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*Attorneys for Plaintiff
Noushin Faraji, individually,
and on behalf of others similarly situated.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

NOUSHIN FARAJI, individually, and
on behalf of others similarly situated,

Plaintiff,

vs.

FOX CORPORATION, a Delaware corporation,
SPORTS MEDIA SERVICES, LLC, a Delaware
limited liability company, FOX SPORTS
HOLDINGS, LLC, a Delaware limited liability
company, FOX SPORTS 1, LLC, a Delaware
limited liability company, FOX SPORTS 2,
LLC, a Delaware limited liability company,
FOX SPORTS PRODUCTIONS, LLC, a
Delaware limited liability company, CHARLIE
DIXON, an individual, SKIP BAYLESS, an
individual, JOY TAYLOR, an individual, and
DOES 1 – 25, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles
05/21/2026

David W. Slayton, Executive Officer / Clerk of Court
By: T. Carter Deputy

Case No. 25STCV00101
Assigned for All Purposes to
Honorable Laura A. Siegle (Dept. 17)

THIRD AMENDED COMPLAINT

CLASS ACTION COMPLAINT:

1. Failure To Pay Minimum Wages
2. Failure To Reimburse Business Expenses
3. Failure To Pay All Wages Upon Separation
4. Failure To Furnish Accurate Itemized Wage Statements
5. Unfair, Unlawful, Or Fraudulent Business Practices
6. Private Attorneys General Act (PAGA)

DEMAND FOR JURY TRIAL

COMES NOW Plaintiffs NOUSHIN FARAJI, an individual (“Ms. Faraji”) and BONNIE LOU SMITH (“Ms. Smith”) (collectively “Plaintiffs”) against Defendant FOX CORPORATION, a Delaware corporation (“Fox Corp.”), Defendants SPORTS MEDIA SERVICES, LLC, a Delaware limited liability company, FOX SPORTS HOLDINGS, LLC, a Delaware limited liability company, FOX SPORTS 1, LLC, a Delaware limited liability company, FOX SPORTS 2, LLC, a Delaware limited liability company, and FOX SPORTS PRODUCTIONS, LLC, a Delaware limited liability company (collectively referred to as “Fox Sports”, and together with Fox Corp. as “Fox” or “Defendants”).

I. SUMMARY OF ACTION

1. Plaintiffs bring forth an action on behalf of themselves and Fox’s current and former non-exempt hourly employees employed in California (“Class Members”) beginning four years prior to the filing of the Complaint and ending on the date as determined by the Court (the “Class Period”). Specifically, during the Class Period, Fox had a consistent policy and/or practice of: (i) failing to pay employees all minimum wages, (ii) failing to reimburse employees for business expenses, (iii) failing to pay all wages upon separation, and (iv) knowingly and intentionally failing to furnish accurate itemized wage statements. As a result of the above Labor Code violations, Fox committed unfair, unlawful, and fraudulent business practices in violation of California’s Unfair Competition Law (“UCL”).

2. Plaintiffs also bring forth an action on behalf of themselves and Fox’s current and former non-exempt hourly employees employed in California (“Aggrieved Employees”) beginning one year and 65 days prior to the filing of this Second Amended Complaint and ending on the date as determined by the Court (the “PAGA Period”). As Ms. Faraji gave notice to the Labor and Workforce Development Agency (“LWDA”) by online submission on January 9, 2025 and no response was received, Plaintiffs may commence and are authorized to pursue a PAGA cause of action. Cal. Lab. Code § 2699.3(a)(2)(A) (“Upon receipt of that notice or if no notice is provided within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the aggrieved employee may commence a civil action pursuant to Section 2699”); Cal. Lab. Code § 2699.3(e) (tolling period of 65 days).

II. VENUE AND JURISDICTION

3. Venue is proper because Plaintiffs were hired to work out of and did work out of Los

1 Angeles, CA. In addition, each cause of action arises from California state law and a substantial number
2 of the events giving rise to this lawsuit took place in Los Angeles, CA.

3 4. The Court has jurisdiction over Plaintiffs' and Class Members' claims under Labor Code
4 §§ 201-04, 226, 510, 558, 1194, 1197, 2699, 2802, Bus. & Prof. Code § 17200 *et seq.*, and applicable
5 Wage Orders.

6 **III. THE PARTIES**

7 5. Ms. Faraji was a resident of Los Angeles, CA for all times relevant during the events of
8 this case. She was employed at Fox in Los Angeles, CA as a hairstylist on a part-time basis from
9 approximately 2012 to 2016 and on a full-time basis from approximately 2016 to August 2024.

