

Jeannette Cooks, et al v. The News Group, Select Media Services, et al
 U.S. District Court, Eastern District of California, Case No.: 2:16-CV-01160-KJM-AC /
 2:16-CV-02113-KJM-AC
 (Jointly referred to as “Cooks v. TNG”)

NOTICE OF CLASS ACTION SETTLEMENT

To: All persons employed by TNG GP, The News Group, Inc. and Select Media Services, LLC (collectively “TNG”) as a non-exempt employee in the State of California as a merchandiser at any time during the period from April 14, 2012 through October 3, 2019.

A court authorized this Notice. This is not a solicitation.

This is not a lawsuit against you and you are not being sued.

However, your legal rights may be affected by a class action settlement.

Your rights and each option, and related deadlines, are explained in this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
YOU DO NOT NEED TO DO ANYTHING TO RECEIVE A SETTLEMENT PAYMENT	The estimated amount of your Individual Settlement Payment is shown in Paragraph 8 of this Notice. Keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the Settlement, the Settlement Administrator will mail your check to the last known address on file for you.
CHANGE CONTACT INFORMATION	YOU MUST update your contact information with the Settlement Administrator to ensure that you receive your Individual Settlement Payment.
EXCLUDE YOURSELF Deadline: March 9, 2021	You can exclude yourself from the Settlement if you do not wish to participate in the Settlement. This is the only option that allows you to pursue your own lawsuit against TNG about the legal claims in this case. If you exclude yourself, you will not receive an Individual Settlement Payment.
OBJECT	If you think the Settlement is not fair, you can submit a written objection (“Notice of Objection”) to the Settlement Administrator, and it will be considered by the Court. You may also ask to speak in Court about why you think the Settlement is not fair at the time of the Final Approval Hearing. If the Settlement is approved, you will be bound by the terms of the Settlement and releases described in this Notice.
DO NOTHING	If you do nothing (that is, if you do not submit a timely request for exclusion), you will be mailed an Individual Settlement Payment at the address listed above, and you will be bound by the terms of the Settlement and releases described in this Notice.

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BASIC INFORMATION

1. Why did I get this notice?

The Court has preliminarily approved a settlement of the lawsuit Jeannette Cooks, et al v. The News Group, Select Media Services, et al, Case No. 2:16-CV-01160-KJM-AC / 2:16-CV-02113-KJM-AC (jointly referred as “Cooks v. TNG”), which is pending in the U.S. District Court for the Eastern District of California (“Action” or “Lawsuit”). The Settlement is on behalf of a proposed Class, defined as all current and former non-exempt employees of TNG who worked in the State of California as merchandisers during the period from April 14, 2012 through October 3, 2019 (the “Class Period”).

You received this notice because TNG’s records show that you worked for TNG as a non-exempt merchandiser in California at some time during the Class Period, and therefore, you may be a member of the Class (“Class Member”). This notice explains the Lawsuit, the settlement, your legal rights, the benefits available for you, your eligibility for benefits, and how you obtain them.

2. What is this Lawsuit about?

Jeannette Cooks, Alwena Frazier, and Audrey Brown (“Plaintiffs”) sued on behalf of themselves and other Merchandisers in California. Plaintiffs assert that Defendants owe them and other Merchandisers additional compensation for meal and rest breaks that were not provided, unpaid wages, unpaid overtime wages, unreimbursed business expenses, as well as penalties for inaccurate itemized wage statements, the late payment of final wages, and other related penalties. Plaintiffs seek damages for lost wages, interest, and penalties. They also seek attorneys’ fees and expenses. Defendants strongly deny Plaintiffs’ allegations and admit no wrongdoing. To avoid the costs of litigation, however, the Parties have agreed to settle this matter.

3. Why is this a class action?

In a class action, one court resolves the issues for everyone in the class, except for those people who decide to exclude themselves from the class. In this case, Plaintiffs Jeannette Cooks, Alwena Frazier, and Audrey Brown, sue on behalf of themselves and other merchandisers, and the group of merchandisers with similar claims is called a “Class.” Each person included in the class definition is a “Class Member.”

4. Why is there a Settlement?

The Court has not decided in favor of either party, not the Plaintiffs or the Defendants. There was no trial. Instead, both sides agreed to a no-fault settlement of the Lawsuit (“Settlement”). That way, they avoid the cost of a trial and the Class Members can get compensation from the Settlement. Plaintiffs and Class Counsel think that the Settlement is best for the Class.

5. Who are the Parties in this Lawsuit?

TNG employed Plaintiffs as non-exempt merchandisers in California.

TNG GP, The News Group, Inc. and Select Media Services, LLC are the named Defendants (collectively “Defendants” or “TNG”).

6. Do I have a lawyer in this case?

The Court has appointed Class Counsel listed below to represent your interests in this case.

