

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

SARA BRUSH SILVER CASTILLO,  
JESSICA CORDOVA, CLAUDIA GUILLEN,  
BLANCA JACINTA, GUILLERMO LEAL,  
MAURICIO SANDOVAL, RICARDO  
SASSO, AND PABLO VALENZUELA,

Plaintiff,

v.

LIBERMAN BROADCASTING, a California  
corporation and dba KRCA CHANNEL 62 and  
DOES 1 through 50, inclusive,

Defendant.

CASE NO. BC334507

**CLASS ACTION**

**NOTICE OF PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT AND FURTHER  
NOTICE OF HEARING FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT**

TO: ALL PRODUCTION UNIT PERSONNEL, EXCLUDING EXECUTIVE LEVEL  
EMPLOYEES, EXECUTIVE PRODUCERS, TALENT, DIRECTORS, NEWS DIRECTORS,  
COMEDIANS, AND ANCHOR MAN JESUS JAVIER, EMPLOYED BY LIBERMAN  
BROADCASTING, INC. IN THE STATE OF CALIFORNIA DURING THE PERIOD  
BETWEEN MAY 31, 2001, AND MAY 31, 2007 (“CLASS MEMBERS”).

**THIS NOTICE MAY AFFECT YOUR RIGHTS; PLEASE READ IT CAREFULLY.**  
*PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.*

Notice is hereby given that a settlement has been reached in the class action case of *Sara Brush, et al. v. Liberman Broadcasting, Inc.*, Los Angeles Superior Court Case No. BC334507 (“Action”). This is not a lawsuit against you. You have not been sued.

A class action lawsuit is an action in which one or more persons, known as the Class Representatives, sue on behalf of themselves and on behalf of others similarly situated, who may have similar claims. The Class Representatives who brought this action on your behalf are Sara Brush, Jessica Cordova, Claudia Guillen, Blanca Jacinto, Guillermo Leal, Mauricio Sandoval, Ricardo Sasso, Pablo Valenzuela, Hector Iniguez and George Gomez (hereinafter referred to as the “Plaintiffs”). Plaintiffs sued on their own behalf, and on behalf of all production unit employees who were employed in California by Liberman Broadcasting. Plaintiffs claim that with respect to the Class Members, LBI failed to pay overtime compensation, failed to provide meal periods, failed to provide rest breaks, failed to provide compensation for missed meals and breaks and failed to keep proper records.

This Notice is being sent to you based on information that you may meet the requirements for obtaining settlement payments in this case.

This Notice is provided to you by the Los Angeles Superior Court and: (a) contains a brief description of this lawsuit and summary of the settlement;<sup>1</sup> (b) explains the purpose of this Notice; (c) discusses your options with respect to this lawsuit and settlement and the procedure you must follow if you wish to make a claim, exclude yourself from the Class and settlement, or make an objection to the settlement; (d) notifies you how to obtain additional information; (e) sets forth the date by which your claim, request to be excluded from the Class settlement, or objection to the Class settlement and Notice of Intent to Appear at the Final Approval Hearing must be postmarked to be valid.

<sup>1</sup> The actual and complete terms of the Settlement are set forth in the Settlement Agreement to settle this class action which can be obtained by contacting Class Counsel or by reviewing the Court file.

## **I. DESCRIPTION OF LAWSUIT AND SETTLEMENT**

Plaintiffs' Second Amended Complaint alleges that LBI violated the California Labor Code and applicable Wage Order by failing to provide meal and rest breaks in compliance with California law, by failing to pay overtime pay, and by failing to pay their employees for all time worked. The relief sought by Plaintiffs included, but was not limited to, monetary damages, penalties, punitive damages, interest, equitable relief, attorneys' fees, and costs of this lawsuit.

LBI asserts that its employees were properly paid, denies liability for all such claims and has vigorously defended itself against all of the Plaintiffs' claims.

## **II. PURPOSE OF THIS NOTICE**

The sole purpose of this Notice is to advise you that the class action lawsuit has been settled and to describe important legal rights you may have which may be affected by the settlement, so that you can make an informed decision relative to any participation by you in the class action settlement. The Court has not ruled on the merits of the claims or defenses asserted by either side in this litigation; however, the Court has preliminarily ruled that the proposed settlement is fair, just, reasonable, and adequate to the Class Members.

