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public

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 26 2020

BY

JESSICA MORALES, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

BETTINA BOKALL, an Individual, PALOMA
ESQUIVEL, an Individual, ANGEL
JENNINGS, an Individual, ANGELA
JAMISON, an Individual, E. GREGORY
BRAXTON, 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.

Case No. CIVDS2010984

(Assigned for All Purposes to the Hon. David
Cohn)

Department: S-26

Complaint Filed: June 4, 2020

**[PROPOSED] REVISED ORDER RE:
PLAINTIFFS' MOTION FOR
PRELIMINARY AND
CONDITIONAL APPROVAL OF
CLASS ACTION SETTLEMENT**

DATE: September 9, 2020

TIME: 10:00 am

PLACE: Dept. S-26

1 **[PROPOSED] ORDER**

2
3 WHEREAS, the representatives BETTINA BOXALL, PALOMA ESQUIVEL, ANGELA
4 JENNINGS, ANGELA JAMISON, GREGORY BRAXTON, and B.J. TERHUNE (“Plaintiffs”)
5 and Defendants Los Angeles Times Communications LLC and Tribune Publishing Company,
6 formerly doing business as TRONC, Inc., (collectively “Defendants”), all acting through their
7 counsel, have agreed, subject to Court approval, following notice to the Class and a hearing, to
8 settle this class action upon the terms and conditions set forth in the Settlement Agreement and
9 Release of Claims (“Agreement”) filed herewith;

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

14
15 IT IS HEREBY ORDERED that:

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

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

26 **All women, Black or African-American employees, or Hispanic or Latino employees**
27 **(including persons who may belong to more than one of these groups), who are, or have**
28 **been, employees of Defendants in California between February 14, 2015 and the date of**

1 **Preliminary Approval of the Settlement in a “Covered Position” as defined by the Parties**
2 **below.**

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

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

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

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

18 6. A hearing shall be held before this Court on _____, 2020 at
19 _____, as set forth in the class notice, to determine the fairness, reasonableness and
20 adequacy of the settlement and whether it should be approved finally by the Court. The hearings
21 may be postponed, adjourned, or rescheduled by order of the Court without further notice to the
22 Class.

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

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

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

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

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

20 ENTERED:

21 DATE: 10/26, 2020


22 
23 Hon. David Cohn
24 Judge of the Superior Court for
25 The State of California
26 County of San Bernardino
27
28

EXHIBIT “A”

Exhibit A

Asst Editor

Asst Editor CN

Columnist/Critic I

Columnist/Critic II

Editorial Page Writer

Journalist Graphics & Data I

Journalist Graphics & Data II

Multiplatform Editor I

Multiplatform Editor II

Multiplatform Lead

Reporter I

Reporter II

Reporter, CN

Writer, Editorial Pages

EXHIBIT “C”

JUN 04 2020

BY 
ANAI CORTEZ-RAMIREZ, DEPUTY

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Paloma Esquivel, Angel Jennings, Angela
Jamison, B.J. Terhune, and E. Gregory
Braxton, individually, on behalf of all others
similarly situated, and the general public



SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

CIV DS 2010984

BETTINA BOXALL, an Individual, PALOMA) Case No.
ESQUIVEL, an Individual, ANGEL)
JENNINGS, an Individual, ANGELA)
JAMISON, an Individual, B.J. TERHUNE,)
an Individual, and E. GREGORY)
BRAXTON, 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, , an Individual, and DOES 1)
through 100, Inclusive)

Defendants.

**CLASS, REPRESENTATIVE AND
COLLECTIVE ACTION COMPLAINT
FOR DAMAGES AND INJUNCTIVE
RELIEF:**

1. VIOLATION OF CALIFORNIA
EQUAL PAY ACT (Equal Pay
Act, as amended by the Fair Pay
Act, Cal. Lab. Code § 1197.5);
2. PRIVATE ATTORNEYS
GENERAL ACT (Cal. Lab. Code
§§ 2698, *et seq.*);
3. VIOLATION OF FEDERAL
EQUAL PAY ACT (Fair Labor
Standards Act of 1938, as
amended by the Equal Pay Act
of 1963, 29 U.S.C. § 206(d));
4. UNFAIR BUSINESS PRACTICES
(Cal. Bus. and Prof. Code
§§ 17200, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiffs Bettina Boxall, Paloma Esquivel, Angel Jennings, Angela Jamison,
2 Bobbie "B.J." Terhune, and E. Gregory Braxton (collectively "Plaintiffs"), as individuals
3 and on behalf of themselves, all others similarly situated, and the general public,
4 complain and allege on information and belief the following against Defendants LOS
5 ANGELES TIMES COMMUNICATIONS LLC, TRIBUNE PUBLISHING COMPANY,
6 formerly doing business as TRONC, INC., a Delaware corporation, and DOES 1 through
7 100 (collectively "Defendants", "LA Times," or "Company").

8 INTRODUCTION

9 1. This case arises out of Defendants' systematic, company-wide, unlawful
10 treatment of Plaintiffs and hundreds of similarly situated employees in violation of
11 California law, including but not limited to violations of the California Equal Pay Act, and
12 California's Unfair Compensation Law (Business and Professions Code Section 17200, *et*
13 *seq.* ["UCL"]).

14 2. The Los Angeles Times, which has been published in Los Angeles,
15 California since 1881, boasts the fourth-largest circulation among U.S. newspapers.
16 Headquartered in the diverse city of Los Angeles, the daily newspaper is recognized for
17 its Pulitzer Prize winning investigative reports and coverage of breaking events and
18 issues on the West Coast and across the nation.

19 3. The public turns to the LA Times to learn about key issues affecting politics,
20 society, arts, and business, including ongoing efforts to combat pay inequality. For
21 instance, the paper reported on the many recent changes to California's Equal Pay Act,
22 as amended by the Fair Pay Act of 2015, and informed readers about their broadened
23 right to be paid the same as others performing substantially similar work regardless of
24 gender, race, or ethnicity. The newspaper reported on the Fair Pay Act's new anti-
25 retaliation measures to encourage pay transparency, prohibition on the use of prior salary
26 to set compensation, and narrowed restrictions on the scope of permissible justifications
27 for any wage disparity (i.e., seniority, experience, quality or quantity of production, or any
28 bona fide factor other than gender, race, or ethnicity). Yet, the Company's commitment

1 toward advancing the important cause of pay equity seems to stop there.

2 4. Despite the contributions of the entire newsroom to publish the daily paper,
3 the Company's bias in favor of white (non-Hispanic) and/or male employees has resulted
4 in unlawful pay gaps in the four to five-figure range per year for many female and minority
5 journalists. Further, while tenure seems to translate into higher pay for veteran white
6 male LA Times employees, the same is not true for female reporters like Plaintiff Boxall
7 (31 years at the LA Times) or Black or African-American editors like Plaintiff Braxton (36
8 years), who worked for over three decades as career LA Times employees with minimal
9 to no raises. As a result, the pay gap between these employees and their white male
10 comparators has compounded exponentially over their long careers with the Times.

11 5. Plaintiffs and members of the proposed Classes (defined in detail below)
12 are female employees, Black or African-American employees, and/or Hispanic or Latino
13 employees who were/are employed by Defendants in California at any time from four
14 years prior to the filing of this Complaint through the final judgment in the following
15 positions (at all levels within these positions and among varying titles or levels):

16 (1) Reporter, which covers writing and reporting positions, and includes positions
17 titled as Reporter, Reporter I, Reporter II, Staff Writer, Writer, Editorial Page
18 Writer, "Writer, Editorial Pages", Bureau Chief, Columnist, Columnist/Critic I,
19 Columnist/Critic II, and Correspondent (referred to as "Reporter Covered
20 Positions");

21 (2) Multiplatform Editor, which covers copy editing positions, and includes
22 positions titled as "Editor I, Multiplatform", "Editor II, Multiplatform", "Multiplatform
23 Editor I", "Multiplatform Editor II", "Journalist Graphics & Data", "Journalist,
24 Graphics", "Journalist, Graphics & Data I", "Journalist, Graphics & Data II",
25 "Supervisor, Multiplatform Editing", "Deputy Editor, Social Media", "Multiplatform
26 Editing Lead", "Manager, Multiplatform Editing", "Multiplatform Lead", "Producer,
27 "Editor, Digital", and Editor (referred to as "Multiplatform Editor Covered
28 Positions"); and

1 (3) Assistant Editor, which covers line editing positions, and which includes
2 positions title as Assistant Editor, "Editor, Arts & Entertainment", "Deputy
3 Television Editor", "Assistant Editor, Editorial Pages", "Editor, News Deputy",
4 Editor, and News Editor (referred to as "Assistant Editor Covered Positions")
5 (collectively together, "Covered Positions").

6 6. Plaintiffs are informed and believe that Defendants' policies and practices
7 described in this Complaint adversely affect women and racial/ethnic minorities in other
8 job positions not limited to the Covered Positions identified above, as well.

9 7. Defendants' employees face discrimination in pay based on gender, race,
10 and ethnicity based on centralized policies and practices. The significant pay gaps
11 among the LA Times workforce arise from a small, centralized group of decision makers
12 who did not rely upon lawful factors when allowing wage disparities between genders and
13 among races or ethnicities. Defendants also failed to maintain transparency when it
14 came to pay decisions and instead fostered a culture of secrecy surrounding the pay and
15 salaries of its workforce. Further, Defendants relied on diversity recruitment programs
16 such as the LA Times Metpro training program as a source of cheap labor to depress the
17 salaries of women and minority journalists. Indeed, the stark gaps that emerge between
18 the salaries of male or white reporters and the depressed salaries of female, Hispanic or
19 Latino, or Black or African-American reporters hired through the Metpro program
20 (originally called the Minority Editorial Training Program) demonstrate that the Metpro
21 program is a source of the pay discrimination. Plaintiffs are also informed and believe
22 that Defendants relied on the past salaries of some of its employees to determine pay,
23 which institutionalized and internalized the discrimination its female, African-American,
24 and Latino employees already experienced in the workplace.

25 8. Plaintiffs are informed and believe that Defendants' pay policies and
26 practices impermissibly rely on gender, race, ethnicity, and past pay inequities.

27 9. This action alleges that Defendants have paid and continue to pay female
28 employees in Gender-Based Plaintiff Classes (defined below) in California systematically

1 lower compensation than Defendants have paid and continue to pay male employees
2 performing substantially equal work in the same establishment (through December 31,
3 2015) or for substantially similar work (from January 1, 2016 forward) under similar
4 working conditions. The difference in pay is not based on seniority, merit, a system
5 measuring earnings by quality or quantity of production, or any other bona fide job-related
6 factor not based on sex. Moreover, from January 1, 2017 and forward, Defendants have
7 paid and continue to pay Black or African-American and Hispanic or Latino employees in
8 Race-Based Plaintiff Classes (defined below) in California systematically lower
9 compensation than Defendants have paid and continue to pay employees who are not
10 Black or African-American or Hispanic or Latino performing substantially similar work
11 under similar working conditions. The difference in pay is not based on seniority, merit, a
12 system measuring earnings by quality or quantity of production, or any other bona fide
13 job-related factor not based on race or ethnicity. Defendants have violated and continued
14 to violate California Business and Professions Code § 17200, *et seq.*, based on their
15 violations of the California Equal Pay Act, as amended by the California Fair Pay Act,
16 Cal. Lab. Code § 1197.5, *et seq.* and the California Equal Pay Act, Cal. Lab. Code §
17 1197.5 (West 2015) (amended 2015), as well as the Federal Equal Pay Act (29 U.S.C. §
18 206(d)).

19 10. At all relevant times, Defendants have known or should have known of this
20 unlawful pay disparity between: (a) female and male employees in Gender-Based
21 Covered Positions performing substantially equal or substantially similar work and (b)
22 between Black or African-American and Hispanic or Latino employees, on the one hand,
23 and white employees, on the other, in Race-Based Covered Positions performing
24 substantially similar work. Yet Defendants have failed to equalize employees' pay for
25 substantially equal or substantially similar work or provide back pay for years of
26 discriminatory underpayment of wages. Defendants' failure to pay female, Black or
27 African-American, and Hispanic or Latino employees the same compensation paid to
28 male and white employees for substantially equal or substantially similar work has been

1 and is willful and intentional.

