500.00 to each of the six Named Plaintiffs and $1,500.00 to each of the six Opt-In Plaintiffs who participated in written discovery and prepared for deposition: Jacob Pavorsky, Mitchell Maurer, Charles "Doc" Harper, Stephen Schmidt, Brett Ballantini, and John Mitts. The Administrator will pay any Court-approved service awards on or before twenty one (21) calendar days after the Effective Date and will issue to Named Plaintiffs and Opt-In Plaintiffs who received service awards an IRS 1099 Form as required.

(a) **Named Plaintiff Release**. In consideration for the service award approved by the Court, Named Plaintiffs agree to a complete and general release of the Named Plaintiff Released Claims. The award of a service award is a condition precedent to Named Plaintiffs' complete and general release. If the Court does not award any service award to a Named Plaintiff, then the Named Plaintiffs and Defendant agree this complete and general release is void. (In such a case, however, the Named Plaintiff would still be bound by the applicable Class Member Release.) Named Plaintiffs knowingly and voluntarily release and forever discharge Released Parties to the full extent permitted by law, of and from the Named Plaintiff Released Claims. Named Plaintiffs

acknowledge that they later may discover facts different from or in addition to those they now know or believe to be true regarding the matters released or described in this Settlement Agreement; even if they do so, Named Plaintiffs agree that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts.

(b) **Waiver of Rights Under California Civil Code Section 1542**. Plaintiff Spruill and Plaintiff Sundstrom expressly waive and relinquish the rights and benefits of California Civil Code section 1542 and do so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows:

> **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.**

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiffs Spruill and Sundstrom expressly acknowledge this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiffs Spruill and Sundstrom do not know or suspect to exist in their favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiffs Spruill and Sundstrom warrant they have read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiffs Spruill and Sundstrom have consulted with or had the opportunity to consult with counsel of their choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiffs Spruill and Sundstrom understand this Settlement Agreement and the section 1542 waiver, and so freely and knowingly enter into this Settlement Agreement.

17. **Dismissal with Prejudice**. Upon the Court's final approval of this Settlement, the Actions will be dismissed with prejudice in their entirety. The Parties will request that the Court retain jurisdiction to enforce this Agreement.

18. **No Representations.** In entering into this Settlement, no Party relies on any statements, representations, or promises not described in this Agreement.

19. **Consent.** Each Party has carefully read and understands this Agreement and has received independent legal advice with respect to the Agreement.

20. **Successors.** This Agreement will inure to the benefit of and be binding upon each Party's heirs, successors, and assigns.

21. **No Assignments.** No Party has assigned or transferred, or purported to assign or transfer, to any other person or entity any rights or interests pertaining to the Actions or Settlement.

22. **No Presumptions.** In interpreting this Agreement, there will not be any presumption of interpretation against any Party.

23. **No Admissions and No Prevailing Party.** This Agreement is the result of a compromise between the Parties for the sole purpose of resolving the Actions and avoiding the time and expense of further litigation. Nothing in this Agreement constitutes an admission by any Released Party of liability or the propriety of class certification in the Actions. Nothing herein may be construed or used as an admission or as evidence of the validity of any claim against any Released Party.

24. **Tax Liability**. Defendant, Released Parties, Defense Counsel, and Class Counsel make no representations as to the tax treatment or legal effect of the payments called for under this Agreement. Class Counsel and Class/Collective Members will be solely responsible for the payment of any taxes and penalties assessed on their own payments described in this Agreement.

25. **Duty to Defend.** The Parties will support the Agreement's approval and enforcement and will defend the Agreement from any legal challenge.

26. **Warranty of Authority.** Each signatory below warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.

27. **Disputes; Applicable Law.** This Agreement will be governed, enforced, and interpreted according to the law of the District of Columbia. The Parties agree that the Court may retain jurisdiction over enforcement of the Settlement Agreement.

28. **Media & Social Media Restrictions.** The parties and their counsel agree that they will not issue any press releases, initiate any contact with the media, or post on any social media platform, e.g., Twitter, Facebook, Instagram, about the fact, amount, or terms of the settlement. If counsel for either party receives an inquiry about the settlement from the media, counsel may respond only after the motion for approval of the settlement has been filed and only by confirming the terms of the settlement, or by providing factually accurate clarifications regarding the cases and the settlement.

29. **Execution.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

DN WDTNESS WIEREOF, and intending to be legally bound, the Parties hereby execute this Agreement on the dates indicated below:

8/16/2020
Dated:

DocuSigned by:
3BF0F4DF87744A6...
Cheryl Bradley

8/16/2020
Dated:

DocuSigned by:
John M. Wakefield
C15443601C6F40E...
John Wakefield

8/16/2020
Dated:

DocuSigned by:
Maija Liisa Varda
6EF270375B03429...
Maija Varda

8/17/2020
Dated:

DocuSigned by:
Tamryn Spruill
5577FB0B6ED24A8...
Tamryn Spruill

8/16/2020
Dated:

DocuSigned by:
9DAC9426FC6547F...
Jacob Sundstrom

Dated: 8/16/2020

DocuSigned by: Patrick Reddington 4807C71905F14F4...

Patrick Reddington

Dated:

For Vox Media, LLC, f/k/a Vox Media, Inc.

Approved as to form only:

Dated: 8/16/2020

DocuSigned by: Laura Ho 807CDBD8E40F4C8...

For Goldstein, Borgen, Dardarian & Ho

Dated: 8/16/2020

DocuSigned by: James Goodley E18C6B6113FA4C2...

For Jennings Sigmond, P.C.