## **III. WHAT IS THE LAWSUIT ABOUT?**

Sara Brush, Silver Castillo, Jessica Cordova, Claudia Guillen, Blanca Jacinto, Guillermo Leal, Mauricio Sandoval, Ricardo Sasso, Pablo Valenzuela, Hector Iniguez and George Gomez brought this suit against Liberman Broadcasting for themselves and on behalf of all other persons similarly situated. After conducting extensive discovery and attending two separate formal mediations before a neutral mediator, the case has been settled for a maximum pay out of eight hundred and twenty-five thousand dollars (\$825,000). The settlement was presented to the Court for Preliminary Approval on August 13, 2007, which the Court granted. The Court also granted conditional certification of the class action for settlement purposes only. The Court has set a hearing for Final Approval of the settlement on December 14, 2007 at 8:30 a.m.

## **IV. WHAT ARE THE TERMS OF THE SETTLEMENT?**

### **A. Class Members.**

For purposes of the class action settlement, the class is defined as follows:

All production unit personnel, excluding executive level employees, executive producers, talent, directors, news directors, comedians, and anchor man Jesus Javier, employed by Liberman Broadcasting, Inc. in the State of California during the period between May 31, 2001, and May 31, 2007 ("Class Members").

You must fit the definition of a Class Member to participate in the settlement.

### **B. The Settlement Payments**

LBI shall pay up to eight hundred and twenty-five thousand dollars (\$825,000) ("Settlement Amount") to settle the case as it relates to the claims made by Class Members, inclusive of Plaintiffs' attorneys' fees and costs, enhancements to the named Plaintiffs, and the cost to administer the class action settlement. LBI shall also pay the cost to administer the settlement from the Settlement Fund.

Each Class Member will be assigned a respective individual Settlement Amount which will be calculated as follows:

- (1) The total aggregate number of weeks the entire class was employed by LBI between May 31, 2001 and May 31, 2007 (the "Class Period") shall be divided into \$540,750 (the "Class Distribution Sum") to determine the monetary value of a week ("Week Value"). The Week Value is \$11.41. The total number of weeks employed by each individual Class Member shall then be multiplied by the Week Value to determine the gross amount of the payment to that individual Class Member. Only full weeks a Class Member was employed will be counted. Any partial weeks a Class Member was employed will be rounded down.

- (2) The Week Value (\$11.41) is what each Class Member will be entitled to for each full week he or she was employed by LBI in California during the Class Period, if the Class Member files a valid and timely Claim Form with the Settlement Administrator.
- (3) The total amount owed to each Class Member will be calculated individually based on weeks employed by LBI during the Class Period and the Week Value figure once the Claim Form is timely returned and verified.

Plaintiffs' attorneys' fees and costs shall not exceed \$171,250, which represents approximately twenty percent (20%) of the Settlement Amount. Further, enhancements to the named Plaintiffs, not to exceed a combined total of \$93,000, will also be deducted from the Settlement Amount. Lastly, the cost to administer the settlement will be deducted from the Settlement Amount, not to exceed \$20,000. Any portion of the Settlement Amount not claimed by the Class Members, within the time period for making a claim, i.e., on or before November 12, 2007, will be retained by LBI.

The Class Members who file timely and valid claims will be issued a check, along with appropriate tax withholding and documentation for the settlement payout. Each Class Member is responsible for paying appropriate federal, state, and local income taxes on all settlement monies received.

### **C. The Released Claims**

In return for their respective settlement payments, Class Members will be releasing LBI, including their general partners, parents, subsidiaries, related and/or affiliated entities, predecessors, successors, and their respective past and current shareholders, owners, directors, officers, managers, agents, employees, and attorneys for the period of May 31, 2001 through May 31, 2007, from any and all individual and/or Class or representative claims, and causes of action of any and every kind, known or unknown, arising from, related to, or based on the allegations in the Action. Said claims include, but are not necessarily limited to, claims for unpaid wages and/or compensation for all time worked, overtime wages, unpaid meal and rest break wages and wage related penalties, interest, or equitable relief.

### **V. WHY ARE CLASS COUNSEL RECOMMENDING THIS SETTLEMENT?**

Considering the risks and costs of continuing the litigation, Class Counsel believes this settlement provides the best possible recovery and is in the best interest of the Class. This analysis results from a review of written discovery, a review of your time records and payroll records at LBI, and two formal mediation sessions with a neutral mediator. It is also based on numerous interviews with workers who currently work for LBI or have worked for LBI since May 31, 2001.