10 6. Ms. Smith was a resident of CA for all times relevant during the events of this case. She
11 was employed at Fox in Los Angeles, CA as a stage audio mixer from approximately 2014 to 2024.

12 7. Defendant FOX CORPORATION is a Delaware corporation doing business in Los
13 Angeles, CA. Defendant FOX CORPORATION is a publicly traded corporation listed on the Nasdaq
14 stock exchange and is the parent company of SPORTS MEDIA SERVICES, LLC, FOX SPORTS
15 HOLDINGS, LLC, FOX SPORTS 1, LLC, FOX SPORTS 2, LLC, and FOX SPORTS
16 PRODUCTIONS, LLC. Defendant FOX CORPORATION reported revenue of \$13,980,000,000 and
17 net income of \$1,554,000,000 for the year ending June 30, 2024.

18 8. Defendant SPORTS MEDIA SERVICES, LLC is a Delaware limited liability company.

19 9. Defendant FOX SPORTS HOLDINGS, LLC is a Delaware limited liability company.

20 10. Defendant FOX SPORTS 1, LLC is a Delaware limited liability company.

21 11. Defendant FOX SPORTS 2, LLC is a Delaware limited liability company.

22 12. Defendant FOX SPORTS PRODUCTIONS, LLC is a Delaware limited liability
23 company.

24 **IV. CLASS ACTION ALLEGATIONS**

25 13. Plaintiffs bring forth this class action on behalf of themselves and all others similarly
26 situated pursuant to California Code of Civil Procedure section 382.

27 14. Plaintiffs seek to represent a class defined as follows: "All nonexempt hourly individuals
28 who worked for Fox in California during the period commencing four years prior to the filing of this

Complaint.” Plaintiffs further seek to represent the following subclasses composed of and defined as follows:

- a. Subclass 1: Minimum Wages Subclass. All Class Members who were not compensated for all hours worked at the applicable minimum wage.
- b. Subclass 2: Reimbursements Subclass. All Class Members who were not reimbursed for necessary business expenses.
- c. Subclass 3: Final Wages Subclass. All Class Members who, within the applicable limitations period, did not timely receive wages that were due and owed upon separation.
- d. Subclass 4: Wage Statements Subclass. All Class Members who, within the applicable limitations period, were not provided with accurate itemized wage statements.
- e. Subclass 5: UCL Subclass. All Class Members who are owed restitution as a result of Fox’s unlawful, deceptive, and/or unfair business acts and/or practices.

15. Plaintiffs reserve their right under California Rules of Court 3.765 to later amend, modify, limit to particular issues, or divide the class and/or subclass descriptions.

16. **Numerosity.** Plaintiffs are informed and believe that the members of the Class and Subclasses are so numerous that joinder of all members is impractical. While the precise number of members of the Class and Subclasses has not been determined at this time, Plaintiffs are informed and believe that there are more than 100 Class Members and more than 100 Subclass Members for each subclass. The number of members of the Class and Subclasses will be readily identifiable and locatable through Fox’s own employment records.

17. **Typicality.** Plaintiffs’ claims are typical of the claims of the members of the Class and Subclasses because she was a nonexempt hourly employee who was: (a) not paid for all hours worked, (b) was not reimbursed for all necessary business expenses, (c) was not timely paid all wages that were due and owed upon separation, and (d) was not provided with accurate itemized wage statements. Plaintiffs seek recovery for the same damages that were suffered by other members of the Class and Subclasses.

18. **Adequacy.** Plaintiffs will fairly and adequately represent the interests of the Class and

Subclasses. Plaintiffs have no conflict of interest with any member of the Class or Subclasses. Plaintiffs have retained competent and experienced counsel in complex class action litigation. Plaintiffs and their counsel are committed to vigorously prosecuting this action on behalf of the Class.

19. **Commonality.** Common questions of law and fact exist as to all members of the Class and Subclasses and predominate over any questions solely affecting individual members of the Class and Subclass. Among the questions of law and fact common to the Plaintiffs and the Class and Subclasses are the following:

- a. Whether Fox failed to pay Class Members minimum wages for all hours worked.
- b. Whether Fox failed to reimburse Class Members for necessary business expenses.
- c. Whether Fox failed to timely pay Class Members wages that were due and owed upon separation.
- d. Whether Fox failed to provide Class Members accurate itemized wage statements.
- e. Whether Fox's violation of Labor Code section 226(a) was knowing and intentional.
- f. Whether Fox's violation of Labor Code section 226(a) caused injury.
- g. Whether Class Members are entitled to equitable relief pursuant to Business and Professions Code section 17200 *et seq.*
- h. The proper formula for calculating damages, interest, civil penalties, and restitution owed to members of the Class and Subclasses.