2 11. Based on the claims described in this lawsuit, Plaintiffs and members of the
3 proposed Classes seek the balance of the difference between the wages, including
4 interest thereon, an equal amount as liquidated damages, all applicable statutory and civil
5 penalties, including civil penalties recoverable pursuant to the Private Attorneys General
6 Act ("PAGA"), and attorneys' fees and costs. Plaintiffs, on behalf of the Plaintiff Classes
7 (defined below), seek to certify their non-PAGA state law claims under California Code of
8 Civil Procedure Section 382. With respect to their claims under the Federal Equal Pay
9 Act, Plaintiffs seek to certify a collective action. With respect to their PAGA claim,
10 Plaintiffs intend to pursue a representative action on behalf of all aggrieved employees
11 who experienced one or more violations that Plaintiffs experienced.

12 **JURISDICTION AND VENUE**

13 12. The Court has personal jurisdiction over Defendants because they are
14 residents of and/or doing business in the state of California. Defendant Los Angeles
15 Times Communications LLC is subject to personal jurisdiction as a Delaware limited
16 liability corporation, with its principal place of business in Los Angeles County, conducting
17 substantial and continuous commercial activities in California. Defendant Tribune
18 Publishing Company, formerly doing business as Tronc, Inc., is subject to personal
19 jurisdiction as a Delaware corporation, with its principal place of business in Chicago,
20 conducting substantial and continuous commercial activities in California. This case
21 arises in part from Defendants' wrongful conduct throughout California, including San
22 Bernardino County, where many class members have worked and continue to work for
23 Defendants.

24 13. Venue is proper in this Court in accordance with Section 395(a) and Section
25 395.5 of the California Code of Civil Procedure in that liability arose in this County
26 because at least some of the transactions that are the subject matter of this Complaint
27 occurred therein and/or each Defendant either is found, maintains offices, transacts
28 business, and/or has an agent therein.

PARTIES

14. Plaintiff Bettina Boxall is a woman who is employed by the LA Times as a Reporter (current title: Reporter II) and has worked in Defendants' suburban and Los Angeles offices from August 1987 to the present. Plaintiff Boxall is a resident of Los Angeles County, California.

15. Plaintiff Paloma Esquivel is a Hispanic/Latino woman who is employed by the LA Times as a Reporter (current title: Reporter II) and has worked in Defendants' Orange County and Los Angeles offices from October 2007 to the present. Plaintiff Esquivel is a resident of Riverside County, California.

16. Plaintiff Angel Jennings is a Black/African-American woman who is employed by the LA Times as a Reporter (current title: Reporter I) and has worked in Defendants' Los Angeles office from September 2011 to the present. Plaintiff Jennings is a resident of Los Angeles County, California.

17. Plaintiff Angela Jamison is a Black/African-American woman who is employed by the LA Times as a Multiplatform Editor (current position title: Editor I, Multiplatform) and has worked in Defendants' Los Angeles office from October 2015 to the present. Plaintiff Jamison is a resident of Los Angeles County, California.

18. Plaintiff B.J. Terhune is a woman who is employed by the LA Times and worked as a Multiplatform Editor (title: Multiplatform Editor I) and Assistant Metro Editor during the relevant time period. She has worked in Defendants' Los Angeles office from May 2015 to the present. Plaintiff Terhune is a resident of Los Angeles County, California.

19. Plaintiff E. Gregory Braxton is a Black/African-American man who is employed by the LA Times as an Assistant Editor (current title: Interim Television Editor) and has worked in Defendants' Los Angeles office from August 1982 to the present. Plaintiff Braxton is a resident of Los Angeles County, California.

20. Defendant Los Angeles Times Communications LLC is subject to personal jurisdiction as a Delaware limited liability corporation, with its principal place of business

1 in Los Angeles County, conducting substantial and continuous commercial activities in
2 California. Defendant Tribune Publishing Company, formerly doing business as Tronc,
3 Inc., is subject to personal jurisdiction as a Delaware corporation, with its principal place
4 of business in Chicago, Illinois, conducting substantial and continuous commercial
5 activities in California.

6 21. Section 2(H) of Industrial Wage Commission ("IWC") Order Number 4-2001
7 defines an "employer" as any "person as defined in Section 18 of the [California] Labor
8 Code, who directly or indirectly, or through an agent or any other person, employs or
9 exercises control over the wages, hours, or working conditions of any person." Section
10 2(E) of IWC Order Number 4-2001 defines "employ" as "to engage, suffer, or permit to
11 work." With respect to Defendant Los Angeles Times Communications LLC, it is the
12 entity appearing on Plaintiffs' wage statements as the employer. Defendant Los Angeles
13 Times Communications LLC had the authority to hire Plaintiffs and the putative class,
14 terminate them, give directions on work assignments, issue discipline, and set schedules
15 and wages.

16 22. At all relevant times, Defendants were and are employers covered under
17 the California Labor Code. Plaintiffs are informed and believe that Defendant Tribune
18 Publishing Company formerly doing business as Tronc, Inc. ("Tribune") is a joint
19 employer of Plaintiffs and putative class during the time it owned the Los Angeles Times.
20 Defendant Tribune had the authority to set bonuses, raises, and compensation for the LA
21 Times employees and oversaw the small group of executives, such as former Managing
22 Editor Marc Duvoisin and former editor-in-chief and publisher of the LA Times Davan
23 Maharaj, who oversaw and made decisions about compensation, raises, and hiring
24 decisions, as the key executive overseeing all editorial and business decisions for the
25 Times on behalf of Defendant Tribune from March 2016 to August 2017. The LA Times'
26 management reported to Defendant Tribune's chief executive officer and communicated
27 to employees that "tight corporate budgetary controls" restricted their ability to give
28 raises. Defendant Tribune ultimately held decision-making power over LA Times'

1 management and tightly controlled management's discretion in deciding compensation
2 and pay practices and policies for individual employees and the entire newsroom.
3 Defendants were aware of the unlawful disparities, but failed to develop compensation
4 policies which rely on permissible criteria for wage disparities, and encouraged a culture
5 of pay secrecy in the newsroom which prevented employees from learning about
6 inequality in pay. Plaintiffs are informed and believe that Defendant Tribune was aware of
7 the unlawful pay disparities prior to selling the LA Times to a new owner, had the power
8 to correct these inequities as Defendant Tribune was ultimately in charge of the
9 centralized group overseeing the LA Times operations and compensation decisions.
10 Instead, Defendants created a discriminatory environment that perpetuated the unlawful
11 pay disparities based on gender, race, and ethnicity that emerged among Defendants'
12 employees.

13 23. The true names and capacities of Defendants named as Does 1-100,
14 inclusive, whether individual, corporate, associate, or otherwise, are unknown to
15 Plaintiffs, who therefore sue such Defendants by such fictitious names. Plaintiffs will
16 amend this Complaint to show true names and capacities when they have been
17 determined. Plaintiffs are informed, believe, and, on that basis, allege, that each of the
18 fictitiously named Defendants is responsible in some manner for the occurrences alleged
19 in this Complaint and that Plaintiffs; damages as alleged were legally caused by such
20 Defendants. Plaintiffs are further informed and believe that, at all times mentioned, each
21 of such Defendants was the agent, servant, employee, or representative of each of the
22 remaining Defendants and was at all times acting within the scope of such agency or
23 employment. Plaintiffs allege that Defendants were, at all relevant times, the alter egos
24 and/or the agents of each other. Wherever reference is made to Defendants herein, it is
25 intended to include all of the named Defendants as well as the Doe defendants. Each of
26 the fictitiously named Doe defendants is responsible for the occurrences herein alleged
27 and proximately caused Plaintiffs damages

28 ///

1 **CLASS ACTION ALLEGATIONS**

2 24. Plaintiffs bring this action on behalf of themselves and all others similarly
3 situated as a class action pursuant to California Code of Civil Procedure § 382, on behalf
4 of the following classes.

5 25. The classes that Plaintiffs seek to represent are composed of and defined
6 as follows:

- 7 a. **Gender-Based Reporter Class: All female employees who work(ed)**
8 **for Defendants in California in a Reporter Covered Position**
9 **(defined above) at any time within four (4) years prior to the filing**
10 **of this Complaint until the final judgment** (referred to as the "Gender-
11 Based Reporter Class");
- 12 b. **Race-Based Reporter Class: All Hispanic or Latino or Black or**
13 **African-American employees who work(ed) for Defendants in**
14 **California in a Reporter Covered Position (defined above) at any**
15 **time within four (4) years prior to the filing of this Complaint until**
16 **the final judgment** (referred to as the "Race-Based Reporter Class");
- 17 c. **Gender-Based Multiplatform Editor Class: All female employees**
18 **who work(ed) for Defendants in California in a Multiplatform Editor**
19 **Covered Position (defined above) at any time within four (4) years**
20 **prior to the filing of this Complaint until the final judgment** (referred
21 to as the "Gender-Based Multiplatform Editor Class");
- 22 d. **Race-Based Multiplatform Editor Class: All Black/African-American**
23 **or Hispanic or Latino employees who work(ed) for Defendants in**
24 **California in a Multiplatform Editor Covered Position (defined**
25 **above) at any time within four (4) years prior to the filing of this**
26 **Complaint until the final judgment** (referred to as the "Race-Based
27 Multiplatform Editor Class");
- 28 e. **Gender-Based Assistant Editor Class: All female employees who**

1 **work(ed) for Defendants in California in an Assistant Editor**
2 **Covered Position (defined above) at any time within four (4) years**
3 **prior to the filing of this Complaint until the final judgment** (referred
4 to as the "Gender-Based Assistant Editor Class").

5 f. **Race-Based Assistant Editor Class: All Black/African-American or**
6 **Hispanic or Latino employees who work(ed) for Defendants in**
7 **California in an Assistant Editor Covered Position (defined above)**
8 **at any time within four (4) years prior to the filing of this Complaint**
9 **until the final judgment** (referred to as the "Race-Based Assistant
10 Editor Class").

11 26. The members of the Gender-Based Reporter Class, Gender-Based
12 Assistant Editor, Gender-Based Multiplatform Editor Class (collectively, "Gender-Based
13 Plaintiff Classes"), Race-Based Reporter Class, Race-Based Multiplatform Editor Class,
14 and Race-Based Assistant Editor Class (collectively, "Race-Based Plaintiff Classes")
15 (altogether collectively referred to as, "Plaintiff Classes") are so numerous that joinder of
16 all members would be unfeasible and impracticable. The membership of the Plaintiff
17 Classes is greater than 100 individuals, but the identity of such membership is readily
18 ascertainable via inspection of the personnel records and other documents maintained by
19 Defendants.

20 27. There are common questions of law and fact as to members of the Plaintiff
21 Classes which predominate over questions affecting only individual members, including,
22 without limitation:

23 A. Whether Defendants denied Plaintiffs and members of the Plaintiff
24 Classes equal wages for substantially equal or substantially similar work to which
25 they are entitled pursuant to the California Equal Pay Act without legal justification
26 as defined in the statute;

27 B. Whether Defendants' failure to compensate female employees at a
28 level commensurate with comparable male employees was willful within the

1 meaning of the California Equal Pay Act;

2 C. Whether Defendants' failure to compensate Black/African-American
3 and Latino/Hispanic employees at a level commensurate with comparable
4 employees who are not Black/African-American or Latino/Hispanic was willful
5 within the meaning of the California Equal Pay Act;

6 D. Whether Defendants engaged in unfair business practices under
7 Section 17200, *et seq.*, of the California Business and Professions Code;

8 E. The effect upon and the extent of damages suffered by members of
9 the Plaintiff Classes and the appropriate amount of compensation.

10 28. The claims Plaintiffs plead as class action claims and the relief they seek
11 are typical of the claims and relief necessary to remedy the claims of all members of the
12 Plaintiff Classes as they arise out of the same course of conduct and are predicated on
13 the same violation(s) of the law. Plaintiffs, as representative parties, will fairly and
14 adequately protect the interests of the classes by vigorously pursuing this suit through
15 their attorneys who are skilled and experienced in handling matters of this type.

