

NOV 12 2019

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ENDORSED  
AND  
FILED

NOV 22 2019

5 Attorneys for Plaintiff ARTHUR WOODS  
on behalf of himself and others similarly situated

CLERK OF THE SUPERIOR COURT  
By Kasha Clarke Deputy

8 SUPERIOR COURT OF CALIFORNIA  
9 COUNTY OF ALAMEDA

11 ARTHUR WOODS, an individual, on  
behalf of himself and others similarly  
12 situated,

13 Plaintiff,

14 v.

15 IHEART MEDIA, a business entity of  
unknown form; IHEART MEDIA +  
16 ENTERTAINMENT, INC., a Nevada  
corporation; CLEAR CHANNEL  
17 OUTDOOR, INC., a Delaware corporation;  
and DOES 1 through 50, inclusive,

18 Defendants.  
19

Case No. RG17873634  
Reservation # R-2081098

ASSIGNED FOR ALL PURPOSES TO JUDGE  
HON. STEPHEN PULIDO, DEPT. 517

CLASS ACTION

**ORDER AND  
FINAL JUDGMENT**

Trial Date: None Set  
Complaint Filed: August 30, 2017

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21 This matter having come before the Court for hearing pursuant to the Order of this Court  
22 dated September 5, 2019 for approval of the settlement set forth in the Joint Stipulation of Class  
23 Settlement and Release ("Stipulation" or "Settlement" or "Agreement"), and due and adequate  
24 notice having been given to Class Members as required in said Order, and the Court having  
25 considered all papers filed and proceedings had herein and otherwise being fully informed of the  
26 promises and good cause appearing therefore, it is ORDERED, ADJUDGED AND DECREED  
27 THAT:

- 28 1. All terms used herein shall have the same meaning as defined in the Settlement.

AMENDED [PROPOSED] ORDER AND  
FINAL JUDGMENT

1           2.       This Court has jurisdiction over the subject matter of this litigation and over all  
2 Parties to this litigation, including all Class Members.

3           3.       Distribution of the Notice directed to the Class Members as set forth in the Settlement  
4 and the other matters set forth therein have been completed in conformity with the Preliminary  
5 Approval Order, including individual notice to all Class Members who could be identified through  
6 reasonable efforts, and was the best notice practicable under the circumstances. This Notice  
7 provided due and adequate notice of the proceedings and of the matters set forth therein, including  
8 the proposed settlement set forth in the Stipulation, to all persons entitled to such Notice, and the  
9 Notice fully satisfied the requirements of due process.

10          4.       0 Class Members objected to the Settlement.

11          5.       0 Class Members opted-out of the Settlement.

12          6.       This Court hereby approves the Settlement set forth in the Stipulation and finds that  
13 the Settlement is, in all respects, fair, adequate and reasonable. The Court finds that the Settlement  
14 has been reached as a result of serious and non-collusive arms-length negotiations. The Court  
15 further finds that the Parties have conducted extensive and costly investigation and research and  
16 counsel for the Parties were able to reasonably evaluate their respective positions. The Court also  
17 finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay  
18 and risks that would be presented by the further prosecution of the Action. The Court has reviewed  
19 the monetary recovery that is being granted as part of the Settlement and recognizes the significant  
20 value to the Settlement Class of that monetary recovery. The Court finds that the Settlement Class  
21 Members are properly certified as a class for settlement purposes only.

22          7.       As set forth in the Settlement, as of the Final Order, the Released Claims of each and  
23 every Class Member who did not timely opt-out are and shall be deemed to be conclusively released  
24 as against the Released Parties. All Class Members as of the date this Judgment is signed are hereby  
25 forever barred and enjoined from prosecuting Settled Claims against the Released Parties. Said  
26 releases are effective even if a Class Member did not receive the Notice as set forth above, did not  
27 receive a settlement check, and/or did not deposit his/her settlement check prior to the check  
28 expiration date.