### **VI. WHAT IF I DO NOT WISH TO PARTICIPATE IN THE SETTLEMENT?**

If you do not fall within the description of persons to whom this Class Notice is directed as described in section IV.A above, you are not a member of the Class and will not participate in the settlement despite your receipt of this Class Notice. You need do nothing further.

If you do fall within the description of persons described in section IV.A. above, you are a member of the Class and will participate in the settlement and be bound by it unless you submit a valid and timely request for exclusion. If you are a Class Member, but do not wish to make a claim for compensation, you should not submit the Claim Form. You need do nothing further.

If you wish to be excluded from the class settlement, you should submit a valid and timely request for exclusion. You will have no rights under the settlement, you will not share in any distribution of settlement monies, and you will not be bound by the settlement or the final judgment which the Court enters to implement the settlement.

If you wish to be excluded from the class settlement, your request must be in written form, signed by you and stating the following: (1) your name, address, Social Security number and your telephone numbers; and (2) that you wish to be excluded from the Class. To be valid, your request for exclusion must state all of the foregoing information and must be signed by you. In addition, to be valid, your request for exclusion must be mailed to the following address and postmarked on or before November 12, 2007:

Liberian Broadcasting, Inc. Class Action Claims Administrator  
c/o Desmond, Marcello & Amster  
P.O. Box 451999  
Los Angeles, CA 90045  
**Toll Free: 866-921-1344**

## VII. WHAT ARE THE PROCEDURES FOR PARTICIPATING IN THE SETTLEMENT?

If you fall within the description of the persons to whom this Class Notice is directed and do not request exclusion from the Class as discussed above, you are and will remain a member of the Class. **All Class Members who do not request to be excluded from the settlement, and in accordance with the procedures described above, will be bound by the settlement. To receive a share of the settlement, you must timely submit a valid Claim Form.** If you do not want Class Counsel to represent your rights, you may retain your own counsel at your own expense or enter a legal appearance individually.

### A. Submission of a Claim Form

To receive a share of the settlement proceeds, you must individually complete and sign the Claim Form included with this Class Notice and mail it first-class or equivalent mail so it is postmarked on or before November 12, 2007 to:

Liberman Broadcasting, Inc. Class Action Claims Administrator  
c/o Desmond, Marcello & Amster  
P.O. Box 451999  
Los Angeles, CA 90045  
**Toll Free: 866-921-1344**

**It is best to return your Claim Form by certified mail, return receipt requested.** This is the only way you can prove that you did in fact return your Claim Form in a timely fashion.

### B. Final Settlement Approval Hearing

A Final Settlement Approval Hearing will be held on December 14, 2007 at 8:30 a.m., before the Honorable Paul Gutman, at the Los Angeles Superior Court, Department 34, located at 111 North Hill Street, Los Angeles, California 90012. The purpose of the Final Approval Hearing will be to confirm, among other things: (1) that the terms of the proposed settlement are fair, just, reasonable and adequate and in the best interest of the class and should be approved by the Court; (2) whether Class Counsel's application for an award of attorneys' fees and expenses should be approved; (3) whether the Class Representatives' application for an incentive/enhancement award should be approved; and, (4) that the action should be dismissed on the merits with prejudice.

Subject to the conditions set forth below any Class Member may appear and be heard at the Final Approval Hearing, including for the purpose of objecting to the proposed settlement. However, no Class Member wishing to object to the settlement shall be heard, unless his or her objection or opposition is made in writing and is filed with the Court no later than November 12, 2007, along with proof of service by mail of copies on both counsel set forth below:

Attention:  
Patricio T.D. Barrera, Esq.  
**BARRERA & ASSOCIATES**  
1500 Rosecrans Avenue, Suite 500  
Manhattan Beach, CA 90266  
Telephone: (310) 802-1500; Facsimile: (310) 802-0500

Attention:  
Richard Lloyd Sherman, Esq.  
**SHERMAN & NATHANSON**  
9454 Wilshire Boulevard, Suite 820  
Beverly Hills, CA 90212-2929  
Telephone: (310) 246-0321; Facsimile: (310) 246-0305

**YOU DO NOT NEED TO ATTEND THIS HEARING UNLESS YOU WANT TO ATTEND.**

If you have any questions or need additional information, contact Patricio Barrera who is listed above or the Claims Administrator at Desmond, Marcello & Amster by calling toll free 866-921-1344.

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