Dated:

For Gibson Dunn

Dated: Patrick Reddington

Dated: 8/17/2020 DocuSigned by: Lauren Fisher 07ACEE789CE94D3... For Vox Media, LLC, f/k/a Vox Media, Inc.

Approved as to form only:

Dated: For Goldstein, Borgen, Dardarian & Ho

Dated: For Jennings Sigmond, P.C.

Dated: 8/16/2020 DocuSigned by: Greta B. Williams D3D3A619F3404E7... For Gibson Dunn

EXIDBDT 1

PLEASE READ TIDS NOTDCE CAREFULLY. YOU MAY BE ENTDTLED TO MONEY FROM A COLLECTDVE ACTDON SETTLEMENT.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

A court ordered this notice. This is not a solicitation from a lawyer.

You previously filed a consent to join *Bradley et al. v. Vox Media*, D.D.C. No. 17-1791. A settlement has been reached in that case, along with two other cases that were filed as class actions.

In addition to the *Bradley* matter, Vox Media, LLC, f/k/a Vox Media, Inc. ("Vox Media" or "Defendant") has been sued by individuals who worked in California and New Jersey, alleging that Defendant violated various provisions of the two states' wage and hour laws by misclassifying them as independent contractors rather than as employees. The California lawsuit is known as *Spruill et al. v. Vox Media*, D.D.C. No. 19-160 and the New Jersey lawsuit is known as *Reddington v. Vox Media*, D.D.C. No. 20-1793.

- The purpose of this Notice is to inform you of a proposed settlement (the "Settlement") of *Bradley*, *Spruill*, and *Reddington*.

- Because you previously joined the *Bradley* case, you will receive money from the Settlement if the Court grants final approval of the Settlement.

- Your legal rights may be affected whether you act or do not act. Read this notice carefully. If you have questions, you can contact the lawyers for the Plaintiffs (listed at the end of this Notice).

- Notwithstanding the terms of this settlement, Vox Media denies any wrongdoing, and no court has determined that Vox Media is liable or that it otherwise engaged in any wrongdoing.

YOUR LEGAL RDGITS AND OPTDONS DN TIDS SETTLEMENT:	
DEPOSDT TIE CIECK	You WILL be mailed a Settlement payment in the approximate amount stated on Attachment A to this Notice, unless the Court decides not to grant "final approval" of the Settlement. By depositing the Settlement payment, you will be bound by the terms of the Settlement.

ESTDMATED SETTLEMENT AMOUNT: Enclosed with this Notice is an individualized Statement of Weeks Worked Form ("Attachment A"), which states your estimated settlement amount. Df there are errors on the form, you can follow the steps on the form to submit corrections. Any corrections must be submitted no later than [45 days after initial mailing].

* * *

MORE DETADLED DNFORMATDON

D. WIAT ARE TIE CASES ABOUT?

The purpose of this Notice is to inform you that your rights may be affected by the proceedings in *Bradley et al. v. Vox Media*, D.D.C. No. 17-1791. This Notice is given by Order of the Court.

The Named Plaintiffs in *Bradley et al. v. Vox Media*, D.D.C. No. 17-1791 (Cheryl Bradley, Maija Varda, and John Wakefield) allege that Vox Media misclassified paid Site Managers as independent contractors under the federal Fair Labor Standards Act ("FLSA") and failed to pay required minimum wage and overtime. That case is for individuals nationwide who have filed valid notices of consent to join the *Bradley* Action (except for those individuals who withdrew prior to August 5, 2020) ("Opt-in Plaintiffs").

Tamryn Spruill and Jacob Sundstrom ("Plaintiffs") brought a case on behalf of all current and former paid contributors to Vox Media, who were classified as independent contractors and performed work in California for any SB Nation team site from September 21, 2014 through August 5, 2020. They allege that Defendant misclassified *Spruill* class members as independent contractors under California wage and hour laws, and thus (1) failed to pay required minimum wage and overtime wages; (2) failed to provide legally required meal periods or pay premium pay due for such failure; (3) failed to provide legally required rest periods or pay premium pay due for such failure; (4) failed to furnish accurate itemized wage statements or failed to maintain adequate payroll records; (5) failed to timely pay wages or pay all wages due upon termination of employment; (6) violated the unfair competition laws (Business & Professions Code §§17200, *et seq*.); and (7) violated the California Labor Code Private Attorney's General Act ("PAGA").

The *Reddington* case was brought by Patrick Reddington on behalf of paid contributors to Vox Media, who were classified as independent contractors and performed work in New Jersey for any SB Nation team site from March 31, 2014 through the August 5, 2020. That case alleges that Defendant misclassified *Reddington* class members as independent contractors under New Jersey wage and hour laws, and thus failed to pay required minimum wage and overtime.

Vox Media denies engaging in any unlawful conduct as alleged in these three cases and continues to deny the claims and charges of wrongdoing and liability. In addition, no court has determined that Vox Media is liable or that it otherwise engaged in any wrongdoing.

DD. WIAT ARE TIE TERMS OF TIE SETTLEMENT?

Vox Media denies that it owes money or has any liability related to any of the allegations listed above. Vox Media is settling the matters as a compromise and to avoid incurring unnecessary legal expense defending the matter. Vox Media reserves the right to object to any claim if for any reason the Settlement is not approved.

The Settlement applies to all of the individuals covered by the three cases - *Spruill*, *Reddington* and *Bradley*. The determination of how much each individual will receive as part of this Settlement depends on the number of weeks worked within the relevant periods ("Qualifying Work Weeks").

The parties reached a Settlement in which Vox Media's total maximum liability will not exceed $4,000,000.00 ("Maximum Settlement Amount"), plus the employer's share of payroll taxes.