1           8.       As used in this Order, the term Settled Claims means the claims released pursuant to  
2 the terms of the Settlement, including all state law claims that were alleged or that could have been  
3 alleged based on the facts of Plaintiff's operative complaint. This includes, but is not limited to all  
4 claims for wages, statutory and civil penalties, damages and liquidated damages, interest, injunctive  
5 or equitable relief, attorney's fees and costs that were or could have been alleged and whether known  
6 or unknown under the laws of California or the Fair Labor Standards Act ("FLSA") arising out of  
7 the allegations of the Complaint or the First Amended Complaint, during the applicable class period,  
8 including, but not limited to: (1) claims for failure to pay any wages including minimum wage  
9 and/or overtime compensation for all hours worked; (2) any claims related to alleged meal or rest  
10 period violations; (3) any claim for violation of Labor Code section 226.2; (4) any other claims for  
11 penalties (including but not limited to penalties under California Labor Code section 201, 202, 203,  
12 226, 226.2, 226.7, 512, 558, 1193, 1197, 1197.1., 2699 et. seq.), premium pay or liquidated damages  
13 of any nature whatsoever, arising out of any conduct, events, or transactions as alleged in the  
14 Complaint, including without limitation, interest, attorneys' fees and costs for the time periods  
15 described above during the applicable class period; (6) claims for violation of the FLSA; (7) claims  
16 related to the accuracy of wage statements; and (8) unfair business practices claims ("Released  
17 Claims"). All releases are from August 30, 2013 through June 25, 2018. The release is as to Clear  
18 Channel and its subsidiaries, affiliates, related entities, parents (including but not limited to  
19 iHeartMedia, Inc. and iHeartMedia + Entertainment, Inc.) and attorneys and each of their company-  
20 sponsored employee benefit plans, and their respective successors and predecessors in interest, all of  
21 their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and  
22 each of their past, present and future officers, directors shareholders, employees, agents, principals,  
23 heirs, representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers ("the  
24 Released Parties"). Plaintiff and Participating Class Members will release these Released Claims  
25 through the end of the Class Period.

26           9.       The Settlement is not an admission by Defendant or any of the other Released Parties,  
27 nor is this Judgment a finding of the validity of any claims in the Action or of any wrongdoing by  
28 Defendant or any of the other Released Parties. Neither this Judgment, the Settlement, nor any

1 document referred to herein, nor any action taken to carry out the Settlement is, may be construed as,  
2 or may be used as an admission by or against Defendant or any of the other Released Parties of any  
3 fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement, and  
4 any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to  
5 be evidence of, an admission or concession with regard to the denials or defenses by Defendant or  
6 any of the other Released Parties and shall not be offered in evidence in any action or proceeding  
7 against Defendant or any of the Released Parties in any court, administrative agency or other tribunal  
8 for any purpose whatsoever other than to enforce the provisions of this Judgment, the Stipulation, or  
9 any related agreement or release. Notwithstanding these restrictions, any of the Released Parties  
10 may file in the Action or in any other proceeding the Judgment, Stipulation, or any other papers and  
11 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,  
12 collateral estoppel, release, waiver, merger, accord and satisfaction, or other theory of claim or issue  
13 preclusion or similar defense as to the Released Claims.

14 10. Without affecting the finality of this Judgment in any way, this Court hereby retains  
15 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement  
16 and all orders and judgments entered in connection therewith.

17 11. The Court also hereby approves enhancement awards to the Named Plaintiff Arthur  
18 Woods in the amount of \$5,000.00. The Court also approves the payment of Claims Administration  
19 Costs in the amount of \$7,000.00. The Court also approves the payment to the Labor and Workforce  
20 Development Agency ("LWDA") in the amount of \$11,250.00.

21 As set forth in the Stipulation, Settlement checks issued to Participating Class Members will  
22 expire one hundred and twenty (120) days from the date they are issued by the Claims  
23 Administrator. Any check not cashed within 120 calendar days will be void. Within 30 days after  
24 the check stale date the money from the uncashed checks will be reissued and mailed to the  
25 Participating Class Members. Any check not cashed within 120 calendar days of the second mailing  
26 will be void. Within 30 days of the second check stale date the money from the uncashed checks  
27 shall escheat to the Labor Workforce Development Agency unclaimed wage fund, in the name of the

28 Participating Class Member.  
AMENDED [PROPOSED] ORDER AND  
FINAL JUDGMENT

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12. After administration of the Settlement has been completed in accordance with the Settlement and all amounts calculated, and in no event later than 150 days after this Judgment is signed, Class Counsel shall file a report from the Settlement Administrator with this Court certifying compliance with the terms of the Settlement.

13. The Court finds that the Settlement is in good faith and constitutes a fair, reasonable and adequate compromise of the Released Claims against Defendant and the Released Parties.

If the Settlement does not become final and effective in accordance with the terms of the Stipulation, resulting in the return and/or retention of the Gross Settlement Sum to Defendant consistent with the terms of the Settlement, then this Judgment and all orders entered in connection herewith, shall be rendered null and void and shall be vacated.

Dated: 11/22/19

**Stephen Pulido**  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

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**CLERK'S CERTIFICATE OF MAILING  
(CCP 1013a)**

I certify that the following is true and correct:

I am a Deputy Clerk employed by the Alameda County Superior Court. I am over the age of 18 years. My business address is **24405 Amador Street Hayward, California 94544**. I served this **ORDER AND FINAL JUDGMENT** by placing copies in envelope(s) addressed as shown below and then by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail in **Hayward**, California, following standard court practices.

▀ Keledjian, David  
David Yeremian & Associates, Inc.  
535 N. Brand Blvd.  
Suite 705  
Glendale, CA 91203\_\_\_\_\_

Date: 11/25/19

Executive Officer/Clerk of the Superior Court

By   
Kasha Clarke, Deputy Clerk