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**FILED**  
Superior Court of California  
County of San Francisco

JUL 10 2024

CLERK OF THE COURT

By: *Karen Liu*  
Deputy Clerk

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

JOHN WHEELER, an individual, on behalf of  
himself and on behalf of all persons similarly  
situated,

Plaintiff,

vs.

NEXSTAR BROADCASTING, INC., a  
Corporation; NEXSTAR BROADCASTING  
GROUP, INC., a Corporation; and DOES 1  
through 50, inclusive,

Defendants.

Case No: CGC-22-600499

~~[PROPOSED]~~ FINAL JUDGMENT

Hearing Date: June 26, 2024

Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer

Dept.: 302

Action Filed: July 1, 2022

Trial Date: Not set

1 The parties having settled this action and the Court having entered an Order Granting  
2 Final Approval of Settlement and good cause appearing therefor,

3 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

4 1. Except as set forth in the Class Action and PAGA Settlement Agreement (the  
5 "Agreement") and the Order Granting Motion for Final Approval of Class Action Settlement,  
6 Plaintiff John Wheeler ("Plaintiff"), and all members of the Class, shall take nothing by their  
7 complaint(s) in this Action.

8 2. Without affecting the finality of this judgment in any way, pursuant to California  
9 Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the  
10 interpretation, administration, implementation, effectuation, and enforcement of this order and the  
11 Settlement.

12 3. The Court finds that in consideration of Plaintiff's awarded Class Representative  
13 Service Payment, and the other terms and conditions of the Settlement, as of the date the  
14 Defendants Nexstar Media Inc., f/k/a Nexstar Broadcasting, Inc. and Nexstar Media Group, Inc.  
15 f/k/a Nexstar Broadcasting Group, Inc. ("Defendants") fully fund the Gross Settlement Amount  
16 and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,  
17 Plaintiff generally releases and discharges the Released Parties (as defined in the Agreement) from  
18 all claims, transactions, or occurrences that occurred during the Class Period as fully set forth in  
19 the Agreement.

20 4. The Court finds that in consideration for their Individual Class Payments, effective  
21 on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer  
22 payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class  
23 Members, on behalf of themselves and their respective former and present representatives, agents,  
24 attorneys, heirs, administrators, successors, and assigns, release Released Parties from the  
25 Released Class Claims. The "Released Class Claims" are all claims that were alleged, or  
26 reasonably could have been alleged, based facts stated in the Operative Complaint which occurred  
27 during the Class Period. Except as expressly set forth in this Agreement, Participating Class  
28 Members do not release all other claims, including Plaintiff's individual claims alleged in the

1 Tenth Cause of Action of the Operative Complaint (defined below) which is subject to a separate  
2 individual settlement and release, and claims for vested benefits, wrongful termination, violations  
3 of the Fair Employment and Housing Act, unemployment insurance, disability, social security,  
4 workers' compensation, and California class claims based on facts occurring outside the Class  
5 Period.

6 5. The Court finds that in consideration for the approved PAGA Penalties payment,  
7 effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all  
8 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Aggrieved  
9 Employees and the LWDA are deemed to release, on behalf of themselves and their respective  
10 former and present representatives, agents, attorneys, heirs, administrators, successors, and  
11 assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims"  
12 are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based  
13 on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the  
14 PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage  
15 and hour claims, claims for wrongful termination, violations of the Fair Employment and Housing  
16 Act, discrimination, unemployment insurance, disability, social security, worker's compensation,  
17 and PAGA claims outside of the PAGA Period.

18 6. The Parties shall bear his, her, its or their own respective attorneys' fees and costs  
19 except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of  
20 Class Action Settlement, and this Judgment.

21 7. The Court enters final judgment in the Action in accordance with the Agreement  
22 and this Order, subject to the Court's retention of continuing jurisdiction over the Action and the  
23 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for  
24 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)  
25 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

26 8. Upon completion of administration of the settlement, the Settlement Administrator  
27 will provide written certification of such completion to the Court and counsel for the parties. The  
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1 Court sets a compliance hearing date of March 11, 2024, at 9:30 a.m., and the written certification  
2 of the Administrator shall be filed no later than fourteen (14) days before this hearing.

3 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

4 Dated: 7/10/24

5 Ulmer  
6 The Honorable Richard B. Ulmer  
7 Judge of the Superior Court  
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