All amounts to be paid by Vox Media from the Settlement Fund shall be paid to a qualified settlement fund ("Qualified Settlement Fund"), which shall be administered by RG2 Claims Administration, the Settlement Administrator.

There was a hearing on [enter date] in the United States District Court for the District of Columbia. The Court conditionally granted preliminary approval of the *Spruill* and *Reddington* class action settlements and the *Bradley* FLSA settlement and directed that you receive this Notice.

A. Payments from the Maximum Settlement Amount

The "Net Settlement Amount" is the portion of the Maximum Settlement Amount eligible for distribution to *Spruill* and *Reddington* class members who do not timely submit an Opt Out Letter, plus the amounts allocable to *Bradley* Opt-in Plaintiffs. The Net Settlement Amount is calculated by subtracting the payments below, which are subject to final approval from the Court, from the Maximum Settlement Amount.

1. Fee and Cost Award for Class Counsel

Class Counsel filed *Spruill*, *Reddington*, and *Bradley* on behalf of Plaintiffs and all other similarly situated individuals. Class Counsel investigated the facts, conducted discovery, and negotiated the settlement of this matter. Class Counsel will request attorneys' fees in an amount of up to $1,333,333.33, which represents 33 1/3% of the Maximum Settlement Amount. Class Counsel will also request reimbursement of litigation costs and expenses in the amount of up to $150,000.00. If approved by the Court, this amount will be paid from the Maximum Settlement Amount. These attorneys' fees and costs shall compensate Class Counsel for the work they have performed and will perform, and the expenses they have incurred and will incur, through any approved distribution of the Maximum Settlement Amount.

2. Service Award to the Class Representative

Class Counsel will also seek an enhanced recovery of no more than $7,500.00 to each of the six Named Plaintiffs (Cheryl Bradley, Maija Varda, John Wakefield, Tamryn Spruill, Jacob Sundstrom, and Patrick Reddington) who initiated these actions and helped create the Settlement to benefit others, and $1,500.00 to each of the Opt-In Plaintiffs who participated in written discovery and prepared for deposition: Jacob Pavorsky, Mitchell Maurer, Charles "Doc" Harper, Stephen Schmidt, Brett Ballantini, and John Mitts. These amounts will be in addition to whatever payment they are otherwise entitled to as a class member. If approved by the Court, these amounts will be paid from the Maximum Settlement Amount.

3. Settlement Administration Costs

Settlement Administration Costs, estimated at no more than $50,000, will be paid to the Settlement Administrator, RG2 Claims Administration, for its services, including but not limited to distributing Class Notices, processing Opt Out Letters, calculating Settlement payments, distributing Settlement payments, and issuing tax statements.

4. Employer and Employee Tax Obligations

The Settlement Administrator will calculate the total amount of employee withholding taxes for

the portion of the Settlement payment designated as wages as required by law. This total amount will be deducted from the Settlement Fund. Vox Media will separately pay the employer withholding taxes on the Settlement payment designated as wages.

B. Release of Claims

You will be releasing all claims arising prior to August 5, 2020, relating to your alleged misclassification or pay, or any other wage and hour or benefits claims that were or could have been asserted under state or federal law in the *Bradley* Action. For the avoidance of doubt, this includes, but is not limited to, the claims and facts alleged in the Amended Complaint that Defendant.: misclassified Site Managers as independent contractors and failed to pay the applicable minimum wage and all overtime wages under the federal Fair Labor Standards Act.

DDD. IOW DS MY SIARE OF TIE SETTLEMENT CALCULATED?

The Net Settlement Amount will be allocated by a point system. Opt-in Plaintiffs in the *Bradley* Action will be allocated 1.0 points per workweek per person, Site Managers in the *Spruill* Action will be allocated 1.5 points per workweek per person, Contributors in the *Spruill* Action will be allocated 0.8 points per workweek per person, Site Managers in the *Reddington* Action will be allocated 1.3 points per workweek per person, and Contributors in the *Reddington* Action will be allocated 0.6 points per workweek per person. The Net Settlement Amount will be allocated to each case in proportion to the total number of points under this formula. One hundred thousand dollars ($100,000) of the total amount allocated to the *Spruill* Action is allocated to the settlement of Plaintiff Spruill's PAGA claim, 75% of which will be paid to the Labor & Workforce Development Agency and 25% of which will be paid to PAGA Aggrieved Employees on a pro-rata basis. To the extent an individual falls within the definition of more than one class (e.g., a member of the *Bradley* Collective is also a member of the *Spruill* Class) for any workweek, that individual will receive an allocation of the Net Settlement Amount based on only the highest point-value class (e.g., the *Spruill* Class rather than the *Bradley* Collective) for that workweek.

Your estimated individual payment is included on Attachment A.

What if the Statement of Weeks Worked is incorrect?

If the weeks worked information or contact information on the Statement of Weeks Worked Form is incorrect, you should correct this information by completing and signing the enclosed Statement of Weeks Worked Form under penalty of perjury and mail it to the Settlement Administrator, with any supporting documents, no later than [45 days from mailing of Notice]. If the information is correct you do not need to do anything with the form. If you lose, misplace, or need another Statement of Weeks Worked Form, you should contact the Settlement Administrator. The Settlement Administrator will determine the final workweeks for calculating your individual settlement amount.

DV. TAXABLE PORTDON OF SETTLEMENT PAYMENTS

For *Bradley* Opt-in Plaintiffs, 50% of the individual payment will be for wages and the Settlement Administrator will deduct all applicable employee-side taxes and withholdings and 50% of the individual payment will be for non-wage income and be free of withholdings and for which the Settlement Administrator will issue an IRS 1099 Form.