16 29. Plaintiffs, on behalf of themselves and as Class Representatives for the
17 Plaintiff Classes, seek the following relief for their individual claims and for those of the
18 members of the proposed Classes: (a) a declaratory judgment that Defendants have
19 engaged in systemic gender and racial discrimination against the Classes by paying
20 female and/or minority employees less than their male or non-minority counterparts for
21 substantially equal or substantially similar work; by (b) a permanent injunction against
22 such continuing discriminatory pay practices, policies, and procedures; (c) injunctive relief
23 that effectuates a restructuring of Defendants' compensation policies, practices, and
24 procedures; (d) the unpaid balance of wages owed, plus interest on that amount, (e)
25 liquidated damages; (f) compensatory damages; (g) attorneys' fees, costs, and
26 expenses; (h) statutory and civil penalties; and (i) other equitable remedies necessary to
27 make the female and minority employees whole from Defendants' discrimination.

28 30. The nature of this action and the nature of the laws available to the Plaintiff

1 Classes make use of the class action format, a particularly efficient and appropriate
2 procedure to afford relief to members of the Plaintiff Classes. Further, this case involves
3 a corporate employer and a large number of individual employees possessing claims with
4 common issues of law and fact. If each employee were required to file an individual
5 lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage
6 since they would be able to exploit and overwhelm the limited resources of each
7 individual plaintiff with their vastly superior financial and legal resources. Requiring each
8 class member to pursue an individual remedy would also discourage the assertion of
9 lawful claims by employees who would be disinclined to pursue an action against their
10 present and/or former employer for an appreciable and justifiable fear of retaliation and
11 permanent damage to their careers at present and/or subsequent employment. Proof of
12 a common business practice or factual pattern, of which the named Plaintiffs
13 experienced, is representative of the Plaintiff Classes and will establish the right of each
14 of the members of the Plaintiff Classes to recovery on these alleged claims.

15 31. The prosecution of separate actions by the individual members of the
16 Plaintiff Classes, even if possible, would create: (a) a substantial risk of inconvenient or
17 varying verdicts or adjudications with respect to the individual members of the Plaintiff
18 Classes against the Defendants; and/or (b) legal determinations with respect to the
19 individual members of the Plaintiff Classes which would, as a practical matter, be
20 dispositive of the other class members' claims who are not parties to the adjudications
21 and/or would substantially impair or impede the ability of class members to protect their
22 interests. Further, the claims of the individual members of the Plaintiff Classes are not
23 sufficiently large to warrant vigorous individual prosecution considering all of the
24 associated concomitant costs and expenses. Plaintiffs are unaware of any difficulties
25 that are likely to be encountered in the management of this action that would preclude its
26 maintenance as a class action.

27 **FLSA COLLECTIVE ACTION ALLEGATIONS**

28 32. Plaintiff brings FLSA claims on behalf of the following classes listed above:

1 Gender-Based Reporter Class, Gender-Based Multiplatform Editor Class, and Gender-
2 Based Assistant Editor Class) (collectively referred to as the “FLSA Classes”).

3 33. Defendants are liable under the FLSA for failing to properly compensate
4 Plaintiffs and the FLSA Classes in accordance with the Federal Equal Pay Act, 29 U.S.C.
5 § 206(d), and therefore, notice should be sent to the members of the FLSA Classes. The
6 members of the FLSA Classes would benefit from issuance of a court supervised Notice
7 of the present lawsuit and the opportunity to join in the present lawsuit. Members of the
8 FLSA Classes are known to Defendants, are readily ascertainable and can be located
9 through Defendants' records.

10 **FACTS COMMON TO ALL CAUSES OF ACTION**

11 34. The LA Times has not been immune to the economic pressures of the
12 changing news industry. Like many news organizations, the LA Times has faced layoffs,
13 staff reductions, and rapid transitions in management and ownership in recent years. Yet,
14 during these times of financial struggle and uncertainty, Defendants placed these
15 economic burdens mainly on the shoulders of female and minority employees, who
16 accepted lowball starting salaries for the opportunity to advance at the prestigious paper
17 or suffered through years without any raises even after contributing to Pulitzer Prize
18 winning work. At the same time that these requests for raises were ignored, Defendants
19 doled out the rewards of a limited budget to their white and/or male counterparts and
20 subsequent hires as the paper transitioned and expanded to meet the needs of digital
21 audience.

22 35. These problems affecting pay are systemic and company-wide. They stem
23 from Defendants' common employment policies, practices, and procedures, including
24 Defendants' compensation policies, practices, and procedures. Such policies, practices,
25 and procedures are not valid, job-related, or justified by business necessity and all suffer
26 from: a lack of transparency; inadequate quality standards and controls; insufficient
27 implementation metrics; and inadequate opportunities for redress or challenge. As a
28 result, female and minority employees are compensated within a system that is

1 insufficiently designed or implemented to consistently, reliably, or equitably manage or
2 reward employees. These problems affecting pay also stem from centralized decision
3 making by Defendants' predominately male leadership team, which maintains centralized
4 control over employees' terms and conditions of employment and is responsible for
5 formulating, reviewing, and approving the acts, policies, and practices that result in the
6 systemic unlawful disparate treatment and unlawful disparate impact on female and
7 minority employees in pay. This small, centralized group of decision makers relied on
8 impermissible criteria in making pay decisions, perpetuated a culture of pay secrecy,
9 encouraged a lack of pay transparency, exploited Metpro trainees for cheap labor, and
10 impermissibly based compensation decisions on past salaries, which ultimately created
11 unlawful wage differentials between genders and among races or ethnicities.

12 36. Plaintiffs and proposed members of the Plaintiff Classes and FLSA Class
13 are current or former employees of Defendants in a Covered Position.

14 **ALLEGATIONS OF NAMED PLAINTIFFS**

15 **Plaintiff Boxall**

16 37. Plaintiff Bettina Boxall is a white woman who is currently employed by the
17 LA Times in a Reporter Covered Position (current title: Reporter II). She began working
18 for the LA Times in August 1987. Over her long career, she has reported on top events
19 and issues of the past three decades, winning numerous honors and awards, including a
20 Pulitzer Prize with a colleague for their five-part series on wildfire in the West and first
21 place for environmental reporting in 2014 from the California News Publishers
22 Association.

23 38. Ms. Boxall earned her B.A. in Journalism, graduating summa cum laude
24 from the University of Maine at Orono. Prior to joining the LA Times in 1987, Ms. Boxall
25 worked at local newspapers as a staff photographer and staff writer, winning an award for
26 first prize in feature writing from the New England Associated Press News Executives
27 Association in 1981.

28 39. In 1987, she joined the LA Times as a staff writer. From 1987 to 1992, Ms.

1 Boxall covered stories for the suburban editions of the paper in southeast Los Angeles
2 County and Long Beach. In 1992, Ms. Boxall was promoted to the downtown LA Metro
3 staff, writing about gay rights issues and the AIDS crisis for both Metro and the national
4 desk. As a general assignment reporter, Ms. Boxall has helped cover major news
5 events, such as the 1994 Northridge earthquake, 1993 Malibu wildfires, and statewide
6 ballot initiatives. She also handled rewrites on breaking news stories in Southern
7 California. As a roving state reporter from 1999-2002, Ms. Boxall traveled throughout
8 California, writing feature and environmental pieces. As of 2003, Ms. Boxall has been an
9 environmental reporter covering statewide natural resource issues, particularly water,
10 wildfire and public lands management. In her work as a reporter at the LA Times, Ms.
11 Boxall has written projects, reported investigative pieces and did rewrite for the paper's
12 national desk during the Deepwater Horizon oil spill.

13 40. Despite her long history and distinguished reporting at the LA Times, Ms.
14 Boxall has faced discrimination in pay based on her gender. Ms. Boxall first learned of
15 disparities in pay in the 1990s when a male reporter conducted an informal study of
16 salaries in the Metro Bureau and asked volunteers to submit anonymously their gender,
17 experience, tenure, and salary. When the results were posted on a bulletin board, Ms.
18 Boxall saw that she was on the lower end of the salary range. After her promotion to the
19 LA Metro Bureau in 1992, Ms. Boxall only received minimal, cost of living raises ranging
20 from as low as 0.9% to a maximum of 4.1% over the next 16 years through 2008.

21 41. In or around 2006, Ms. Boxall told her then-editor, a white male, that she
22 believed she was underpaid. The editor, who gave her a good review, told the then
23 Metro Editor, an African-American female, that if Ms. Boxall was in fact underpaid, she
24 should get a bump in pay. In response, the Metro Editor granted Ms. Boxall a minimal 1%
25 raise and ignored the editor's suggestion for a higher bump. Ms. Boxall later learned that
26 the Metro Editor chastised the editor for complaining during an editors' meeting that his
27 input on Ms. Boxall's salary was ignored.

28 42. In 2009, Ms. Boxall won a Pulitzer Prize for her reporting with her colleague

1 Julie Cart, another female reporter. That same year, another white male reporter was a
2 finalist in another Pulitzer category. Ms. Boxall later learned from her white male
3 colleague that during that period he received bonuses in multiple years. Even though
4 Ms. Boxall and her female colleague both won the Pulitzer Prize in their category, adding
5 another Pulitzer Prize to the LA Times's list of achievements, neither Ms. Boxall nor her
6 colleague received any bonus or raise in connection with this accomplishment. In 2010,
7 another year passed with no bonus or raise.

8 43. Finally, in 2011, during a round of newsroom-wide raises, Ms. Boxall's
9 department head at the time, a white male, expressed to her that she was behind in pay
10 compared to other reporters which is why she was receiving a bigger raise at 7.9%.

11 44. For the next five years, Ms. Boxall's salary remained the same with no
12 raises. Sometime between 2012 and 2016, Ms. Boxall asked then-Managing Editor Marc
13 Duvoisin for a raise on at least one occasion, but he brushed off her request and the
14 discussion never resulted in any raise.

15 45. Around 2016, Defendant Tribune announced newsroom-wide raises of
16 2.5% and Ms. Boxall received positive performance reviews from her direct editor.
17 Despite this, Ms. Boxall only received a 1% raise. When Ms. Boxall's department head, a
18 white male, informed her of the nominal raise, he expressed that the low percentage
19 "didn't mean anything" to confirm that it was not a reflection of performance. Ms. Boxall
20 responded that the 1% raise was "unacceptable" for a tenured nearly 30-year employee
21 and Pulitzer Prize winner. Her department head countered that some employees were
22 earning half her salary. Ms. Boxall replied that she believed her male colleagues with
23 similar levels of experience were paid more than her, and specifically referred to
24 California's recent passage of the Fair Pay Act amendments. Her department head
25 replied that she would have to supply names of male colleagues to compare salaries, to
26 which Ms. Boxall responded that the department head himself could easily compile an
27 anonymous salary list for Metro reporters based on gender and experience. A few days
28 or weeks after this meeting, her department head suggested Ms. Boxall contact Human

1 Resources and provided the name of the Company's Human Resources manager.

2 46. Ms. Boxall met with the Human Resources manager several times in 2016.
3 He told her that in light of the new state law, Human Resources was examining salaries.
4 In subsequent meetings, he reported that the review of salaries did not reveal a "pattern"
5 of gender discrimination between men and women. Still, he agreed that Ms. Boxall's
6 salary was lower than it should be and prompted her to tell him what she thought she
7 should be earning. Ms. Boxall did not know what her male counterparts were earning
8 because the newsroom had a long tradition of pay secrecy. Ms. Boxall felt as if she were
9 negotiating against herself without knowing the proper salary range. He later called Ms.
10 Boxall into his office to increase her salary (which had remained the same from 2011
11 through 2016) from the 1% originally offered to a figure about 8% higher. He (the HR
12 manager) added that her department head and then-Managing Editor Marc Duvoisin
13 "were happy" to approve the raise. Later that day, her department head thanked Ms.
14 Boxall for "calling it [the pay gap issue] to our attention." Ms. Boxall later learned that
15 even after this increase in 2016, her salary remained well below those of her male
16 counterpart reporters with similar experience and tenure.

17 47. Based on her own investigation and discussions with others, Plaintiff Boxall
18 learned she was paid less than men for substantially equal or similar work performed
19 under similar working conditions, when viewed as a composite of skill, effort, and
20 responsibility -- even after the raises. Specifically, a number of male reporters with less
21 experience and industry recognition are making substantially more money than Plaintiff
22 Boxall despite performing substantially similar work. There is no legitimate, lawful reason
23 which accounts for the pay disparity.

