

2020 WL 7866045 (Cal.Super.) (Trial Order)
Superior Court of California.
San Bernardino County

Bettina BOXALL, an Individual, Paloma Esquivel, 4 Individual, Angel Jennings, all Individual, Angela Jamison, an Individual, E. Gregory Eraxton, an Individual, and B.J. Terhune, an individual, on behalf of themselves and all others similarly situated, Plaintiffs,

v.

LOS ANGELES TIMES COMMUNICATIONS LLC, a Delaware limited liability company, Tribune Publishing Company, formerly doing business as Tronc, Inc., a Delaware corporation, and Does 1 through 100, inclusive, Defendants.

No. CIVDS2010984.
October 26, 2020.

*1 Department: S-26
Complaint Filed: June 4, 2020
DATE: September 9, 2020
TIME: 10:00 am
PLACE: Dept. S-26

Revised Order Re: Plaintiffs' Motion for Preliminary and Conditional Approval of Class Action Settlement

[Michael S. Morrison](#) (State Bar No. 205320), Alexander Morrison + Fehr LLP, 1900 Avenue of the Stars, Suite 900, Los Angeles, California 90067, T: 310 394 0888 | F: 310 394 0811, E: mmorrison@amflp.com, for plaintiffs, individually, on behalf of all others similarly situated, and the general public.

Hon. [David Cohn](#), Judge.

ORDER

WHEREAS, the representatives BETTINA BOXALL, PALOMA ESQUIVEL, ANGELA JENNINGS, ANGELA JAMISON, GREGORY BRAXTON, and B.J. TERHUNE (“Plaintiffs”) and Defendants Los Angeles Times Communications LLC and Tribune Publishing Company, formerly doing business as TRONC, Inc., (collectively “Defendants”), all acting through their counsel, have agreed, subject to Court approval, following notice to the Class and a hearing, to settle this class action upon the terms and conditions set forth in the Settlement Agreement and Release of Claims (“Agreement”) filed herewith;

NOW, THEREFORE, based upon the Agreement and upon all of the files, records and proceedings in this matter, and it appearing to the Court that a hearing should be held upon notice to the class of the proposed settlement to determine finally if the Agreement and settlement are fair, reasonable and adequate;

IT IS HEREBY ORDERED that:

1. The Agreement and the settlement are preliminarily approved but are not an admission by Defendants of the validity of any claims in this class action, or of any wrongdoing by Defendants or of any violation of law. Neither the Agreement nor any related document shall be offered or received in evidence in any civil, criminal or administrative action or proceeding other than such proceedings as may be necessary to consummate or enforce the Agreement and settlement. Attached as Exhibit “1” is a true and correct copy of the Class Action and PAGA Representative Action Settlement Agreement (the “Settlement Agreement”). The obligations set forth in the Settlement Agreement are deemed part of this Order.

2. The Court certifies the following class (collectively referred to as the “Settlement Class”):

All women, Black or African-American employees, or Hispanic or Latino employees (including persons who may belong to more than one of these groups), who are, or have been, employees of Defendants in California between February 14, 2015 and the date of Preliminary Approval of the Settlement in a “Covered Position” as defined by the Parties below.

A “Covered Position” means the “Covered Positions” and current job classifications and titles set forth in Exhibit A to this Agreement, based on the Complaint, as well as legacy positions for which the Parties have agreed employees performed, prior to the transaction between LA Times and Tribune, the same or substantially similar work to the current job classifications and titles set forth in Exhibit A to the Settlement Agreement.

3. The Class Representatives shall be the following persons: BETTINA BOXALL, PALOMA ESQUIVEL, ANGELA JENNINGS, ANGELA JAMISON, GREGORY BRAXTON, and B.J. TERHUNE

4. The following attorneys are appointed as Class Counsel for purposes of settlement: Michael Morrison from the law firm of ALEXANDER MORRISON + FEHR LLP.

*2 5. Plaintiffs’ counsel shall direct the Notice of Class Action Settlement, in a form attached as “Exhibit 2” (hereafter “class notice”), to all members of the Class by first class mail, postage prepaid to the last known address of each member of the settlement class as indicated in Defendants’ records and/or the records of the Settlement Administrator - Simpluris, Inc. (“Settlement Administrator”), within thirty-five (35) calendar days after entry of this Order.

6. A hearing shall be held before this Court on March 25, 2021 at 10:00 am, as set forth in the class notice, to determine the fairness, reasonableness and adequacy of the settlement and whether it should be approved finally by the Court. The hearings may be postponed, adjourned, or rescheduled by order of the Court without further notice to the Class.

7. Any person who has not requested exclusion from the non-PAGA portions of the settlement under the terms of this Order and who is legally entitled to object to the approval of the proposed settlement or to the judgment based on the procedures set forth in the Agreement, and who wishes to do so, must appear at the hearing and show cause why the proposed settlement should not be approved as fair, reasonable and adequate, and why the judgment should not be entered.

8. Objections to the settlement shall be heard, and any papers or briefs submitted in support of said objections shall be received and considered by the Court (unless the Court in its discretion shall otherwise direct), at the final approval hearing. Written objections must be received by the Court and counsel for the Parties within sixty (60) days from the mailing of the class notice. Any request for objection which has a postmark date after the sixty (60) days from the mailing of the class notice shall be invalid. The failure to timely submit a written objection will preclude the Class Member from objecting at the Final Fairness Hearing. Any responses from the Parties to written objections should be filed and served no later than ten (10) days before the Final Fairness Hearing.

9. The delivery or mailing of the class notice to the Class as set forth in this Order institutes the best notice practicable under the circumstances, and is due and sufficient notice for all purposes to all persons entitled to such notice.

10. All requests for exclusion from the class must be in writing and, to be effective, must be mailed to the Settlement Administrator within sixty (60) days from the mailing of the class notice. Any request for exclusion which has a postmark date after the sixty (60) days from the mailing of the class notice shall be invalid. 3-25-21 has been reserved for Motion for Final Approval.

The parties to the Agreement are directed to carry out their obligations under the Agreement.

ENTERED:

DATE: 10/26, 2020

<<signature>>

Hon. David Cohn

Judge of the Superior Court for The State of California

County of San Bernardino

Appendix not available.

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