For *Spruill* Class Members, 40% of the individual payment will be for wages and the Settlement Administrator will deduct all applicable employee-side taxes and withholdings and 60% of the individual payment will be for non-wage income and be free of withholdings and for which the Settlement Administrator will issue an IRS 1099 Form. *Spruill* Class Members who are also PAGA Aggrieved Employees will also receive the pro-rata share of the $25,000 allocated to Plaintiff Spruill's PAGA claim as part of their non-payroll check. PAGA Aggrieved Employees who opt out of the Settlement will receive a single check for their pro-rata share of the $25,000 allocated to PAGA Aggrieved Employees. The PAGA payment is non-wage income and be free of withholdings and for which the Settlement Administrator will issue an IRS 1099 Form.

For *Reddington* Class Members, 40% of the individual payment will be for wages and the Settlement Administrator will deduct all applicable employee-side taxes and withholdings and 60% of the individual payment will be for non-wage income and be free of withholdings and for which the Settlement Administrator will issue an IRS 1099 Form.

All individuals receiving settlement payments should consult with their tax advisors concerning the tax consequences of the payments that they receive under the Settlement.

V. WIEN AND WIERE DS TIE FDNAL APPROVAL IEARDNG?

The Court will conduct a Final Fairness and Approval Hearing on [enter date] at 333 Constitution Avenue, N.W., Washington D.C. 20001. At that hearing, the Court will determine whether the Settlement should be finally approved. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, and the Service Awards for the Named Plaintiffs and certain Opt-in Plaintiffs, and other payments discussed above. The date of the Final Fairness and Approval Hearing may be changed without further notice to the class. Class members should check the settlement website or the Court's PACER site to confirm that the date has not been changed.

VD. WIAT DF D NEED MORE DNFORMATDON?

The foregoing is only a summary of the case and the proposed Settlement and does not purport to be comprehensive. You can find a copy of this Notice, the Complaint, the Settlement Agreement, the Motion for Preliminary Approval, the Order Granting Preliminary Approval, and when available, the Motion for Final Approval, the Motion for Service Awards and Attorneys' Fees and Costs, and, the Order Granting Final Approval at the following website [URL for website maintained by Class Counsel].

If you have any questions, you can call the Settlement Administrator at 1-800-XXX-XXXX, toll free. You may also contact Class Counsel at:

[insert]

In addition, the pleadings and other records in this case, including the Settlement Agreement, may be examined online on by accessing the Court docket in this case, for a fee, through the through the Court's Public Access to Court Electronic Records (PACER) system at https://pacer.uscourts.gov/

PLEASE DO NOT CONTACT TIE CLERK OF TIE COURT OR TIE JUDGE WDTI DNQUDRDES ABOUT TIE SETTLEMENT

Attachment A

STATEMENT OF WEEKS WORKED FORM

TIDS FORM DS FOR YOUR DNFORMATDON ABOUT YOUR ESTDMATED SETTLEMENT SIARE. YOU DO NOT NEED TO DO ANYTIDNG WDTI TIDS FORM UNLESS TIE DNFORMATDON ABOUT YOU ON TIE FORM DS DNCORRECT.

This Statement of Weeks Worked Form includes information based on the records of Vox Media, LLC, f/k/a Vox Media, Inc. ("Vox Media" or "Defendant"). IT IS IMPORTANT THAT YOU CAREFULLY CHECK THE INFORMATION PERTAINING TO YOUR CONTACT INFORMATION IN PART I BELOW AND CORRECT ANY INACCURACIES. NOTE: If you wish to make any corrections, this Statement of Weeks Worked Form and any supporting documentation must be postmarked no later than [45 days after initial mailing] and received by the Settlement Administrator to be processed.

DNSTRUCTDONS

YOU DO NOT NEED TO COMPLETE TIDS FORM TO RECEDVE TIE SETTLEMENT PROCEEDS DN TIDS LAWSUDT. IF YOU WANT TO CORRECT THE INFORMATION ON THIS FORM, YOUR COMPLETED AND SIGNED STATEMENT OF WEEKS WORKED FORM MUST BE POSTMARKED ON OR BEFORE **[**45 DAYS AFTER INITIAL MAILING**]**. YOU MUST SEND IT BY FIRST-CLASS UNITED STATES MAIL, OR THE EQUIVALENT, TO THE FOLLOWING ADDRESS:

Settlement Administrator
[Dnsert name and address of administrator]

You should keep a copy of the completed Statement of Weeks Worked Form and record the date on which you mailed it for your records. If you would like an acknowledgment of receipt for these documents, please send them certified mail, return receipt requested. If you move, please send your new address to the Settlement Administrator at the address listed above.

Only Opt-in Plaintiffs or their legal representatives may submit a Statement of Weeks Worked Form. Any executor, administrator, guardian, conservator, or trustee who submits a Statement of Weeks Worked Form on behalf of a Opt-in Plaintiffs or his or her estate must (1) sign the Statement of Weeks Worked Form on the Settlement Class Member's behalf; (2) indicate his or her title as representative (i.e., executor, trustee, etc.); and (3) submit proof of his or her authority to act on the Opt-in Plaintiffs's behalf.

PART D: CLADMANT DDENTDFDCATDON

[Pre-Printed Opt-in Plaintiff First and Last Name]
[Pre-Printed Opt-in Plaintiff Member Address]

Df any of the above contact information is inaccurate, please provide the correct information below:

_____
Name (First, Middle, Last)

_____
Name Used While Working for Vox Media [if different from current name - First, Middle, Last]

Street Address: _____

City: State: Zip Code: _____

Telephone: home: ( ) - Telephone: work/cell: ( ) ----------

PART DD: EMPLOYMENT AND DNDDVDDUAL SETTLEMENT AMOUNT

Vox's records show that your dates as a paid Site Manager during the relevant time period was:

From <<**STARTDATE**>> to <<**ENDDATE**>>

From <<**STARTDATE2**>> to <<**ENDDATE2**>>]

Based on the number of weeks worked above and the settlement allocation described in the attached Notice, your estimated individual payment amount is $.