24 **Plaintiff Esquivel**

25 48. Plaintiff Paloma Esquivel is a Hispanic/Latino woman who is currently
26 employed by the LA Times as a Reporter (current title: Reporter II). Ms. Esquivel began
27 working for the LA Times in October 2007 through the Metpro program as a Metpro
28 Trainee. Before joining the LA Times, Ms. Esquivel earned her Master's Degree in

1 journalism from Syracuse University, had broadcast radio experience, interned at the
2 Nation Magazine and the Post-Standard in Syracuse, worked for a local news agency,
3 and did freelance writing. In 2011, Ms. Esquivel received a Pulitzer Prize with a team of
4 reporters for their investigative reporting on the City of Bell, and in 2016, was a lead
5 reporter on a team that won a Pulitzer Prize for its coverage of the San Bernardino
6 shootings.

7 49. The Metpro program was started in 1984 as a diversity training program
8 promising up to 2 years of mentorship and training for recent college graduates or
9 journalists with limited professional experience in exchange for a small stipend and
10 housing. Although the program is in theory a 2-year program, Defendants began using
11 the Metpro program as a cheap labor pool to keep wages on the lower end for these
12 employees for a longer period of time. Because the Metpro program has pre-set salaries,
13 employees hired as full-time reporters through this training program start and remain far
14 behind comparators hired outside of this diversity recruitment program. The program
15 was originally called the "Minority Editorial Training Program", and an Assistant Managing
16 Editor, a white male, admitted it was a pool for cheap labor through which Defendants
17 could underpay seasoned minority journalists.

18 50. Around 2008, after six months of starting the program, Defendants had Ms.
19 Esquivel performing the work of a full-time staff reporter and by 2014 she was promoted
20 to "Reporter II."

21 51. Ms. Esquivel's requests to her editors for raises in her first few years were
22 ultimately delayed or ignored. She was told by management that the company was in a
23 difficult financial situation and that it was not the right time for the company to give raises.
24 Around 2010, her then boss, a white male, told her that she would be promoted to the
25 Reporter II position by fall of that same year. That promotion did not happen, despite the
26 fact that Ms. Esquivel's work uncovering corruption in the city of Bell in 2010, would help
27 the LA Times win a Pulitzer Prize the following year.

28 52. Ms. Esquivel received a bonus for her Pulitzer win in 2011. But when, three

1 years later, she approached her editor, a male, asking to be promoted to Reporter II and
2 for the corresponding increase in salary because she was underpaid and deserved to
3 make more based on her work, her editor again told her "it was not the time" and told her
4 to ask again in 6 months around 2014, at which point he again told her it was not the
5 time, and he had so many employees who were leaving and he had to handle that issue.
6 Ms. Esquivel responded that all these employees were leaving the paper and she wanted
7 to stay working at the paper, but his refusal to address her raise requests was making her
8 question her decision to stay at the LA Times. Rather than advocating to then-Managing
9 Editor Marc Duvoisin on her behalf, the editor sent Ms. Esquivel to meet with the
10 Managing Editor alone and plead her case for a raise. When the Managing Editor
11 emailed her with an offer for a raise, Ms. Esquivel responded that this raise was not
12 enough and that she knew that other reporters similar to her experience were making
13 more than what she was offered by the Managing Editor. The Managing Editor told her
14 that any raises over 10% were being scrutinized closely because of "tight corporate
15 budgetary controls" and agreed to give her a raise and then another at the end of the
16 year. The Managing Editor instructed her to keep the information about her salary and
17 raises confidential.

18 53. Based on her own investigation and discussions with others, Plaintiff
19 learned she was paid less than male or non-Hispanic/Latino employees for substantially
20 equal or similar work performed under similar working conditions, when viewed as a
21 composite of skill, effort, and responsibility. Specifically, a number of male and non-
22 Hispanic/Latino reporters with less experience and industry recognition are making
23 substantially more money than Plaintiff Esquivel despite performing substantially similar
24 work. There is no legitimate, lawful reason which accounts for the pay disparity.

25 **Plaintiff Jennings**

26 54. Plaintiff Angel Jennings is a Black/African-American woman who is
27 employed by the LA Times as a Reporter (current title: Reporter I). Ms. Jennings began
28 working for the LA Times in September 2011 through the Metpro program as a Metpro

1 trainee. Before joining the LA Times, Ms. Jennings earned her Bachelor's Degree in
2 Journalism from the University of Nebraska, Lincoln, completed internships at The
3 Shreveport Times, Minneapolis Star-Tribune, The New York Times, and The Boston
4 Globe, and served as a News Assistant at the Wall Street Journal. In 2015, Ms. Jennings
5 was part of the team that won an award from the Associated Press Sports Editor
6 organization for their coverage of the Donald Sterling/Clippers scandal, and in 2016, Ms.
7 Jennings was part of a team that won the Los Angeles Times another Pulitzer Prize for its
8 work covering the San Bernardino Shooting.

9 55. Ms. Jennings was hired on as full-time Reporter in 2012, and first worked
10 as a general assignment reporter tackling dangerous assignments that required her to
11 interview and report during active shootings, volatile wildfires and unpredictable protests.
12 She covered breaking news stories such as mass shootings, the Dorner manhunt, LAX
13 shooting, Michael Brown protests as well as a variety of topics ranging from wildfires,
14 healthcare, local government, law enforcement, and water quality, and performed re-
15 writes of trending stories for the paper's most popular blog, L.A. Now. Over the next
16 eight years, Ms. Jennings covered stories in South L.A., Inglewood, and Compton, and
17 has become a leading voice on race issues, particularly those affecting African American
18 communities in Los Angeles.

19 56. Despite her significant accomplishments and tenure at the LA Times, Ms.
20 Jennings' compensation as a Reporter remains tied to her low pay when she first joined
21 the LA Times as a Metpro trainee, which has kept her in at the lowest range of salaries
22 for reporters, even those with less tenure and less experience than Ms. Jennings. Ms.
23 Jennings is the only African American reporter in the California section, the paper's
24 largest news department, which covers city, county and statewide news. Since Ms.
25 Jennings joined the LA Times in 2011, there have been only two other African American
26 reporters in the paper's California section, with a small number joining and leaving over
27 the next several years.

28 57. On numerous occasions, Ms. Jennings requested raises and complained

1 about pay discrimination based on her gender and race to LA Times' management, in
2 person, in meetings, in emails, and in formal complaints under the paper's former and
3 current owners.

4 58. In January 2018, Defendant Tribune officially appointed Jim Kirk, who
5 joined Defendant Tribune as a senior executive only months prior, as the Executive
6 Editor of the LA Times following Defendant Tribune's dismissal of Kirk's predecessor,
7 Lewis D'Vorkin. In connection with the paper's announcement of his appointment, Kirk
8 announced plans to expand the newsroom and diversity and stated: "There will be tough
9 choices to make, but I promise that we will be transparent when we have to make those
10 choices." Prior to Defendant Tribune's sale of the paper, Ms. Jennings emailed
11 Executive Editor Kirk around April 2018 and expressly complained that she learned that
12 several white male reporters who were hired after her and with less experience were
13 being paid significantly more than her. Ms. Jennings declared this pay discrimination to
14 be illegal and put the Executive Editor on notice that she was being unlawfully underpaid
15 as a black female reporter brought in under the Metpro program compared to colleagues
16 with less experience. Ms. Jennings pointed to the Executive Editor's ability to rectify the
17 situation. The next day, the Executive Editor thanked Ms. Jennings for raising "her
18 concern" with him and forwarded her complaint to Human Resources to investigate her
19 claims. Ms. Jennings met with the head of the Human Resources department the next
20 week to document her pay discrimination complaint, and met a second time after the
21 Human Resources Head asked for additional information. On June 5, 2018, the Human
22 Resources Head concluded her investigation and announced to Ms. Jennings that her
23 complaint of pay discrimination was unfounded. The Human Resources Head told Ms.
24 Jennings that she actually earned slightly more than other reporters classified as
25 "Reporter I" due to her overtime hours. The Human Resources Head also noted that the
26 white male reporters that Ms. Jennings had identified were not proper "comparables
27 [sic.]" because they were classified as "Reporter II" compared to her classification as
28 "Reporter I." Ms. Jennings reiterated to the Human Resources Head that these were

1 reporters who perform similar work as herself but Defendants hired white reporters under
2 more prestigious job titles than non-white reporters and provided higher pay even if they
3 had less experience than Ms. Jennings.

4 59. After the paper's sale in 2018, Ms. Jennings again laid out her complaints
5 about her discriminatory low pay before the paper's Assistant Managing Editor and new
6 Managing Editor, both white men. The Managing Editor acknowledged that she seemed
7 to have a valid complaint of discrimination, but told her he did not have the power to give
8 her a raise, even though he also admitted that he gave raises to four or five other
9 employees based on competing job offers. She was then sent to present her case to the
10 Executive Editor, a white male, and complained that she thought she was being paid less
11 than other reporters because she was a woman and person of color. The Executive
12 Editor acknowledged her abominably low pay and said he would treat their discussion as
13 a job offer in presenting her case for a raise to the paper's new owner. Despite this, her
14 efforts failed to bring any change to her salary and she has yet to receive a raise.

15 60. Based on her own investigation and discussions with others, Plaintiff
16 learned she was paid less than male or non-Black/African-American employees for
17 substantially equal or similar work performed under similar working conditions, when
18 viewed as a composite of skill, effort, and responsibility. Specifically, a number of male
19 and non-Black/African-American reporters with less experience and industry recognition
20 are making substantially more money than Plaintiff Jennings despite performing
21 substantially similar work. There is no legitimate, lawful reason which accounts for the
22 pay disparity.

23 **Plaintiff Jamison**

24 61. Plaintiff Angela Jamison is a Black/African-American woman who is
25 employed by the LA Times in a Multiplatform Editor Covered Position (currently title:
26 Editor I, Multiplatform). Ms. Jamison began working for the LA Times in October 2015,
27 but has about 22 years of journalism and research experience. She received her
28 Bachelor's Degree and Master's Degree in Journalism from the University of Missouri-

1 Columbia. Prior to joining the LA Times, Ms. Jamison worked as a copy editor for
2 newspapers such as the Austin American-Statesman, Dayton Daily News, and Virginian-
3 Pilot. She has also worked as Deputy Editor for Dell, Inc. publications and content, web
4 producer for MSN.com, and research associate for the Texas Senate Research Center.
5 In 2017 and again in 2018, Ms. Jamison was recognized for her copy editing work at the
6 LA Times with awards and honors from ACES: The Society for Editing.

7 62. In 2015, Ms. Jamison interviewed with a former Assistant Managing Editor,
8 an Asian-American man, and she was offered the Multiplatform Editor position. When the
9 hiring manager told her on the phone call the starting salary for the position, Ms. Jamison
10 paused upon hearing the low number and told him she would have to give it some
11 thought, at which point the hiring manager then offered a slightly higher figure.

12 63. When Defendant Tribune announced newsroom-wide raises around
13 September 2016, Ms. Jamison was told she was not getting a raise because at the time
14 she had been working at the LA Times for 11 months and 4 days, and the raise was only
15 given to those with at least one year. Ms. Jamison's supervisor, a white female, told her
16 she would talk to the manager involved with the newsroom budget (the former Deputy
17 Managing Editor, a white man) to try to find funds and confirmed that the absence of a
18 raise was "not a reflection of [her] work, it's just the rule." Ms. Jamison never received
19 any follow up after the September 2016 discussion with her supervisor. Ms. Jamison
20 later continued to ask her supervisor in early 2017, who told her it was a priority of hers,
21 but part of the issue was related to issues in Chicago (referring to Defendant Tribune).
22 Ms. Jamison's editor delayed with excuses that it was not the right time because the
23 paper was going through platform transition, or that she had not heard anything back
24 from management, until the editor finally retired around June 2017. When Ms. Jamison
25 revisited the topic with her new supervisor, an Asian American woman, in the fall of 2017,
26 the new supervisor acknowledged that the previous editor had mentioned Ms. Jamison's
27 raise request, but ultimately ignored and never followed up on the issue. Ms. Jamison's
28 salary has not changed since starting with the LA Times in October 2015.

