

**PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO MONEY FROM A COLLECTIVE ACTION SETTLEMENT.**

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

*A court ordered this notice. This is not a solicitation from a lawyer.*

You previously filed a consent to join *Bradley et al. v. Vox Media*, D.D.C. No. 17-1791. A settlement has been reached in that case, along with two other cases that were filed as class actions.

In addition to the *Bradley* matter, Vox Media, LLC, f/k/a Vox Media, Inc. (“Vox Media” or “Defendant”) has been sued by individuals who worked in California and New Jersey, alleging that Defendant violated various provisions of the two states’ wage and hour laws by misclassifying them as independent contractors rather than as employees. The California lawsuit is known as *Spruill et al. v. Vox Media*, D.D.C. No. 19-160 and the New Jersey lawsuit is known as *Reddington v. Vox Media*, D.D.C. No. 20-1793.

- The purpose of this Notice is to inform you of a proposed settlement (the “Settlement”) of *Bradley, Spruill, and Reddington*.
- Because you previously joined the *Bradley* case, you will receive money from the Settlement if the Court grants final approval of the Settlement.
- Your legal rights may be affected whether you act or do not act. Read this notice carefully. If you have questions, you can contact the lawyers for the Plaintiffs (listed at the end of this Notice).
- Notwithstanding the terms of this settlement, Vox Media denies any wrongdoing, and no court has determined that Vox Media is liable or that it otherwise engaged in any wrongdoing.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>DEPOSIT THE CHECK</b>	You WILL be mailed a Settlement payment in the approximate amount stated on <u>Attachment A</u> to this Notice, unless the Court decides not to grant “final approval” of the Settlement. By depositing the Settlement payment, you will be bound by the terms of the Settlement.

**ESTIMATED SETTLEMENT AMOUNT:** Enclosed with this Notice is an individualized Statement of Weeks Worked Form (“Attachment A”), which states your estimated settlement amount. If there are errors on the form, you can follow the steps on the form to submit corrections. Any corrections must be submitted no later than November 27, 2020.

\* \* \*

## **MORE DETAILED INFORMATION**

### **I. WHAT ARE THE CASES ABOUT?**

The purpose of this Notice is to inform you that your rights may be affected by the proceedings in *Bradley et al. v. Vox Media*, D.D.C. No. 17-1791. This Notice is given by Order of the Court.

The Named Plaintiffs in *Bradley et al. v. Vox Media*, D.D.C. No. 17-1791 (Cheryl Bradley, Maija Varda, and John Wakefield) allege that Vox Media misclassified paid Site Managers as independent contractors under the federal Fair Labor Standards Act (“FLSA”) and failed to pay required minimum wage and overtime. That case is for individuals nationwide who have filed valid notices of consent to join the *Bradley* Action (except for those individuals who withdrew prior to August 5, 2020) (“Opt-in Plaintiffs”).

Tamryn Spruill and Jacob Sundstrom (“Plaintiffs”) brought a case on behalf of all current and former paid contributors to Vox Media, who were classified as independent contractors and performed work in California for any SB Nation team site from September 21, 2014 through August 5, 2020. They allege that Defendant misclassified *Spruill* class members as independent contractors under California wage and hour laws, and thus (1) failed to pay required minimum wage and overtime wages; (2) failed to provide legally required meal periods or pay premium pay due for such failure; (3) failed to provide legally required rest periods or pay premium pay due for such failure; (4) failed to furnish accurate itemized wage statements or failed to maintain adequate payroll records; (5) failed to timely pay wages or pay all wages due upon termination of employment; (6) violated the unfair competition laws (Business & Professions Code §§17200, *et seq.*); and (7) violated the California Labor Code Private Attorney’s General Act (“PAGA”).

The *Reddington* case was brought by Patrick Reddington on behalf of paid contributors to Vox Media, who were classified as independent contractors and performed work in New Jersey for any SB Nation team site from March 31, 2014 through the August 5, 2020. That case alleges that Defendant misclassified *Reddington* class members as independent contractors under New Jersey wage and hour laws, and thus failed to pay required minimum wage and overtime.

Vox Media denies engaging in any unlawful conduct as alleged in these three cases and continues to deny the claims and charges of wrongdoing and liability. In addition, no court has determined that Vox Media is liable or that it otherwise engaged in any wrongdoing.

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

Vox Media denies that it owes money or has any liability related to any of the allegations listed above. Vox Media is settling the matters as a compromise and to avoid incurring unnecessary legal expense defending the matter. Vox Media reserves the right to object to any claim if for any reason the Settlement is not approved.