If you believe your workweek information for you is inaccurate, provide any documentation to support your alternative workweeks to the Settlement Administrator. The Settlement Administrator will make a final determination.

DECLARATDON AND SDGNATURE

I declare under penalty of perjury under the laws of the United States that the foregoing information is true and correct to the best of my knowledge.

DATED: / /2020

_____
SIGNATURE

_____
PRINT NAME

EXIDBDT 2

PLEASE READ TIDS NOTDCE CAREFULLY. YOU MAY BE ENTDTLED TO MONEY FROM A CLASS ACTDON SETTLEMENT.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

A proposed class action settlement may affect your rights if you worked as a paid contributor for Vox Media while classified as an independent contractor and (1) performed work in California for any SB Nation team site from September 21, 2014 through August 5, 2020 OR (2) performed work in New Jersey for any SB Nation team site from March 31, 2014 through August 5, 2020.

A court ordered this notice. This is not a solicitation from a lawyer.

Vox Media, LLC, f/k/a Vox Media, Inc. ("Vox" or "Defendant") has been sued by individuals who worked in California and New Jersey, alleging that Defendant violated various provisions of the two states' wage and hour laws by misclassifying them as independent contractors rather than as employees. The California lawsuit is known as *Spruill et al. v. Vox Media*, D.D.C. No. 19-160 and the New Jersey lawsuit is known as *Reddington v. Vox Media*, D.D.C. No. 20-1793.

- The purpose of this Notice is to inform you of a proposed settlement (the "Settlement") of both *Spruill* and *Reddington*, along with another case called *Bradley et al. v. Vox Media*, D.D.C. No. 17-1791.

- Because Vox Media's records show that you qualify as a class member in either *Spruill* or *Reddington*, you will receive money from the Settlement if the Court grants final approval of the Settlement, unless you decide to "opt out" of the Settlement.

- Your legal rights may be affected whether you act or do not act. Read this notice carefully. If you have questions, you can contact the lawyers for the Plaintiffs (listed at the end of this Notice).

- Notwithstanding the terms of this settlement, Vox Media denies any wrongdoing, and no court has determined that Vox Media is liable or that it otherwise engaged in any wrongdoing.
- .

YOUR LEGAL RDGITS AND OPTDONS DN TIDS SETTLEMENT:	
DO NOTIDNG	You WILL be mailed a Settlement payment in the approximate amount stated on Attachment A to this Notice, unless the Court decides not to grant "final approval" of the Settlement. By receiving a payment, you will be bound by the terms of the Settlement.

YOUR LEGAL RDGITS AND OPTDONS DN TIDS SETTLEMENT:	
OBJECT	You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. Your objection must be post marked by [45 DAYS AFTER INITIAL MAILING]. If you submit an objection, you will still be deemed a class member, covered by the Settlement's terms, and you will receive money from the Settlement.
ASK TO BE EXCLUDED	If you do not wish to participate in the Settlement, you must send a letter requesting exclusion. You will not get a payment in the Settlement. You will keep the right to sue the Defendant on your own based on the claims resolved by this Settlement. Your request for exclusion must be post marked by [45 DAYS AFTER INITIAL MAILING].

This Notice explains your rights and options in detail. **To ask to be excluded (opt out) or to object to the settlement, you must follow the steps described in this Notice no later than [45 DAYS AFTER DNDTDAL MADLDNG].**

YOUR ESTDMATED SETTLEMENT AMOUNT: Enclosed with this Notice is an individualized Statement of Weeks Worked Form ("Attachment A"), which states your estimated settlement amount. Df there are errors on the form, you can follow the steps on the form to submit corrections. Any corrections must be submitted no later than [45 days after initial mailing].

* * *

MORE DETADLED DNFORMATDON

D. WIAT ARE TIE CASES ABOUT?

The purpose of this Notice is to inform you that your rights may be affected by the proceedings in one of the class action lawsuits pending in the United States District Court for the District of Columbia (the "Court"), *Spruill et al. v. Vox Media*, D.D.C. No. 19-160 or *Reddington v. Vox Media*, D.D.C. No. 20-1793. This Notice is given by Order of the Court.

Tamryn Spruill and Jacob Sundstrom ("Plaintiffs") brought a case on behalf of all current and former paid contributors to Vox Media, who were classified as independent contractors and performed work in California for any SB Nation team site from September 21, 2014 through August 5, 2020. They allege that Defendant misclassified *Spruill* class members as independent contractors under California wage and hour laws, and thus (1) failed to pay required minimum wage and overtime

wages; (2) failed to provide legally required meal periods or pay premium pay due for such failure; (3) failed to provide legally required rest periods or pay premium pay due for such failure; (4) failed to furnish accurate itemized wage statements or failed to maintain adequate payroll records; (5) failed to timely pay wages or pay all wages due upon termination of employment; (6) violated the unfair competition laws (Business & Professions Code §§17200, *et seq*.); and (7) violated the California Labor Code Private Attorney's General Act ("PAGA").

The *Reddington* case was brought by Patrick Reddington on behalf of paid contributors to Vox Media, who were classified as independent contractors and performed work in New Jersey for any SB Nation team site from March 31, 2014 through August 5, 2020. That case alleges that Defendant misclassified *Reddington* class members as independent contractors under New Jersey wage and hour laws, and thus failed to pay required minimum wage and overtime.