64. Based on her own investigation and discussions with others, Plaintiff Jamison learned she was paid less than male or non-Black/African employees for substantially equal or similar work performed under similar working conditions, when viewed as a composite of skill, effort, and responsibility. Many of the white persons earning more than Ms. Jamison have worked in the industry for less time, have been at the Los Angeles Times for less time, and/or have been in their current position for less time. There is no legitimate, lawful reason which accounts for the pay disparity.

Plaintiff Terhune

65. Plaintiff B.J. Terhune is a woman who is employed by the LA Times and worked as a Multiplatform Editor (title: Multiplatform Editor I) and Assistant Metro Editor during the relevant time period. She has worked in Defendants' Los Angeles office from May 2015 to the present. Her previous accomplishments at the LA Times include sharing in the 2016 Pulitzer Prize for breaking news coverage of the San Bernardino terrorist attack. She received her bachelor's degree in Journalism from the University of Florida. Prior to joining the LA Times in 2015, Ms. Terhune was a City Editor and Copy Chief at the Orange County Register, a Copy Chief at the Atlanta Journal-Constitution and Orlando Sentinel, and a Copy Editor at the Gainesville Sun and Palm Beach Post. When she started at the LA Times, Ms. Terhune was hired as a Multiplatform editor for the morning copy desk. Despite her over 20 years of journalism experience, the LA Times offered her a salary which Ms. Terhune's independent research revealed was below the appropriate pay range. Ms. Terhune asked for a higher salary, and she was offered an additional portion of the difference between her initial offer and the amount Ms. Terhune had researched. She accepted the position, as it paid more than her then-position.

66. Ms. Terhune swiftly began to thrive at the LA Times. Within a year of her arrival at the Times, she was part of the Pulitzer Prize winning team for reporting the San Bernardino terrorist attack. When the LA Times was purchased in 2016, there were small raises given to most of the newsroom, and Ms. Terhune was among those who received a raise. However, Ms. Terhune did not receive a performance review until 2017, where

1 she received glowing remarks. These accomplishments prompted her to ask for a raise in
2 her salary, given that she knew that she was still underpaid. Ms. Terhune's first request
3 for a raise was outright denied by her then-supervisor, who said that Ms. Terhune's
4 performance review was purportedly paired with her prior year's raise.

5 67. Starting in 2018, Ms. Terhune began to actively advocate for a promotion to
6 the Assistant Metro Editor position. However, those talks were temporarily stalled by the
7 Metro Editor, a white man, who made it clear that any such promotion was at a standstill
8 until the closing of another sale of the LA Times. In April 2018, during the interim period
9 before the sale closed, the Metro Editor told Ms. Terhune that the position was hers.
10 However, he also said that the LA Times could not pay her more than what she was
11 making in her current role. Ms. Terhune was taken back, especially given that the LA
12 Times Guild had already publicized a pay study that detailed the pay disparities and
13 placed her below the 50th percentile for her pay group, as Multiplatform Editor I.
14 Accordingly, Ms. Terhune declined the offer, stating to the Metro Editor that it was not
15 reasonable for her to move into a management role without commensurate pay.

16 68. The Metro Editor and then-Interim Editor in Chief nevertheless continued to
17 string along Ms. Terhune. For example, they offered to advocate on her behalf for a raise
18 once the sale finalized but refused to tell her the amount. During this time, Ms. Terhune's
19 independent research revealed an amount that she believed to be appropriate pay for the
20 promotion to Assistant Metro Editor— albeit at what she understood to be the lower end
21 for paid employees for that position in the Metro department.

22 69. Following the closing of LA Times' sale in June 2018, Ms. Terhune went
23 directly to the Managing Editor, a white man, about her promotion to Assistant Metro
24 Editor. Much to Ms. Terhune's surprise, he responded that she had already turned down
25 the role. He did not, however, mention the truth: Ms. Terhune did not accept the offer
26 based on the LA Times' refusal to pay commensurate to the responsibilities of a higher
27 position. Ms. Terhune corrected the narrative, which prompted the managing editor to say
28 that they would figure out her pay. But when Ms. Terhune was finally offered the position

1 in August 2018, the LA Times tendered a salary less than what Ms. Terhune believed to
2 be the lower end of salaries for that department. Ms. Terhune communicated to the
3 Managing Editor that she was expecting a starting salary at the level of her independent
4 research. Ms. Terhune subsequently negotiated the salary slightly less than the amount
5 indicated in her independent research. This salary still placed Ms. Terhune as among the
6 lowest paid employees for her position in the Metro section.

7 70. Based on her own investigation and discussions with others, Plaintiff
8 Terhune learned she was paid less than male employees for substantially similar work
9 performed under similar working conditions, when viewed as a composite of skill, effort,
10 and responsibility. Many of the men earning more than Ms. Terhune have worked in the
11 industry for less time, have been at the LA Times for less time, and/or have been in their
12 current position for less time. There is no legitimate, lawful reason which accounts for the
13 pay disparity.

14 **Plaintiff Braxton**

15 71. Plaintiff E. Gregory Braxton is a Black/African-American man who is
16 employed by the LA Times in an Assistant Editor Covered Position (currently title: Interim
17 Television Editor). He has worked for the LA Times for 36 years since August 1982. His
18 many achievements and honors include being part of teams that won the paper three
19 Pulitzer Prizes (1993 for coverage on the LA riots, 1995 on the Northridge earthquake,
20 and 1998 on the North Hollywood Bank Shootout). Mr. Braxton was also recognized in
21 2000 by the Writers Guild of America West as an industry pioneer who assisted in the
22 employment and expression of African Americans in television through his reporting, and
23 honored as the 2013 Penny Bender Fuchs Diversity Fellow by the Society for Features
24 Journalism.

25 72. Mr. Braxton earned his Bachelor's Degree from California State University
26 at Northridge. From 1978 to 1982, Mr. Braxton was a reporter for the Los Angeles Herald
27 Examiner, covering news and feature stories on the city, police, and entertainment. In
28 August 1982, he joined the LA Times as a general assignment reporter for the Glendale

1 suburban section of the paper, moving on to report daily police stories and crime trends
2 for the Valley edition of the Times from 1984 to 1985. From 1985 to 1992, Mr. Braxton
3 reported for the daily Valley Edition and covered stories in the San Fernando Valley,
4 including issues such as community development, politics, crime, and entertainment.

5 73. As of May 1992 to the present, Mr. Braxton has served as an entertainment
6 reporter for the daily and Sunday Calendar. As a reporter, he generates new stories and
7 long-range features on the television and film industry, including stage productions. Mr.
8 Braxton reports on breaking news, discusses industry trends, and examines the cultural
9 impacts of television and film. In March 2016, Mr. Braxton was promoted to Deputy
10 Television Editor, an Assistant Editor position, and was second in command to the
11 paper's Television Editor in supervising and managing television coverage. In addition to
12 his writing duties, Mr. Braxton performed editing duties on breaking news and features,
13 as well as overseeing the entertainment section when the Television Editor was absent.
14 Mr. Braxton received only a minor raise in connection with his promotion to Deputy
15 Television Editor.

16 74. In March 2018, Defendants finally appointed Mr. Braxton as Interim
17 Television Editor after having him perform the duties and responsibilities for several
18 months in his position as Deputy Television Editor. As Interim Television Editor, Mr.
19 Braxton is responsible for supervising all coverage of the television industry and his
20 duties include assigning and editing stories; supervising reporters, critics, and
21 freelancers; and working with other editors to coordinate news coverage. Mr. Braxton's
22 job duties and responsibilities as Interim Television Editor increased substantially but he
23 did not receive any raise upon his appointment to the interim position. In addition to
24 editing and other responsibilities as an Assistant Editor, he also continues to write stories,
25 and is the only other editor in the Calendar section who both edits and writes.

26 75. Based on his own investigation and discussions with others, Plaintiff
27 Braxton learned he was paid less than non-Black/African-American employees for
28 substantially similar work performed under similar working conditions, when viewed as a

1 composite of skill, effort, and responsibility. Many of the white persons earning more than
2 Mr. Braxton have worked in the industry for less time, have been at the Los Angeles
3 Times for less time, and/or have been in their current position for less time. There is no
4 legitimate, lawful reason which accounts for the pay disparity.

5 **FIRST CAUSE OF ACTION**

6 **VIOLATION OF CALIFORNIA EQUAL PAY ACT**

7 (California Equal Pay Act, as amended by the California Fair Pay Act, Cal. Lab. Code
8 § 1197.5, *et seq.*; California Equal Pay Act, Cal. Lab. Code § 1197.5 (West 2015)
9 (amended 2015))

10 (On behalf of Plaintiffs, in their individual and representative capacities,
11 and the Plaintiff Classes against Defendants Los Angeles Times Communications LLC,
12 Tribune Publishing Company, and Does 1-100)

13 76. Plaintiffs repeat, reallege, and incorporate by reference the allegations
14 contained in all previous paragraphs as though fully set forth at length herein.

15 77. From the beginning of the Class Period until at least December 31, 2015,
16 Defendants have discriminated against Plaintiffs Boxall, Esquivel, and Jamison and
17 members of the Gender-Based Reporter Class and Gender-Based Multiplatform Editor
18 Class in violation of the California Equal Pay Act, Cal. Lab. Code § 1197.5 (West 2015)
19 (amended 2015). Defendants have paid Plaintiffs Boxall, Esquivel, Jennings, Terhune,
20 and Jamison and members of the Gender-Based Reporter Class, Gender-Based
21 Assistant Editor, and Gender-Based Multiplatform Editor Class less than similarly-
22 situated male employees in the same establishment performing equal work on jobs the
23 performance of which requires equal skill, effort, and responsibility, and which are
24 performed under similar working conditions.

25 78. From at least January 1, 2016 until the present, Defendants have
26 discriminated against Plaintiffs Boxall, Esquivel, Jennings, Terhune, and Jamison and
27 members of the Gender-Based Reporter Class, Gender-Based Assistant Editor, and
28 Gender-Based Multiplatform Editor Class in violation of the California Equal Pay Act, as

1 amended by the California Fair Pay Act, Cal. Lab. Code § 1197.5, *et seq.* Defendants
2 have paid Plaintiffs Boxall, Esquivel, Jennings, Terhune and Jamison and members of
3 the Gender-Based Reporter Class, Gender-Based Assistant Editor, and Gender-Based
4 Multiplatform Editor Class less than similarly-situated male employees performing
5 substantially similar work, when viewed as a composite of skill, effort, and responsibility,
6 and performed under similar working conditions.

7 79. From at least January 1, 2017 until the present, Defendants have
8 discriminated against Plaintiffs Esquivel, Jennings, Jamison, and Braxton and members
9 of the Race-Based Reporter Class, Race-Based Multiplatform Editor Class, and Race-
10 Based Assistant Editor Class in violation of the California Equal Pay Act, as amended by
11 the California Fair Pay Act, Cal. Lab. Code § 1197.5, *et seq.* Defendants have paid
12 Plaintiffs Esquivel, Jennings, Jamison, and Braxton and members of the Race-Based
13 Reporter Class, Race-Based Multiplatform Editor Class, and Race-Based Assistant
14 Editor Class less than similarly-situated employees who are not Black/African-American
15 or Hispanic/Latino performing substantially similar work, when viewed as a composite of
16 skill, effort, and responsibility, and performed under similar working conditions.

17 80. Defendants have subjected Plaintiffs members of the Plaintiff Classes to
18 common discriminatory pay policies, including, but not limited to: a discriminatory system
19 of determining compensation; a discriminatory system for pay, which results in
20 employees performing the same tasks receiving different compensation; and other forms
21 of discrimination affecting pay.

22 81. The differential in pay between male and female employees was not due to
23 seniority, merit, the quantity or quality of production, or a bona fide factor other than sex,
24 such as education, training, or experience, but was due to gender. In the alternative, to
25 the extent that Defendants relied upon one or more of these factors, said factor(s) were
26 not reasonably applied and did/do not account for the entire wage differential.

27 82. The differential in pay between Black/African-American or Hispanic/Latino
28 employees and employees who are not Black/African-American or Hispanic/Latino was

1 not due to seniority, merit, the quantity or quality of production, or a bona fide factor other
2 than race or ethnicity, such as education, training, or experience, but was due to race or
3 ethnicity. In the alternative, to the extent that Defendants relied upon one or more of
4 these factors, said factor(s) were not reasonably applied and did/do not account for the
5 entire wage differential.