Class Counsel

Michael D. Singer
 Jeff Geraci
 Diana M. Khoury
 Cohelan Khoury & Singer
 605 C Street, Suite 200
 San Diego, CA 92101

Daniel F. Gaines
 Alex Katofsky
 Miriam L. Schimmel
 Gaines & Gaines, APLC
 27200 Agoura Road, Suite 101
 Calabasas, CA 91301

Olivia Sanders
 Law Offices of Olivia Sanders
 3415 South Sepulveda Blvd, Suite 660
 Los Angeles, CA 90034

Catherine Starr
 5770 East Appaloosa Avenue
 Clovis, CA 93619

Defendants are represented by:

Anthony J. DeCristoforo
 Michael J. Nader
 Ogletree, Deakins, Nash,
 Smoak & Stewart, P.C.
 500 Capital Mall, Suite 2500
 Sacramento, CA 95814

Jerome L. Rubin
 Williams Kastner
 601 Union Street, Suite 4100
 Seattle, WA 98101

If you have questions regarding this Settlement, you should contact Class Counsel, or the Settlement Administrator at 1-888-992-2526. You may also view documents relating to the Settlement (including, but not limited to, the complaint, all papers filed in connection with the motion for preliminary approval of the Settlement, the order granting preliminary approval of the Settlement, and other documents) by visiting the following website: www.cptgroupcaseinfo.com/tngclassactionsettlement

THE TERMS OF THE SETTLEMENT

7. What is the settlement amount and how will the Individual Settlement Payments be calculated?

Under the proposed Settlement, TNG will pay \$3,750,000.00 (referred to as the “Maximum Settlement Amount” or “MSA”) to fully and finally resolve all claims in the Lawsuit.

The “Net Settlement Amount” or “NSA” means the Maximum Settlement Amount, less all of the following amounts, which are subject to approval by the Court:

- A. Attorneys’ Fees and Costs: Class Counsel will apply to the Court for attorneys’ fees of up to \$1,250,000.00, and reimbursement of actual litigation costs and expenses estimated at \$56,000.
- B. Class Representative Service Award: Class Counsel will apply to the Court for a Service Award of up to \$7,500 to each Plaintiff for their efforts in prosecuting this case. Plaintiff’s Service Award will be in addition to any Individual Settlement Payment he receives as a Settlement Class Member.
- C. LWDA Payment: Class Counsel will apply to the Court for an allocation of \$50,000 towards the PAGA claims in the Lawsuit. The Settlement Administrator shall pay \$37,500 (75% of \$50,000 to the California Labor and Workforce Development Agency) no later than fourteen (14) calendar days after the Effective Date. The other 25%, the amount of \$12,500, will be retained in the NSA and distributed to the Class Members.
- D. Settlement Administration Costs: The Settlement Administration Costs refer to the fees and expenses reasonably incurred by the Settlement Administrator to, among other things, distribute notice packets to Class Members, process requests for exclusion and Notices of Objection, and distribute payments under the Settlement. Settlement Administration Costs are estimated to be \$36,500.00.
- E. Employer-side Payroll Taxes: The employer’s portion of FICA, FUTA, and all other state and federal payroll taxes, estimated to be \$37,560.

If the Court grants final approval of the Settlement, the NSA will be paid out entirely, automatically, to all Class Members who do not request exclusion from the Settlement (“Settlement Class Members”).

Any portion of the NSA that would have been paid to individuals who timely request exclusion from the Settlement will be paid to the Settlement Class Members who participate in the Settlement. In other words, the entire NSA will be paid to Settlement Class Members, and no portion of the NSA will be returned to TNG under any circumstances.

Each Settlement Class Member’s share of the NSA will be based on the number of Compensable Workweeks that he or she worked for TNG in California during the period from April 14, 2012 through October 3, 2019 (“Class Period”), using the following procedure:

- The Settlement Administrator will calculate the number of Compensable Workweeks by calculating the number of shifts each Class Member worked during the Class Period, and then dividing that number by seven (7), and rounding up that amount to the nearest whole number.
- The Settlement Administrator will determine the total, aggregate number of Compensable Workweeks worked by all Class Members.
- Each Class Member’s Compensable Workweeks will be divided by the total Compensable Workweeks for all Class Members, resulting in the “Payment Ratio” for each Class Member.
- Each Class Member’s Payment Ratio will then be multiplied by the Net Settlement Amount to calculate the gross amount of each Individual Settlement Payment.

Ten percent (10%) of each Individual Settlement Payment will be allocated to the settlement of claims for unpaid wages, and will have withholdings and taxes deducted at each Settlement Class Members' last-reported withholding status; twenty percent (20%) will be allocated to expense reimbursements; and thirty-five percent (35%) will be allocated to the settlement of claims for penalties; and, the remaining thirty-five percent (35%) will be allocated to interest under the California Labor Code. The portion allocated to wages in each Individual Settlement Payment will be reported on an IRS Form W-2, and the portions allocated to interest and penalties will be reported on an IRS Form-1099 by the Settlement Administrator.