The Settlement applies to all of the individuals covered by the three cases – *Spruill*, *Reddington* and *Bradley*. The determination of how much each individual will receive as part of this Settlement depends on the number of weeks worked within the relevant periods (“Qualifying Work Weeks”).

The parties reached a Settlement in which Vox Media’s total maximum liability will not exceed

\$4,000,000.00 (“Maximum Settlement Amount”), plus the employer’s share of payroll taxes.

All amounts to be paid by Vox Media from the Settlement Fund shall be paid to a qualified settlement fund (“Qualified Settlement Fund”), which shall be administered by RG2 Claims Administration, the Settlement Administrator.

There was a hearing on August 28, 2020 in the United States District Court for the District of Columbia. The Court conditionally granted preliminary approval of the *Spruill* and *Reddington* class action settlements and the *Bradley* FLSA settlement and directed that you receive this Notice.

**A. Payments from the Maximum Settlement Amount**

The “Net Settlement Amount” is the portion of the Maximum Settlement Amount eligible for distribution to *Spruill* and *Reddington* class members who do not timely submit an Opt Out Letter, plus the amounts allocable to *Bradley* Opt-in Plaintiffs. The Net Settlement Amount is calculated by subtracting the payments below, which are subject to final approval from the Court, from the Maximum Settlement Amount.

**1. Fee and Cost Award for Class Counsel**

Class Counsel filed *Spruill*, *Reddington*, and *Bradley* on behalf of Plaintiffs and all other similarly situated individuals. Class Counsel investigated the facts, conducted discovery, and negotiated the settlement of this matter. Class Counsel will request attorneys’ fees in an amount of up to \$1,333,333.33, which represents 33 1/3% of the Maximum Settlement Amount. Class Counsel will also request reimbursement of litigation costs and expenses in the amount of up to \$150,000.00. If approved by the Court, this amount will be paid from the Maximum Settlement Amount. These attorneys’ fees and costs shall compensate Class Counsel for the work they have performed and will perform, and the expenses they have incurred and will incur, through any approved distribution of the Maximum Settlement Amount.

**2. Service Award to the Class Representative**

Class Counsel will also seek an enhanced recovery of no more than \$7,500.00 to each of the six Named Plaintiffs (Cheryl Bradley, Maija Varda, John Wakefield, Tamryn Spruill, Jacob Sundstrom, and Patrick Reddington) who initiated these actions and helped create the Settlement to benefit others, and \$1,500.00 to each of the Opt-In Plaintiffs who participated in written discovery and prepared for deposition: Jacob Pavorsky, Mitchell Maurer, Charles “Doc” Harper, Stephen Schmidt, Brett Ballantini, and John Mitts. These amounts will be in addition to whatever payment they are otherwise entitled to as a class member. If approved by the Court, these amounts will be paid from the Maximum Settlement Amount.

**3. Settlement Administration Costs**

Settlement Administration Costs, estimated at no more than \$50,000, will be paid to the Settlement Administrator, RG2 Claims Administration, for its services, including but not limited to distributing Class Notices, processing Opt Out Letters, calculating Settlement payments, distributing Settlement payments, and issuing tax statements.

#### **4. Employer and Employee Tax Obligations**

The Settlement Administrator will calculate the total amount of employee withholding taxes for the portion of the Settlement payment designated as wages as required by law. This total amount will be deducted from the Settlement Fund. Vox Media will separately pay the employer withholding taxes on the Settlement payment designated as wages.

#### **B. Release of Claims**

You will be releasing all claims arising prior to August 5, 2020, relating to your alleged misclassification or pay, or any other wage and hour or benefits claims that were or could have been asserted under state or federal law in the *Bradley* Action. For the avoidance of doubt, this includes, but is not limited to, the claims and facts alleged in the Amended Complaint that Defendant misclassified Site Managers as independent contractors and failed to pay the applicable minimum wage and all overtime wages under the federal Fair Labor Standards Act.

#### **III. HOW IS MY SHARE OF THE SETTLEMENT CALCULATED?**

The Net Settlement Amount will be allocated by a point system. Opt-in Plaintiffs in the *Bradley* Action will be allocated 1.0 points per workweek per person, Site Managers in the *Spruill* Action will be allocated 1.5 points per workweek per person, Contributors in the *Spruill* Action will be allocated 0.8 points per workweek per person, Site Managers in the *Reddington* Action will be allocated 1.3 points per workweek per person, and Contributors in the *Reddington* Action will be allocated 0.6 points per workweek per person. The Net Settlement Amount will be allocated to each case in proportion to the total number of points under this formula. One hundred thousand dollars (\$100,000) of the total amount allocated to the *Spruill* Action is allocated to the settlement of Plaintiff Spruill's PAGA claim, 75% of which will be paid to the Labor & Workforce Development Agency and 25% of which will be paid to PAGA Aggrieved Employees on a pro-rata basis. To the extent an individual falls within the definition of more than one class (e.g., a member of the *Bradley* Collective is also a member of the *Spruill* Class) for any workweek, that individual will receive an allocation of the Net Settlement Amount based on only the highest point-value class (e.g., the *Spruill* Class rather than the *Bradley* Collective) for that workweek.