6 83. Plaintiffs are informed and believe and allege that Defendants caused,
7 attempted to cause, contributed to, or caused the continuation of, wage rate
8 discrimination based on sex, race, or ethnicity. Moreover, the foregoing conduct
9 constitutes a willful violation of the California Equal Pay Act, Cal. Lab. Code § 1197.5,
10 (West 2015) (amended 2015), and California Equal Pay Act, as amended by the
11 California Fair Pay Act, Cal. Lab. Code § 1197.5, *et seq.* Therefore, a three-year statute
12 of limitations applies to such violations, pursuant to California Equal Pay Act, Cal. Lab.
13 Code § 1197.5(h) (West 2015) (amended 2015), and California Equal Pay Act, as
14 amended by the California Fair Pay Act, Cal. Lab. Code § 1197.5(h).

15 84. As a proximate cause of these aforementioned violations, Plaintiffs and
16 members of the Plaintiff Classes have been damaged in an amount according to proof at
17 the time of trial, but in an amount in excess of the jurisdiction of this Court. Plaintiffs and
18 members of the Plaintiff Classes are entitled to recover the unpaid balance of wages
19 owed, plus interest on that amount, an equal amount as liquidated damages, all
20 penalties, reasonable attorneys' fees, and costs of suit pursuant to California Labor Code
21 §§ 1197.5(g) and (h), as well as any other legal and equitable relief the Court deems just
22 and proper, including a declaratory judgment that Defendants have engaged in systemic
23 gender and racial discrimination against the Classes by paying female and/or minority
24 employees less than their male or non-minority counterparts for substantially equal or
25 substantially similar work; by a permanent injunction against such continuing
26 discriminatory pay practices, policies, and procedures; and injunctive relief that
27 effectuates a restructuring of Defendants' compensation policies, practices, and
28 procedures in violation of the California Equal Pay Act.

1 **SECOND CAUSE OF ACTION**

2 PRIVATE ATTORNEYS GENERAL ACT

3 (Cal. Lab. Code §§ 1197.5, 2698, et seq.)

4 (On behalf of Plaintiffs, in their individual and representative capacities,
5 and the Plaintiff Classes against Defendants Los Angeles Times Communications LLC,
6 Tribune Publishing Company, and Does 1-100)

7 85. Plaintiffs repeat, reallege, and incorporate by reference the allegations
8 contained in all previous paragraphs as though fully set forth at length herein.

9 86. Plaintiffs, individually and on behalf of the Plaintiff Classes and the general
10 public, allege that on or about February 14, 2019 they provided written notice to the
11 Labor and Workforce Development Agency ("LWDA") and Defendants of the specific
12 violations of the California Labor Code that Defendants have violated and continue to
13 violate.

14 87. The LWDA did not respond to Plaintiffs within 65 days of receiving Plaintiffs'
15 notice.

16 88. Pursuant to California Labor Code Section 2699.3(a)(2)(A), Plaintiffs have
17 exhausted all administrative procedures required of them under California Labor Code
18 Sections 2698, 2699, and 2699.3. As a result, Plaintiffs are justified as a matter of right
19 in bringing forward this cause of action.

20 89. As a result of all of these alleged acts, Plaintiffs seek penalties under
21 California Labor Code Sections 2698 and 2699 because of Defendants' violations of
22 numerous provisions of the California Labor Code.

23 90. Pursuant to California Labor Code section 2699, Plaintiffs should be
24 awarded twenty-five percent (25%) of all penalties due under California Law, including
25 attorney fees and costs.

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1 **THIRD CAUSE OF ACTION**

2 VIOLATION OF FEDERAL EQUAL PAY ACT

3 (Fair Labor Standards Act of 1938, as amended by the Equal Pay Act of 1963 -
4 29 U.S.C. § 206(d))

5 (On behalf of Plaintiffs Boxall, Esquivel, Jamison, Jennings and Terhune, in their
6 individual and representative capacities, and the FLSA Classes against Defendants Los
7 Angeles Times Communications LLC, Tribune Publishing Company, and Does 1-100)

8 91. Plaintiffs repeat, reallege, and incorporate by reference the allegations
9 contained in all previous paragraphs as though fully set forth at length herein.

10 92. Defendants have discriminated against Plaintiffs and members of the FLSA
11 Classes in violation of the Fair Labor Standards Act of 1938, 29 U.S.C. § 206, *et seq.*, as
12 amended by the Equal Pay Act of 1963. Defendants have paid Plaintiffs and members of
13 the FLSA Class less than similarly-situated male colleagues performing equal work on
14 jobs the performance of which requires equal skill, effort, and responsibility, and which
15 are performed under similar working conditions.

16 93. Defendants have subjected Plaintiffs and members of the FLSA Classes to
17 common discriminatory pay policies, including, but not limited to a discriminatory system
18 of determining compensation which results in employees performing the same tasks
19 receiving different compensation.

20 94. The differential in pay between male and female employees was not due to
21 seniority, merit, quantity, or quality of production, but was due to gender.

22 95. Plaintiffs are informed and believe and allege that Defendants caused,
23 attempted to cause, contributed to, or caused the continuation of, wage rate
24 discrimination based on sex in violation of the Federal Equal Pay Act. Moreover, the
25 foregoing conduct constitutes a willful violation of the Federal Equal Pay Act within the
26 meaning of 29 U.S.C. § 255(a). Because Defendants have willfully violated the Federal
27 Equal Pay Act, a three-year statute of limitations applies to such violations, pursuant to
28 29 U.S.C. § 255.

1 96. As a proximate cause of these aforementioned violations, Plaintiffs and
2 members of the FLSA Classes have been damaged in an amount according to proof at
3 the time of trial, but in an amount in excess of the jurisdiction of this Court. Plaintiffs and
4 members of the FLSA Class are entitled to recover the unpaid balance of wages owed,
5 plus interest on that amount, an equal amount as liquidated damages, all penalties,
6 reasonable attorneys' fees, costs of suit pursuant to 29 U.S.C. § 216(b), as well as any
7 other legal and equitable relief the Court deems just and proper, including injunctive relief
8 that effectuates a restructuring of Defendants' compensation and promotion policies,
9 practices, and procedures and a permanent injunction against such continuing
10 discriminatory pay practices and policies in violation of the Federal Equal Pay Act.

11 **FOURTH CAUSE OF ACTION**

12 **UNFAIR BUSINESS PRACTICES**

13 (Cal. Bus. & Prof. Code § 17200, et seq.)

14 (On behalf of Plaintiffs, in their individual and representative capacities,
15 and the Plaintiff Classes against Defendants Los Angeles Times Communications LLC,
16 Tribune Publishing Company, and Does 1-100)

17 97. Plaintiffs repeat, reallege, and incorporate by reference the allegations
18 contained in all previous paragraphs as though fully set forth at length herein.

19 98. Defendants' violations of the employment laws and regulations, as alleged
20 in this Complaint, include, among other things, Defendants' willful failure to pay female
21 and/or minority employees equally as alleged above, constitutes unlawful, unfair and/or
22 fraudulent activity prohibited by the Unfair Competition Law, codified in California
23 Business and Professions Code § 17200, *et seq.*

24 99. As a result of Defendants' unfair business practices, Defendants have
25 reaped unfair benefits and illegal profits at the expense of Plaintiffs, members of the
26 Plaintiff Classes, and members of the general public. Defendants should be compelled to
27 restore such monies to Plaintiffs and members of the Plaintiff Classes, as well as any
28 other legal and equitable relief the Court deems just and proper, including injunctive relief

1 that effectuates a restructuring of Defendants' compensation policies, practices, and
2 procedures and a permanent injunction against such continuing discriminatory pay
3 practices and policies in violation of state Equal Pay laws.

4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, PLAINTIFFS pray for relief as follows:

6 1. That the Court determines Causes of Action 1 and 4 may be maintained as
7 a class action, Cause of Action Three as a collective action, and Cause of Action 2 may
8 be maintained as a representative action;

9 2. Declare that Defendants' compensation policies, practices, and/or
10 procedures challenged herein are illegal and in violation of the rights of the Plaintiffs and
11 members of the Plaintiff Classes;

12 3. Issue a permanent injunction against Defendants and Defendants' officers,
13 trustees, owners, employees, agents, attorneys, successors, assigns, representatives,
14 and any and all persons acting in concert with them from engaging in any conduct
15 violating the rights of the Plaintiffs and members of the Plaintiff Classes, and order such
16 injunctive relief as will prevent Defendants from continuing their discriminatory pay
17 practices and from engaging in any further unlawful gender discrimination in pay as set
18 forth herein;

19 4. Order Defendants to adjust the wage rates and benefits for the Plaintiffs
20 and members of the Plaintiff Classes to the level that they would be enjoying but for
21 Defendants' discriminatory pay policies, practices, and/or procedures;

22 5. Award liquidated and compensatory damages to Plaintiffs and members of
23 the Plaintiff Classes;

24 6. Award penalties available under applicable laws;

25 7. Order Defendants to make whole the Plaintiffs and members of the Plaintiff
26 Classes by providing them with any other monetary and affirmative relief;

27 8. Award litigation costs and expenses, including, but not limited to,
28 reasonable attorneys' fees, to the Plaintiffs and members of the Plaintiff Classes,

1 including those available under California Labor Code §§ 1197.5 (g) and (h), and 2699,
2 Cal. Code of Civ. Proc. § 1021.5, and under the FLSA;

3 9. Award Plaintiffs and members of the Plaintiff Classes, all pre-judgment
4 interest and post-judgment interest available under law;


5 10. Award Plaintiffs and members of the Plaintiff Classes any other appropriate
6 equitable relief;

7 11. Order that this Court retain jurisdiction of this action until such time as the
8 Court is satisfied that Defendants have remedied the practices complained of herein and
9 are determined to be in full compliance with the law; and

10 12. Award additional and further relief as this Court may deem just and proper.
11
12

13 DATED: May 18, 2020

ALEXANDER, KRAKOW + GLICK LLP

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16 MICHAEL S. MORRISON
17 Attorneys for Plaintiffs Bettina Boxall, Paloma Esquivel,
18 Angel Jennings, Angela Jamison, B.J. Terhune, and E.
19 Gregory Braxton, individually, on behalf of all others
20 similarly situated, and the general public
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DATED: May 18, 2020


MICHAEL S. MORRISON

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CLASS ACTION COMPLAINT; DEMAND FOR JURY TRIAL

EXHIBIT “D”

NOTICE OF SETTLEMENT OF CLASS ACTION AND COLLECTIVE ACTION

If you are a female employee, a Black or African-American employee, or Hispanic or Latino employee (including persons who may belong to more than one of these groups) who is or has been employed by the Los Angeles Times from February 14, 2015 to the [date of preliminary approval] in certain Covered Positions, this class action and collective action settlement (“Settlement”) may affect your rights, and you could receive payment.

A court authorized this notice. This is not a solicitation from a lawyer. You are not being sued. However, your legal rights are affected by the information contained in this Notice.

- A Settlement has been reached in a class action and collective action lawsuit (“Lawsuit”) against Los Angeles Times Communications LLC and Tribune Publishing Company (formerly doing business as Tronc, Inc.) (collectively, “Defendants”) that may affect your rights. The Lawsuit alleges: (i) gender, race, ethnicity, and national origin discrimination in compensation, raises, and bonuses; (ii) unequal pay; and (iii) unfair business practices. The Lawsuit also seeks civil penalties under the California Private Attorneys General Act (“PAGA”).
- The Court has not yet decided whether to finally approve the Settlement. Payments will be made only after the Court approves the Settlement and any appeals are resolved. Under the schedule contemplated by the parties, the *earliest* possible date that Settlement checks could be mailed is [DATE], and the date could very well be later than that. Please be patient.
- You need to decide whether to stay in the case and receive the benefits of the Settlement, object to the Settlement, or opt out of the monetary relief provisions of the Settlement to retain the right to pursue your claims on your own. ***If you wish to remain a Class Member and receive a monetary share of the Settlement, you do not have to do anything in response to this Notice.*** However, there is no right to opt out of the portion of this Settlement which releases claims under the PAGA. You will automatically receive payment for this portion of the Settlement.
- The decision of whether to participate in, request to be excluded from and/or object to the Settlement is entirely yours. Defendants will not retaliate against you for participating (or not participating) in the Settlement. Your decision to participate in, request to be excluded from, and/or object to the Settlement will not in any way affect your eligibility to be hired or employed by Defendants.