The Named Plaintiffs in *Bradley et al. v. Vox Media*, D.D.C. No. 17-1791 (Cheryl Bradley, Maija Varda, and John Wakefield) allege that Vox Media misclassified paid Site Managers as independent contractors under the federal Fair Labor Standards Act ("FLSA") and failed to pay required minimum wage and overtime. That case is for individuals nationwide who have filed valid notices of consent to join the *Bradley* Action (except for those individuals who withdrew) ("Opt-in Plaintiffs").

Vox Media denies engaging in any unlawful conduct as alleged in these three cases and continues to deny the claims and charges of wrongdoing and liability. In addition, no court has determined that Vox Media is liable or that it otherwise engaged in any wrongdoing.

DD. WIAT ARE TIE TERMS OF TIE SETTLEMENT?

Vox Media denies that it owes money or has any liability related to any of the allegations listed above. Vox Media is settling the matter as a compromise and to avoid incurring unnecessary legal expense defending the matter. Vox Media reserves the right to object to any claim if for any reason the Settlement is not approved.

The Settlement applies to all of the individuals covered by the three cases - *Spruill*, *Reddington* and *Bradley*, except that *Spruill* and *Reddington* class members may exclude themselves from the Settlement as set forth in VI.A below. *Spruill* and *Reddington* class members who do not timely submit a correctly completed Opt Out Letter will remain part of the Settlement. The determination of how much each individual will receive as part of this Settlement depends on the number of weeks worked within the relevant periods ("Qualifying Work Weeks").

The parties reached a Settlement in which Vox Media's total maximum liability will not exceed $4,000,000.00 ("Maximum Settlement Amount"), plus the employer's share of payroll taxes.

All amounts to be paid by Vox Media from the Settlement Fund shall be paid to a qualified settlement fund ("Qualified Settlement Fund"), which shall be administered by RG2 Claims Administration, the Settlement Administrator.

There was a hearing on [enter date] in the United States District Court for the District of Columbia. The Court conditionally granted preliminary approval of the *Spruill* and *Reddington* class action

settlements and the *Bradley* FLSA settlement and directed that you receive this Notice.

A. Payments from the Maximum Settlement Amount

The "Net Settlement Amount" is the portion of the Maximum Settlement Amount eligible for distribution to *Spruill* and *Reddington* class members who do not timely submit an Opt Out Letter, plus the amounts allocable to *Bradley* Opt-in Plaintiffs. The Net Settlement Amount is calculated by subtracting the payments below, which are subject to final approval from the Court, from the Maximum Settlement Amount.

1. Fee and Cost Award for Class Counsel

Class Counsel filed *Spruill*, *Reddington*, and *Bradley* on behalf of Plaintiffs and all other similarly situated individuals. Class Counsel investigated the facts, conducted discovery, and negotiated the settlement of this matter. Class Counsel will request attorneys' fees in an amount of up to $1,333,333.33, which represents 33 1/3% of the Maximum Settlement Amount. Class Counsel will also request reimbursement of litigation costs and expenses in the amount of up to $150,000.00. If approved by the Court, this amount will be paid from the Maximum Settlement Amount. These attorneys' fees and costs shall compensate Class Counsel for the work they have performed and will perform, and the expenses they have incurred and will incur, through any approved distribution of the Maximum Settlement Amount.

2. Service Award to the Class Representative

Class Counsel will also seek an enhanced recovery of no more than $7,500.00 to each of the six Named Plaintiffs (Cheryl Bradley, Maija Varda, John Wakefield, Tamryn Spruill, Jacob Sundstrom, and Patrick Reddington) who initiated these actions and helped create the Settlement to benefit others, and $1,500.00 to each of the Opt-In Plaintiffs who participated in written discovery and prepared for deposition: Jacob Pavorsky, Mitchell Maurer, Charles "Doc" Harper, Stephen Schmidt, Brett Ballantini, and John Mitts. These amounts will be in addition to whatever payment they are otherwise entitled to as a class member. If approved by the Court, these amounts will be paid from the Maximum Settlement Amount.

3. Settlement Administration Costs

Settlement Administration Costs, estimated at no more than $50,000.00, will be paid to the Settlement Administrator, RG2 Claims Administration, for its services, including but not limited to distributing Class Notices, processing Opt Out Letters, calculating Settlement payments, distributing Settlement payments, and issuing tax statements.

4. Employer and Employee Tax Obligations

The Settlement Administrator will calculate the total amount of employee withholding taxes for the portion of the Settlement payment designated as wages as required by law. This total amount will be deducted from the Settlement Fund. Vox Media will separately pay the employer withholding taxes on the Settlement payment designated as wages.

B. Release of Claims

If you are a *Spruill* Class Member, you will release all claims arising prior to August 5, 2020 relating to the *Spruill* Class Members' alleged misclassification or pay, or any other wage and hour or benefits claims that were or could have been asserted under state or federal law in the *Spruill* Action. For the avoidance of doubt, this includes, but is not limited to, the claims and facts alleged in the Third Amended Complaint that Defendant: (1) failed to pay the applicable minimum wage; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to provide rest periods; (5) failed to provide accurate itemized wage statements; (6) failed to reimburse business expenses; (7) failed to pay all wages owed upon termination; and (8) engaged in unfair business practices under the California Business and Professions Code sections 17200 *et seq.* (the California Unfair Competition Law).