8. How much will my Individual Settlement Payment be?

TNG's records show that you were employed by TNG as a Class Member and worked <<workweeks>> Compensable Workweeks during the Class Period. Based on this information, your estimated gross Individual Settlement Payment is approximately \$<<estAmount>>.

This amount is only an estimate. The actual Individual Settlement Payment you receive may be slightly more or less than the estimated amount shown.

9. What do I do if my number of weeks worked is wrong?

Your number of Compensable Workweeks as shown above, were determined based upon TNG's records. If you believe the number of Compensable Workweeks attributed to you are not right, you may send a letter to the Settlement Administrator stating what you believe the right dates are. In order to be considered, you must mail your letter to the Settlement Administrator at the address listed below, in Paragraph 12 of this Notice, postmarked on or before **March 9, 2021**. Your dispute must contain: (1) your full name and address; (2) the case name and number (Jeannette Cooks, et al v. The News Group, Select Media Services, et al, Case No. 2:16-CV-01160-KJM-AC / 2:16-CV-02113-KJM-AC); (3) a clear statement indicating you wish to dispute the number of Compensable Workweeks attributed to you; and (4) the dates of employment and/or number of Compensable Workweeks you contend are correct, together with any supporting documents or information. The Settlement Administrator will resolve any dispute regarding the number of Compensable Workweeks based on TNG's records and any information you provide.

HOW TO GET A PAYMENT?

10. How do I get my Individual Settlement Payment?

You do not need to do anything -- you will automatically receive your Individual Settlement Payment after the Court approves the Settlement at a Final Approval Hearing. You must notify the Settlement Administrator of any change or correction in your contact information, or if the information shown in Paragraph 8 regarding the number of weeks worked with Defendant is not correct. It is your responsibility to keep the Settlement Administrator informed of any change in your address. If final approval of the Settlement is granted, your Individual Settlement Payment installments will be mailed to the last known address on file with the Settlement Administrator.

Settlement Class Members receiving an Individual Settlement Payment will be responsible for correctly characterizing this compensation for tax purposes and paying taxes due, if any.

11. What am I giving up to get an Individual Settlement Payment?

Unless you exclude yourself, you remain in the Class, which means you will not be able to sue, continue to sue, or be part of any other lawsuit against Defendants for the same legal issues in this Action. Specifically, you will be giving up or “releasing” the claims described below:

Release of Claims: If the Court approves the Settlement, each Class Member who has not excluded themselves from the Settlement will be bound by the Settlement, and thereby release Defendants, and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, and all persons acting under, by, through, or in concert with any of them, and each of them (the “Released Parties”), from all claims, causes of action and factual or legal theories that were alleged in the Lawsuit, or reasonably could have been alleged based on the facts and legal theories contained in the Lawsuit, including all of the following claims for relief: (a) failure to pay all regular wages, minimum wages and overtime wages due; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly Release of Claims: If the Court approves the Settlement, each Class Member who has not excluded themselves from the Settlement will be bound by the Settlement, and thereby release Defendants, and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, and all persons acting under, by, through, or in concert with any of them, and each of them (the “Released Parties”), from all claims, causes of action and factual or legal theories that were alleged in the Lawsuit, or reasonably could have been alleged based on the facts and legal theories contained in the Lawsuit, including all of the following claims for relief: (a) failure to pay all regular wages, minimum wages and overtime wages due; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to reimburse business expenses;

(e) failure to provide complete, accurate or properly formatted wage statements; (f) waiting time penalties that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (g) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (h) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (i) any other claims or penalties under the wage and hour laws pleaded in the Action; and (j) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Period. The res judicata effect of the Judgment will be the same as that of the Release. The definition of Released Claims shall not be limited in any way by the possibility that Plaintiffs or Settlement Class Members may discover new facts or legal theories or legal arguments not alleged in the operative complaint but which might serve as an alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling within the definition of Released Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I exclude myself from the Settlement?

If you want to retain the right to pursue claims related to this case against the Defendants and/or you do NOT want a payment from this Settlement, then you must exclude yourself. Excluding yourself is also referred to as “opting-out.” If you exclude yourself, you will not receive money from this settlement.

The request for exclusion must contain: (1) your name, address, telephone number, and the last four digits of your Social Security Number or your full Employee ID Number; (2) your signature or the signature of your legal representative; (3) the case name and number (Jeannette Cooks, et al v. The News Group, Select Media Services, et al, Case No. 2:16-CV-01160-KJM-AC / 2:16-CV-02113-KJM-AC); and (4) a clear statement that you wish to exclude yourself from the Settlement.