PLEASE READ THIS NOTICE CAREFULLY. It describes your rights and how to receive money from the Settlement or exclude yourself from the Settlement.

YOUR RIGHTS AND OPTIONS	
DO NOTHING AND RECEIVE YOUR SHARE OF THE SETTLEMENT AWARD	Do nothing. Automatically receive your Settlement award no earlier than [DATE]. Release your claims against Defendants. See Sections 21-24 below for more information about your Settlement award. See Section 25 below for more information about the claims you will release.
REQUEST TO BE EXCLUDED FROM THE SETTLEMENT	Ask to be excluded from the monetary relief provisions of the non-PAGA portion of the Settlement by [DATE]. Get no payment from non-PAGA settlement fund. Retain the right to file your own lawsuit for the same claims other for PAGA civil penalties. See Section 11 below.
OBJECT TO THE TERMS OF THE SETTLEMENT	File an objection that the Settlement is unfair or inadequate by [DATE]. See Section 12 below. If the objection is overruled, you will be bound by the Settlement and found to have released your claims encompassed by the Settlement.

BASIC INFORMATION

1. Why did I receive this Notice?

Defendants' records show that you have been employed in a position eligible to receive a payment under this Settlement by Defendants during the relevant time period. A Settlement has been reached in a class action and collective action lawsuit against Defendants that affects your legal rights. The Superior Court of the State of California, County of Bernardino, who is overseeing this class action, ordered that you be sent this Notice.

2. What is this class action and collective action about?

This Lawsuit, *Bettina Boxall et al. v. Los Angeles Times LLC, et al.*, Case No. ____, makes claims for (i) gender, race, ethnicity, and national origin discrimination in compensation, raises, and bonuses; (ii) unequal pay; and (iii) unfair business practices, in violation of federal and/or state law. The Lawsuit alleges that these practices violated the following laws:

- Fair Labor Standards Act of 1938, as amended by the Equal Pay Act of 1963, 29 U.S.C. § 201, *et seq.*
- California Equal Pay Act, Cal. Lab. Code § 1197.5 (West 2015 and, as amended, the California Fair Pay Act)
- California Business & Professions Code § 17200, *et seq.*
- Private Attorneys General Act, Cal. Lab. Code § 2698, *et seq.*

3. How do Defendants respond?

Defendants have denied and continue to deny all of the allegations in the Lawsuit.

4. What is a class, representative, and collective action and who is involved?

In a class action lawsuit, one or more people called **Class Representatives** sue on behalf of other people who have similar claims. The Class Representatives in this case are Bettina Boxall, Paloma Esquivel, Angel Jennings, Angela Jamison, E. Gregory Braxton, and B.J. Terhune. The Class Representatives represent the Class or **Class Members**.

In a collective action lawsuit, people called **Collective Action Plaintiffs** can join ("opt into") a lawsuit brought forward by Class Representatives. In this case, the Collective Action Plaintiffs who opt in will join a collective action under the Equal Pay Act of 1963, 29 U.S.C. § 201, *et seq.*

The Court will resolve the claims at issue for all Class Members who do not request to be excluded and for all Collective Action Plaintiffs who opt in.

See Section 8 below for more information about who is a Class Member and/or a Collective Action Plaintiff.

There is also a PAGA representative action which has been filed in order to collect civil penalties on behalf of the state of California for violations of the California's Labor Code. Seventy-five percent (75%) of all penalties designated as PAGA penalties will go to the state of California, while twenty-five percent (25%) shall be distributed to Class Members. Unlike a class action or collective action, you will release your PAGA claims which are part of this Action regardless of whether you decide to opt out or join the lawsuit.

5. Why is the Lawsuit being settled?

After settlement negotiations and the exchange of information and documents, the Class Representatives and Defendants have agreed to settle the claims against Defendants rather than go to trial. The Settlement represents a compromise of disputed claims and is not an admission that any of the Defendants or Released Parties violated the law. The Parties and their attorneys believe the Settlement is in the Classes' best interest given the risks and expense, for all parties, of going to trial.

6. Has the Court decided who is right?

No. The Court has only decided that you should get a copy of this Notice so that you can review the Settlement and determine whether you want to participate in the Settlement, object to it, or exclude yourself from the Settlement.

7. Who is the Settlement Administrator?

The Settlement Administrator is a third party appointed by the Court to send this Notice, process and issue Settlement checks, and otherwise administer the Settlement. You may contact the Settlement Administrator to provide updated contact information, make corrections regarding your employment information, or ask questions regarding the processing of Settlement awards. You may contact the Settlement Administrator at:

Boxall v. Los Angeles Times, c/o
Simpluris, Inc.
P. O. Box [Insert]
Phone: 1-888-XXX-XXXX
Website: [To be Created Following Approval of Notice]

8. Am I a Class Member and/or a Collective Action Plaintiff?

You have received this Notice, and are therefore affected by this Settlement because Defendants records indicate that you are a woman or Black or African American employee, or Hispanic or Latino employee (including persons who may belong to more than one of these groups) who is, or has been, an employee of Defendants in California in one or more of the “Covered Positions” from February 14, 2015 to [date of preliminary approval]:

Covered Positions: As set forth in the Settlement Agreement, “Covered Position” means the current job classifications and titles set forth in Exhibit A to the Settlement 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. For your convenience, a list of Covered Positions (e.g. job titles which are part of this Settlement) is included in this Notice packet as Exhibit A.

YOUR RIGHTS AND OPTIONS

9. What does this Settlement provide?

Defendants have agreed to pay all Class Members and Collective Action Plaintiffs, as discussed below. In return, Class Members and Collective Action Plaintiffs who do not timely request to be excluded from the Settlement will release any claims they might have against Defendants (other than claims arising under the Private Attorneys General Act or [“PAGA”], which will be released even if you request to be excluded) that were or could have been raised in the Lawsuit based on the allegations in the Lawsuit. For more information about your estimated payment from the Settlement and the way it was calculated, see Sections 21-24 below. For more information about the claims you will release if you do not exclude yourself from the Settlement, see Section 25 below.

10. How do I participate in the Settlement?

You do not need to do anything to participate in the Settlement. You will automatically receive payment from the non-PAGA portion of the Settlement and you will release your covered claims against Defendants and the Released Parties without any further action on your part, unless you request to be excluded from the Settlement. However, you will release your claims under the Equal Pay Act if you do not request to be excluded from this Settlement and you cash the check you receive pursuant to the Settlement. You will also automatically receive payment from the PAGA portion of the settlement and you will release your covered claims against Defendants and the Released Parties without any further action on your part—there is no right to exclude yourself from this portion of the Settlement.

11. How do I request to be excluded from the Settlement of the non-PAGA claims?

If you wish to be excluded from the monetary relief provisions of the Settlement with respect to the non-PAGA claims, you must mail a written, personally signed (in ink) statement to the Class Administrator at the address set forth above in Section 7 that you

are opting out (“Opt-Out Statement”). The Opt-Out Statement must contain your name, address and telephone number. It must also contain language which clearly indicates your desire to exclude yourself from the Settlement. Suggested language includes the following words: “I decline to provide a release of claims and instead elect to exclude myself from the monetary relief provisions with respect to the non-PAGA claims in the Settlement in *Boxall v. Los Angeles Times, LLC.* That means I will not be entitled to any of the monetary proceeds of the Settlement for the non-PAGA claims.” **To be effective, your request must be postmarked no later than «date».**

If you do not complete and timely mail a valid Opt-Out Statement, you will be bound by all terms and conditions of the Settlement, including its release of claims, and you will give up your rights to sue Defendants and the Released Parties on your own regarding the legal claims brought in this Lawsuit and the claims released in this Settlement. If you do not choose to opt out, but fail to cash your individual monetary award check, you will not release any claims under the Federal Equal Pay Act (but you will release your state law claims).

Alternatively, if you submit a timely and valid Opt-Out Statement, you will not receive any money from the non-PAGA portion Settlement, but you will retain the right to bring your own separate lawsuit with respect to the non-PAGA claims.

12. May I object to the Settlement?

If you believe the Settlement is unfair or inadequate, you may object, personally or through an attorney. Written objections should be filed with the Superior Court for San Bernardino County and served on counsel for the Parties. You cannot both object to the Settlement **and** exclude yourself from the Settlement.

Do not telephone the Court or Defendants’ counsel.

Any lawyer or plaintiff who wishes to appear in Court at the Final Approval Hearing should file a Notice of Intention to Appear by <<date>>.

The Notice of Intention to Appear should include copies of any papers, exhibits, or other evidence that you and your attorney intend to file and should be served on the Superior Court and Class Counsel. The Notice should include the objector’s name, address, or telephone number (or that of his or her legal representative). If you hire your own lawyer, you are responsible for paying for that lawyer.

If the Court rejects your objection, you will still be bound by the terms of the Settlement. You will not be able to exclude yourself from the Settlement.

13. When will I receive my payment?

Payments will be sent after the Court gives the Settlement final approval, if no objections are filed. If any objections are filed, and/or if any appeal is taken, payments will be delayed until the time to appeal has expired or any appeals are finally resolved in favor of the Settlement. Under the schedule contemplated by the parties, the *earliest* possible date that Settlement checks could be mailed is [date], and the date could very well be later than that. Please be patient.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

In class actions, Class Members are represented by Court-appointed lawyers (“Class Counsel”). In this case, you are represented by Michael Morrison of **Alexander Morrison + Fehr, LLP** in connection with implementation and monitoring of this Settlement *at no cost to you*. The Court has determined that Alexander Morrison + Fehr, LLP is qualified to represent you and all Class Members and Collective Action Plaintiffs as Class Counsel. Class Counsel are experienced in handling similar cases. You can contact Class Counsel at:

Michael Morrison, Esq.
Alexander Morrison + Fehr LLP
1900 Avenue of the Stars, Suite 900
Los Angeles, CA 9006
Phone: (310) 394-0888
Email: mmorrison@akgllp.com

15. May I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. Nonetheless, you may hire your own lawyer if you wish. If you hire your own lawyer, you are responsible for paying for that lawyer.

16. How will Class Counsel be paid?

You do not have to pay Class Counsel's fees and costs. The fees and expenses that the Court approves will be paid out of the Settlement. More information about the attorneys' fees and costs is contained in Section 21 below.

TERMS OF THE SETTLEMENT

17. What have Defendants agreed to do?

Defendants have agreed to pay **\$3 million** to settle the claims in this case. Additional information about how the Settlement will be distributed is located in Sections 18-22 below. Pending Court approval, the Settlement will be distributed in the following way:

- At least **\$1,848,250** to the Class Members and the Collective Action Plaintiffs (which includes up to **\$6,250** for the PAGA claims to be paid to Class Members).
- Up to **\$15,000** to each Class Representative (**\$90,000 in total**).
- Up to **\$1,000,000** to Class Counsel for attorney fees.
- Up to **\$6,000** for the expenses of the Settlement Administrator.
- Up to **\$18,750** for the PAGA claims (paid to the state of California) [75% of the \$25,000 designated as PAGA civil penalties]
- Up to **\$37,000** to Class Counsel for costs.

18. What is a "Class Representative Service Award"?

In class actions, the Court may provide the Class Representatives a "Service Award" in recognition of the time and effort the Class Representatives took to prosecute the case. In this case, Class Counsel will apply for service payments of **\$15,000 each (\$90,000 in total)** for the Class Representatives. If the Court awards less than these amounts, the difference will be distributed to Class Members and Collective Action Plaintiffs as part of the Settlement. Any Court-awarded Service Award will be paid from the Settlement.

19. How much will it cost to administer the Settlement?

It is estimated that it will cost approximately **\$6,000** to fully administer the Settlement. The amount it costs to administer the Settlement will not reduce the amount of money that will be distributed to the Class.

20. How much will the attorneys be paid?

Class Members and Collective Action Plaintiffs are not personally liable for any fees and costs. As is routine in class action cases, Class Counsel will request an award of attorneys' fees and expenses already incurred. The attorneys' fees and expenses of Class Counsel, as awarded by the Court, will be paid only from the Settlement Fund and only if and after the Settlement has been approved by the Court.