If you are a *Reddington* Class Member, you will release all claims arising prior to August 5, 2020 relating to the *Reddington* Class Members' alleged misclassification or pay, or any other wage and hour or benefits claim that was or could have been asserted under state or federal law in the *Reddington* Action. For the avoidance of doubt, this includes, but is not limited to, the claims and facts alleged in the Complaint that Defendant misclassified Site Managers and Contributors as independent contractors and failed to pay the applicable minimum and overtime wages under the Fair Labor Standards Act and the New Jersey Wage and Hour Law and their amendments.

DDD. DF D CIOOSE TO PARTDCDPATE, IOW DS MY SIARE OF TIE SETTLEMENT CALCULATED?

The Net Settlement Amount will be allocated by a point system. Opt-in Plaintiffs in the *Bradley* Action will be allocated 1.0 points per workweek per person, Site Managers in the *Spruill* Action will be allocated 1.5 points per workweek per person, Contributors in the *Spruill* Action will be allocated 0.8 points per workweek per person, Site Managers in the *Reddington* Action will be allocated 1.3 points per workweek per person, and Contributors in the *Reddington* Action will be allocated 0.6 points per workweek per person. The Net Settlement Amount will be allocated to each case in proportion to the total number of points under this formula. One hundred thousand dollars ($100,000) of the total amount allocated to the *Spruill* Action is allocated to the settlement of Plaintiff Spruill's PAGA claim, 75% of which will be paid to the Labor & Workforce Development Agency and 25% of which will be paid to PAGA Aggrieved Employees on a pro-rata basis. To the extent an individual falls within the definition of more than one class (e.g., a member of the *Bradley* Collective is also a member of the *Spruill* Class) for any workweek, that individual will receive an allocation of the Net Settlement Amount based on only the highest point-value class (e.g., the *Spruill* Class rather than the *Bradley* Collective) for that workweek.

Your estimated individual payment is included on Attachment A.

DV. TAXABLE PORTDON OF SETTLEMENT PAYMENTS

For *Bradley* Opt-in Plaintiffs, 50% of the individual payment will be for wages and the Settlement Administrator will deduct all applicable employee-side taxes and withholdings and

50% of the individual payment will be for non-wage income and be free of withholdings and for which the Settlement Administrator will issue an IRS 1099 Form.

For *Spruill* Class Members, 40% of the individual payment will be for wages and the Settlement Administrator will deduct all applicable employee-side taxes and withholdings and 60% of the individual payment will be for non-wage income and be free of withholdings and for which the Settlement Administrator will issue an IRS 1099 Form. *Spruill* Class Members who are also PAGA Aggrieved Employees will also receive the pro-rata share of the $25,000 allocated to Plaintiff Spruill's PAGA claim as part of their non-payroll check. PAGA Aggrieved Employees who opt out of the Settlement will receive a single check for their pro-rata share of the $25,000 allocated to PAGA Aggrieved Employees. The PAGA payment is non-wage income free of withholdings and for which the Settlement Administrator will issue an IRS 1099 Form.

For *Reddington* Class Members, 40% of the individual payment will be for wages and the Settlement Administrator will deduct all applicable employee-side taxes and withholdings and 60% of the individual payment will be for non-wage income and be free of withholdings and for which the Settlement Administrator will issue an IRS 1099 Form.

All individuals receiving settlement payments should consult with their tax advisors concerning the tax consequences of the payments that they receive under the Settlement.

V. WIAT ARE MY RDGITS AND OPTDONS AS A SETTLEMENT CLASS MEMBER?

You have three options under this Settlement, discussed below: (A) opt out from the Settlement, (B) object to the Settlement, or (C) do nothing.

A. Df You Want To Request Exclusion From of the Settlement

If you do not wish to participate in the Settlement, you must send an Opt Out Letter bearing a postmark no later than [45 days after initial mailing]. The Opt Out Letter must be sent to [Settlement Administrator's Address]. The Opt Out Letter must: (1) legibly state your name, (2) state that you do not wish to participate in the Settlement, and (3) state that you request exclusion from the Settlement. Opt Out Letters must be made individually and cannot be made on behalf of a group of employees or on behalf of other Settlement Class Members. If you choose to opt out of the Settlement, you will not receive any money from the Settlement. Any such person, at his/her own expense, may pursue any claims he/she may have against Defendant. However, there are deadlines to pursuing such claims known as statutes of limitation, and your claims may also be subject to an arbitration agreement with Vox Media. You may consult an attorney of your choice at your own expense to ensure you are not forever barred from pursuing any individual claims you might have if you decide to opt out of the Settlement.

B. Df You Want To Object To The Settlement

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. The Court may approve or reject your objection.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (either *Spruill et al. v. Vox Media*, D.D.C. No. 19-160 or *Reddington v. Vox Media*, D.D.C. No. 20-1793), (b) be submitted to the Court and (c) be filed or postmarked on or before 45 days after initial mailing.

If you do not comply with this procedure, you may not be entitled to be heard at the Final Fairness and Approval Hearing or to otherwise contest the approval of the Settlement, or to appeal from any related orders or judgments of the Court. If you submit a valid and timely Opt Out Letter, you cannot object to the Settlement.

Spruill and *Reddington* Class Members are hereby notified that even if they object, they will still be deemed class members who will receive money from the Settlement and be bound by the Released Claims if the Court approves the Settlement. You will be covered by the Settlement unless you opt out.

C. Df You Choose To Do Nothing

If you do nothing, and the Court approves the Settlement, you will be bound by the terms of the Settlement and the Released Claims and you will receive money under the Settlement in the form of a check mailed by the Settlement Administrator.