**Your estimated individual payment is included on Attachment A.**

#### **What if the Statement of Weeks Worked is incorrect?**

If the weeks worked information or contact information on the Statement of Weeks Worked Form is incorrect, you should correct this information by completing and signing the enclosed Statement of Weeks Worked Form under penalty of perjury and mail it to the Settlement Administrator, with any supporting documents, no later than November 27, 2020. If the information is correct you do not need to do anything with the form. If you lose, misplace, or need another Statement of Weeks Worked Form, you should contact the Settlement Administrator. The Settlement Administrator will determine the final workweeks for calculating your individual settlement amount.

#### **IV. TAXABLE PORTION OF SETTLEMENT PAYMENTS**

For *Bradley Opt-in Plaintiffs*, 50% of the individual payment will be for wages and the Settlement Administrator will deduct all applicable employee-side taxes and withholdings and 50% of the individual payment will be for non-wage income and be free of withholdings and for which the Settlement Administrator will issue an IRS 1099 Form.

For *Spruill Class Members*, 40% of the individual payment will be for wages and the Settlement Administrator will deduct all applicable employee-side taxes and withholdings and 60% of the individual payment will be for non-wage income and be free of withholdings and for which the Settlement Administrator will issue an IRS 1099 Form. *Spruill Class Members* who are also PAGA Aggrieved Employees will also receive the pro-rata share of the \$25,000 allocated to Plaintiff Spruill's PAGA claim as part of their non-payroll check. PAGA Aggrieved Employees who opt out of the Settlement will receive a single check for their pro-rata share of the \$25,000 allocated to PAGA Aggrieved Employees. The PAGA payment is non-wage income and be free of withholdings and for which the Settlement Administrator will issue an IRS 1099 Form.

For *Reddington Class Members*, 40% of the individual payment will be for wages and the Settlement Administrator will deduct all applicable employee-side taxes and withholdings and 60% of the individual payment will be for non-wage income and be free of withholdings and for which the Settlement Administrator will issue an IRS 1099 Form.

All individuals receiving settlement payments should consult with their tax advisors concerning the tax consequences of the payments that they receive under the Settlement.

#### **V. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?**

The Court will conduct a Final Fairness and Approval Hearing on January 7, 2021 at 333 Constitution Avenue, N.W., Washington D.C. 20001. At that hearing, the Court will determine whether the Settlement should be finally approved. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, and the Service Awards for the Named Plaintiffs and certain Opt-in Plaintiffs, and other payments discussed above. The date of the Final Fairness and Approval Hearing may be changed without further notice to the class. Class members should check the settlement website or the Court's PACER site to confirm that the date has not been changed.

#### **VI. WHAT IF I NEED MORE INFORMATION?**

The foregoing is only a summary of the case and the proposed Settlement and does not purport to be comprehensive. You can find a copy of this Notice, the Complaint, the Settlement Agreement, the Motion for Preliminary Approval, the Order Granting Preliminary Approval, and when available, the Motion for Final Approval, the Motion for Service Awards and Attorneys' Fees and Costs, and, the Order Granting Final Approval at the following website <https://gbdhlegal.com/cases/vox-media-inc/>.

If you have any questions, you can call the Settlement Administrator at 1-866-742-4955, toll free. You may also contact Class Counsel at:

James Goodley  
Marc Gelman

**Jennings Sigmond P.C.**  
1835 Market Street, Suite 2800  
Philadelphia, PA 19103  
Telephone: 215-351-0614  
Facsimile: 215-922-3524

Laura Ho  
Ginger Grimes

**Goldstein, Borgen, Dardarian & Ho**  
155 Grand Avenue, Suite 900  
Oakland, CA 94612  
Telephone: (510) 763-9800  
Facsimile: (510) 835-1417

In addition, the pleadings and other records in this case, including the Settlement Agreement, may be examined online on by accessing the Court docket in this case, for a fee, through the through the Court's Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov/>

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH  
INQUIRIES ABOUT THE SETTLEMENT**