These substantial fees and expenses have been incurred as Class Counsel have pursued these claims on behalf of Plaintiffs and the Class without receiving any compensation for their services or reimbursement of their out-of-pocket expenses. Class Counsel have undertaken significant risks in pursuing this matter. They have done so with the understanding that, if they obtained a recovery for the Class, their expenses would be reimbursed and they would receive fees from the fund recovered. Accordingly, Class Counsel will request that the Court award them \$1,000,000 for attorneys' fees and up to \$37,000 for expenses. Any funds that are not used as a result of uncashed checks will be reverted to the Parties' designated cy pres recipient – the Pfaffinger

Foundation (<https://pfoundation.org/>), a not-for-profit which is committed to assisting employees and retirees of the Times. If Class Counsel's attorneys' fees or costs are reduced, or if the Court does not award the full incentive payments sought by the Class Representatives, this money shall be redistributed to Class Members.

21. How will the Settlement be directly distributed to Class Members and Collective Action Plaintiffs?

Approximately **\$1,848,250** of the Settlement Gross Fund will be distributed to all participating Class Members and Collective Action Plaintiffs inclusive of payroll taxes and according to the distribution formula below:

Specific Calculation and Allocation of the non-PAGA Claims, Including EPA Claims, to Class Members (Fund A)

Individual settlement payments reflecting Class Members' proportionate share of the settlement of non-PAGA claims, including EPA Claims, will be based on a formula which takes into account compensable workweeks, base pay, and a multiplier representing Plaintiffs' investigation into relative harm among certain jobs and employee groups (all of which Defendants continue to contest and deny). Specifically, each employee's total number of workweeks, as reported to the Settlement Administrator by Defendants, shall be multiplied by 1) the employee's highest base salary and 2) the multipliers below, where applicable, to determine the employee's Weighted Workweeks:

<u>Employee Group</u>	<u>Multiplier</u>
Hispanic or Latino Male in Assistant Editor Class	0.202965
Hispanic or Latino Male in Multiplatform Editor Class	0.202965
Two of More Races Male in Multiplatform Editor Class	0.202965
Two of More Races Male in Reporter Class	0.202965
Female in Assistant Editor Class (other than Hispanic/Latino or Black/African American)	0.202965
Female in Multiplatform Editor Class (other than Hispanic/Latino or Black/African American)	0.202965
Hispanic or Latino Male in Reporter Class	0.266578
Black or African-American Male in Assistant Editor Class	0.431224
Female in Reporter Class (other than Hispanic/Latino or Black/African American)	0.521030
Hispanic or Latino Female in Reporter Class	0.584644
Black or African-American Male in Reporter Class	0.599611
Black or African-American Female in Reporter Class	0.917677
Black or African-American Female in Multiplatform Editor Class	1.000000
Black or African-American Male in Multiplatform Editor Class	1.000000

The Settlement Administrator shall sum the Weighted Workweeks for all employees in the class to calculate the total Weighted Workweeks of the entire class, and determine each class member's proportionate share of Fund A by dividing each class member's Weighted Workweeks by the total Weighted Workweeks of the entire class.

The Settlement Administrator will calculate and allocate non-PAGA distributions to individual Class Members proportionally from Fund A, based upon this formula.

Specific Calculation and Allocation of the PAGA Claims to Class Members Who Worked During Pay Periods from February 14, 2018 through Date of Order Granting Preliminary Approval ("PAGA Period").

Individual settlement payments reflecting Class Members' proportionate share of the settlement of PAGA claims (Fund B) will be proportionally based on the number of pay periods worked by the Class Member in a Covered Position during the period of February 14, 2018 to the date of preliminary approval. The size of Fund B will be \$6,250 [25% of \$25,000 designated for PAGA civil penalties].

The Settlement Administrator will calculate and allocate Class Members' proportionate share of the settlement of PAGA claims (Fund B) based on the above.

Based on the distribution formula and Defendants' records, the parties estimate that the gross amount you will receive, prior to applicable tax withholdings, is approximately \$<<award>>. *The amount you receive could be higher or lower than this estimate.*

To the extent any Class Member disputes his or her share of the Settlement as determined by the Settlement Administrator, the Class Member may state the basis of his or her disagreement and submit documentation supporting his or her position to the Settlement Administrator by no later than the expiration of the opt out period (i.e. 60 days from mailing of this Notice). Class Members may dispute the number of workweeks, highest base salary (per each relevant covered position), and/or pay periods used to determine his or her share of the Settlement. The Settlement Administrator shall have the final say over the dispute and whether the Class Member is entitled to additional compensation under the Settlement.

You do not need to do anything to receive this check. You will only receive this check if the Settlement is approved and any appeals are resolved in favor of the Settlement. Under the schedule contemplated by the parties, the *earliest* possible date that Settlement checks could be mailed is [**date**], and the date could very well be later than that. Please be patient.

22. How long do I have to cash my check?

Any checks not cashed after one-hundred and eighty (180) days from the date of their issuance shall be void. After that, the funds from all uncashed checks shall be reverted to the Parties' designated cy pres recipient - Pfaffinger Foundation (<https://pfoundation.org/>).

23. Will I have to pay taxes on my award?

The settlement payment for each individual's proportionate share of the settlement of Non-PAGA Claims shall be allocated as follows: (a) 25% as wages, (b) 50% as penalties and liquidated damages, and (c) 25% as interest. The Settlement Administrator will be responsible for issuing to claimants a form W-2 for the amount deemed "wages" and an IRS Form 1099 for the portions allocated to penalties and interest. All taxes shall be distributed from the Settlement Amount, except for employer-side employment taxes.

With respect to the PAGA portion, the Settlement Administrator will be responsible for issuing to claimants an IRS Form 1099 for the portions allocated to PAGA civil penalties.

Class Counsel are not tax advisors and cannot give you advice on any tax matters. You are responsible for your own taxes. You should consult a tax professional for more information about your own specific situation.

24. How much money will I receive?

Your share of the Settlement will be calculated as set out in Section 21.

Your individual recovery:

Was determined by [Settlement Administrator to describe individual criteria/formula – i.e. base pay x multiplier = Weighted Work Week/Total Class Workweeks]; and

As such, you should receive approximately _____dollars and _____cents (\$_____) if the Settlement is approved and any appeals are resolved in favor of the Settlement.

Please note that this amount may change.

RELEASE OF CLAIMS

25. What claims are being released as part of the Settlement?

Specifically, Class Members shall release the class claims pled in the Complaint in Boxall et al. v. Los Angeles Times Communications, LLC, et al. Class Members shall release all PAGA claims under the Private Attorneys General Act as against Released Parties, and all Class Members who do not opt-out of this Settlement shall release the Released Parties from any and all claims, actions, demands, causes of action, grievances, arbitrations, suits, debts, obligations, damages, rights or liabilities, of any nature and description whatsoever, that are based on or reasonably related to the claims asserted in the Action, and specifically the following claims based on or reasonably relating to claims asserted or alleged in the Action: claims for unpaid wages (including claims for regular wages, overtime amounts owed based on the nonpayment of wages relating to the alleged violations of the state and federal Equal Pay Acts, final wages), interest, penalties (including waiting time penalties pursuant to Labor Code section 203 and wage statement penalties pursuant to Labor Code section 226), claims pursuant to Labor Code

sections 201-204, 226, 510, 558, 1194, the Industrial Welfare Commission Wage Orders related to the claims alleged in the operative complaint, claims under Business and Professions Code section 17200, et seq. related to the claims alleged in the operative complaint, all EPA Claims including both the federal Fair Labor Standards Act (“FLSA”) including the federal Equal Pay Act (for class members that opt in as described in the next paragraph) and the California Equal Pay Act of 1949 (as amended, Labor Code section 1197.5), and claims for attorneys’ fees and costs. This release shall apply as to the Released Parties¹ and their subsidiaries, affiliated companies, employees, directors, officers, agents, successors, or assigns.

Released claims also include a release by all Class Members who deposit and/or cash settlement checks of the Federal Equal Pay Act (29 U.S.C. § 206(d)). Each settlement check shall all bear the following language: “I have received and read the Class Notice in Boxall, et al., v. Los Angeles Times. By negotiating this check and accepting payment I (i) consent to join in this lawsuit, (ii) elect to participate in the Settlement, and (iii) agree that I have waived and released the Released Parties from any and all claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or liabilities, of any nature and description arising whatsoever arising under the FLSA 29 U.S.C. § 206(d) that are based on or reasonably related to the claims asserted in the Action. This Release shall become effective on the Effective Date.”

Released claims include all claimed or unclaimed compensatory, consequential, incidental, liquidated, punitive, and exemplary damages, restitution, interest, costs and attorneys’ fees, injunctive or equitable relief, and any other remedies available at law or in equity allegedly owed or available to the putative class members arising or reasonably flowing from any complaints (or amended complaints) filed in the Action for the time period from February 14, 2015 up to and including the date of final approval of the settlement (the “Class Period”). In addition, each undersigned Defendants on behalf of itself and its parents, subsidiaries, and affiliates, releases the other from any and all claims relating to or arising out of the Action as well as those arising out of or relating to the facts and circumstances alleged in the Action.

Class Representatives Bettina Boxall, Paloma Esquivel, Angel Jennings, Angela Jamison, E. Gregory Braxton, and B.J. Terhune will generally release all known and unknown claims against the Released Parties (and waive the application of section 1542 of the California Civil Code). Section 1542 provides: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

THE SETTLEMENT’S FINAL APPROVAL HEARING

26. When will the Court consider whether to finally approve the Settlement?

The Court will hold a Fairness Hearing in Courtroom of the Superior Court of the State of California, County of San Bernardino, located at the San Bernardino Justice Center, 247 West Third Street, San Bernardino, CA 92415-0210, Dept. S-26, on «date», 2020 at [time], to decide whether to finally approve the Settlement. At that time, the Court will also decide whether to approve Class Counsel’s request for attorneys’ fees, and reimbursement of costs, and the Class Representative Services Awards. Class Counsel’s motion for approval of attorneys’ fees and reimbursement of costs must be filed by «date».

It is not necessary for you to appear at this hearing. However, you may appear at the hearing to argue your objection to the Court if you timely filed a written objection. Any attorney who will represent you should file a Notice of Appearance with the Court by [date] and serve the Notice of Appearance on Class Counsel (contact information in Section 14, above) and counsel for Defendants (immediately below) by [date]:

Max Fischer
Morgan, Lewis & Bockius LLP
300 South Grand Avenue, Twenty-Second Floor
Los Angeles, CA 90071-3132
Direct: +1.213.612.7331
Fax: +1.213.612.2501
max.fischer@morganlewis.com

An Nguyen Ruda
Bartko Zankel Bunzel Miller

¹ The Released Parties include Los Angeles Times Communications, LLC, and Tribune Publishing Company, any subsidiaries, predecessors, successors, affiliates, and otherwise related entities, and any of its or their officers, directors, shareholders, managers, employees, attorneys, representatives, insurers, and claim managers.

One Embarcadero Center, Suite 800
San Francisco, CA 94111
Direct: (415) 291-4534
Fax: (415) 956-1152
aruda@bzbm.com

You will be solely responsible for the fees and costs of your own attorney.

The hearing may be postponed without further notice to the Class. If the Settlement is not approved, the Lawsuit will continue to be prepared for a class certification hearing, trial or other judicial resolution.

FURTHER INFORMATION

27. How do I get more information?

This Notice provides a summary of the basic terms of the Settlement. For the Settlement's complete terms and conditions, consult the Settlement Agreement and other documents in the case, which can be accessed (1) via the website for the Superior Court of the State of California, County of San Bernardino, (2) by visiting the clerk of the San Bernardino Justice Center, 247 West Third Street, San Bernardino, CA 92415-02102, or (3) by a written request to Class Counsel at the address listed in Section 14 above.

If you have more questions about this Notice or this Lawsuit, you can contact the Settlement Administrator (see contact information in Section 7) or Class Counsel (see contact information in Section 14).

**PLEASE DO NOT TELEPHONE OR OTHERWISE WRITE THE COURT, THE OFFICE OF THE CLERK,
DEFENDANTS, OR COUNSEL FOR DEFENDANTS FOR INFORMATION REGARDING THIS
SETTLEMENT.**