D. What if the Statement of Weeks Worked is incorrect?

If the weeks worked information or contact information on the Statement of Weeks Worked Form is incorrect, you should correct this information by completing and signing the enclosed Statement of Weeks Worked Form under penalty of perjury and mail it to the Settlement Administrator, with any supporting documents, no later than [45 days from mailing of Notice]. If the information is correct you do not need to do anything with the form. If you lose, misplace, or need another Statement of Weeks Worked Form, you should contact the Settlement Administrator. The Settlement Administrator will determine the final workweeks for calculating your individual settlement amount.

VD. WIEN AND WIERE DS TIE FDNAL APPROVAL IEARDNG?

The Court will conduct a Final Fairness and Approval Hearing on [enter date] at 333 Constitution Avenue, N.W., Washington D.C. 20001. At that hearing, the Court will determine whether the Settlement should be finally approved. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, and the Service Awards for the Named Plaintiffs and certain Opt-in Plaintiffs, and other payments discussed above. The date of the Final Fairness and Approval Hearing may be changed without further notice to the class. Class members should check the settlement website or the Court's PACER site to confirm that the date has not been changed.

VDD. WIAT DF D NEED MORE DNFORMATDON?

The foregoing is only a summary of the case and the proposed Settlement and does not purport to be comprehensive. You can find a copy of this Notice, the Complaint, the Settlement Agreement, the Motion for Preliminary Approval, the Order Granting Preliminary Approval, and when available, the Motion for Final Approval, the Motion for Service Awards and Attorneys' Fees and Costs, and, the Order Granting Final Approval at the following website [URL for website maintained by Class Counsel].

If you have any questions, you can call the Settlement Administrator at 1-800-XXX-XXXX, toll free. You may also contact Class Counsel at:

[insert]

In addition, the pleadings and other records in this case, including the Settlement Agreement, may be examined online on by accessing the Court docket in this case, for a fee, through the through the Court's Public Access to Court Electronic Records (PACER) system at https://pacer.uscourts.gov/

PLEASE DO NOT CONTACT TIE CLERK OF TIE COURT OR TIE JUDGE WDTI DNQUDRDES ABOUT TIE SETTLEMENT

Attachment A

STATEMENT OF WEEKS WORKED FORM

TIDS FORM DS FOR YOUR DNFORMATDON ABOUT YOUR ESTDMATED SETTLEMENT SIARE. YOU DO NOT NEED TO DO ANYTIDNG WDTI TIDS FORM UNLESS TIE DNFORMATDON ABOUT YOU ON TIE FORM DS DNCORRECT.

This Statement of Weeks Worked Form includes information based on the records of Vox Media, LLC, f/k/a Vox Media, Inc. ("Vox Media" or "Defendant"). IT IS IMPORTANT THAT YOU CAREFULLY CHECK THE INFORMATION PERTAINING TO YOUR CONTACT INFORMATION IN PART I BELOW AND CORRECT ANY INACCURACIES. NOTE: If you wish to make any corrections, this Statement of Weeks Worked Form and any supporting documentation must be postmarked no later than [45 days after initial mailing] and received by the Settlement Administrator to be processed.

DNSTRUCTDONS

YOU DO NOT NEED TO COMPLETE TIDS FORM TO RECEDVE TIE SETTLEMENT PROCEEDS DN TIDS LAWSUDT. IF YOU WANT TO CORRECT THE INFORMATION ON THIS FORM, YOUR COMPLETED AND SIGNED STATEMENT OF WEEKS WORKED FORM MUST BE POSTMARKED ON OR BEFORE **[**45 DAYS AFTER INITIAL MAILING**]**. YOU MUST SEND IT BY FIRST-CLASS UNITED STATES MAIL, OR THE EQUIVALENT, TO THE FOLLOWING ADDRESS:

Settlement Administrator
[Dnsert name and address of administrator]

You should keep a copy of the completed Statement of Weeks Worked Form and record the date on which you mailed it for your records. If you would like an acknowledgment of receipt for these documents, please send them certified mail, return receipt requested. If you move, please send your new address to the Settlement Administrator at the address listed above.

Only Settlement Class Members or their legal representatives may submit a Statement of Weeks Worked Form. Any executor, administrator, guardian, conservator, or trustee who submits a Statement of Weeks Worked Form on behalf of a Settlement Class Member or his or her estate must (1) sign the Statement of Weeks Worked Form on the Settlement Class Member's behalf; (2) indicate his or her title as representative (i.e., executor, trustee, etc.); and (3) submit proof of his or her authority to act on the Settlement Class Member's behalf.

PART D: CLADMANT DDENTDFDCATDON

[Pre-Printed Class Member First and Last Name]
[Pre-Printed Class Member Address]

Df any of the above contact information is inaccurate, please provide the correct information below:

_____
Name (First, Middle, Last)

_____
Name Used While Working for Vox Media [if different from current name - First, Middle, Last]

Street Address: _____

City: State: Zip Code: _____

Telephone: home: ( ) - Telephone: work/cell: ( ) ----------

PART DD: EMPLOYMENT AND DNDDVDDUAL SETTLEMENT AMOUNT

Vox Media's records show that your dates as a paid Site Manager or Content Contributor in [California or New Jersey] during the relevant time period was:

From <<**STARTDATE**>> to <<**ENDDATE**>>

From <<**STARTDATE2**>> to <<**ENDDATE2**>>]

Based on the number of weeks worked above and the settlement allocation described in the attached Notice, your estimated individual payment amount is $.

If you believe your workweek information for you is inaccurate, provide any documentation to support your alternative workweeks to the Settlement Administrator. The Settlement Administrator will make a final determination.

DECLARATDON AND SDGNATURE

I declare under penalty of perjury under the laws of the United States that the foregoing information is true and correct to the best of my knowledge.

DATED: / /2020

_____
SIGNATURE

_____
PRINT NAME