To be timely, any request for exclusion must be mailed or faxed to the Settlement Administrator, postmarked or fax-stamped on or before **March 9, 2021**, to the following address or fax number:

Cooks v. TNG GP, et al. Settlement Administrator
 c/o CPT Group, Inc.
 50 Corporate Park
 Irvine, CA 92606
 Fax: 1-949-419-3446

Requests for exclusion which are postmarked or fax-stamped after the Response Deadline may not be accepted.

13. If I don't exclude myself, can I sue TNG for the same thing later?

No. Unless you exclude yourself, you give up any right to sue TNG for the claims that this Settlement covers, during the Class Period. *If you have a pending lawsuit, speak to your lawyer in that case immediately.* You must exclude yourself from this Class to continue your own lawsuit.

OBJECTING TO THE SETTLEMENT**14. How do I tell the Court that I don't like the Settlement?**

If you do not think the Settlement is fair, you can object to the Settlement and tell the Court that you do not agree with the Settlement or some part of it. The Court will consider your views when deciding whether to grant final approval of the Settlement. This is the process to tell the Court if you think the Settlement as a whole is unfair. If you only think your Settlement Payment was miscalculated, use the process in Paragraph 9 of this Notice.

To object to the Settlement, you may file a written objection with the Court or you may attend and speak at the Final Approval Hearing. The Court will consider all objections in deciding whether to approve the Settlement. All written objections should (a) reference the case name and number (Jeannette Cooks, et al v. The News Group, Select Media Services, et al, Case No. 2:16-CV-01160-KJM-AC / 2:16-CV-02113-KJM-AC); (b) explain the basis for the objection, (c) include the last four digits of your Social Security number and/or Employee ID number (your Social Security number will be redacted before an objection becomes part of the public record); and (d) be signed by you. Written objections should be filed with the Clerk of the Court no later than **March 9, 2021** at: Robert T. Matsui United States Courthouse, 501 I Street, Courtroom 3, 15th Floor, Sacramento, CA 95814.

15. What is the difference between objecting and being excluded?

Objecting is telling the Court that you do not like something about the Settlement. You may only object if you remain a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be a Settlement Class Member. If you exclude yourself, you cannot object.

THE COURT'S FINAL APPROVAL HEARING**16. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing before Judge Kimberly J. Mueller of the United States District Court Eastern District of California, Court Room 3, 15th Floor, 501 I Street, Sacramento, CA 95814 on **May 7, 2021**, at **10:00 a.m.** At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Class Representative Service Award, the allocation for PAGA penalties, and the Settlement Administration Costs. The Court may reschedule the Final Approval Hearing without further notice to Class Members

17. Do I have to come to the hearing?

You are not required to attend the Final Approval Hearing, but you are welcome to come and speak on your own behalf if you wish. Alternatively, you may hire and pay for your own lawyer to attend and speak on your behalf if you choose. Please visit <http://www.caed.uscourts.gov/caednew/> and select the court calendar for Judge Mueller to see whether the Final Approval Hearing will be held on **May 7, 2021** or has been rescheduled to a new hearing date.

GETTING MORE INFORMATION**18. Who may I contact if I have questions about the Settlement?**

If you have any questions about the Settlement, you may contact Class Counsel at the address or telephone number listed in Paragraph 6 of this Notice. You may also contact the Settlement Administrator by calling toll free 1-888-992-2526, or by writing to the Settlement Administrator at the address shown in Paragraph 12, above.

If you would like to review relevant documents, including the settlement agreement and other Court-filed documents, please visit the website www.cptgroupcaseinfo.com/tngclassactionsettlement. Documents may also be reviewed during regular office hours, 9:00 a.m. to 4:00 p.m., Monday through Friday, at the Office of the Clerk, Room 4-200, at the address shown in Paragraph 16.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR TNG MANAGERS, SUPERVISORS, OR THEIR ATTORNEYS FOR INFORMATION. (Note: You may contact the attorneys identified as “Class Counsel” in Paragraph 6 of this Notice).

ADDITIONAL IMPORTANT INFORMATION

- 19. TNG supports the Settlement and will not retaliate in any manner whatsoever** against any Class Member, whether they choose to stay in the Class as a Settlement Class Member and receive an Individual Settlement Payment, or request to be excluded from the Settlement, or object to the Settlement.
- 20. It is your responsibility to ensure that the Settlement Administrator has your current mailing address and telephone number on file**, as this will be the address to which your Individual Settlement Payment installments will be sent.
- 21. Individual Settlement Payment checks must be cashed soon after receipt.** Individual Settlement Payment checks that remain uncashed 180 calendar days after the date of issuance will be voided, and all funds represented by any such uncashed checks shall be distributed to Legal Aid at Work, a non-profit group providing legal advice and representation to workers. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.