20. **Superiority of Class Action.** Class action treatment is superior to any alternative to ensure the fair and efficient adjudication of the controversy alleged herein. Such treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without duplication of effort and expense that numerous individual actions would entail. Furthermore, prosecution of separate actions by individual members of each Class creates the risk of inconsistent or varying adjudications of the issues presented herein, which, in turn, would establish incompatible standards of conduct for Fox. Furthermore, the amounts at stake for many members of each Class, while substantial, may not be sufficient to enable them to maintain separate suits against Fox. No difficulties are likely to be encountered in the management of this class action that would preclude its maintenance as a class action, and no superior alternative exists for the fair and

1 efficient adjudication of this controversy.

2 **FIRST CAUSE OF ACTION**

3 **(Failure To Pay Minimum Wages)**

4 **(Against Defendants Fox)**

5 21. Plaintiffs reallege and incorporate, on behalf of themselves and Class Members, each
6 and every paragraph of this Complaint as though fully set forth herein.

7 22. Plaintiffs and Class Members should have been paid the minimum wage for every hour
8 that they were subject to the control of their employer. “The minimum wage for employees fixed by the
9 commission or by any applicable state or local law, is the minimum wage to be paid to employees, and
10 the payment of a lower wage than the minimum so fixed is unlawful.” Cal. Lab. Code § 1197. The
11 “minimum wage standard applies to each hour worked by respondents for which they were not paid.”
12 *Armenta v. Osmose, Inc.* 135 Cal.App.4th 314, 324 (2005). Pursuant to section 4 of the applicable
13 Wage Orders, “Every employer shall pay to each employee not less than the applicable minimum
14 wage for all hours worked in the payroll period...”. Pursuant to section 2 of the applicable Wage
15 Orders, “hours worked” is defined as “the time during which an employee is subject to the control of an
16 employer, and includes all the time the employee is suffered or permitted to work, whether or not
17 required to do so.”

18 23. Based on information and belief, Fox failed to compensate Plaintiffs and Class Members
19 for all hours worked because Fox required workers to complete off-the-clock work outside of scheduled
20 shifts. As one example, Fox required workers to review and/or answer work-related phone calls and/or
21 messages while off the clock, resulting in the underpayment of wages.

22 24. Based on information and belief, Fox failed to compensate Plaintiffs and Class Members
23 for all hours worked because Fox did not provide reporting time pay in accordance with California law.
24 *See* § 5 of all applicable Wage Orders.

25 25. Based on information and belief, Fox failed to compensate Plaintiffs and Class Members
26 for all hours worked because Fox failed to pay split shift premium wages. *See* Cal. Code Regs. Tit. 8, §
27 11050 (“When an employee works a split shift, one (1) hour’s pay at the minimum wage shall be paid in
28 addition to the minimum wage for that workday, except when the employee resides at the place of

1 employment.”).

2 26. Plaintiffs and Class Members are now entitled to damages in an amount equal to the
3 wages withheld, additional damages in an amount equal to the wages withheld, civil penalties, interest,
4 and attorneys’ costs and fees. Cal. Lab. Code § 1194 (“[A]ny employee receiving less than the legal
5 minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in
6 a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation,
7 including interest thereon, reasonable attorneys’ fees, and costs of suit.”); Cal. Lab. Code § 1194.2
8 (“[I]n any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of
9 a wage less than the minimum wage fixed by an order of the commission or by statute, an employee
10 shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
11 interest thereon...”; Cal. Lab. Code § 558 (a civil penalty of \$50 is imposed for the first violation per
12 underpaid employee per pay period, increasing to \$100 for each subsequent violation per underpaid
13 employee per pay period); Cal. Lab. Code § 1197.1 (a civil penalty of \$100 is imposed for the first
14 intentional violation per underpaid employee per pay period, increasing to \$250 for each subsequent
15 intentional violation per underpaid employee per pay period); *See* § 20 of all applicable Wage Orders (a
16 civil penalty of \$50 is imposed for the first violation per underpaid employee per pay period in addition
17 to the amount which is sufficient to recover unpaid wages, increasing to \$100 for each subsequent
18 violation per underpaid employee per pay period in addition to the amount which is sufficient to
19 recover unpaid wages); Cal. Lab. Code § 218.5 (“In any action brought for the nonpayment of wages,
20 fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable
21 attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and
22 costs upon the initiation of the action.”).

23 **SECOND CAUSE OF ACTION**

24 **(Failure To Reimburse Business Expenses)**

25 **(Against Defendants Fox)**

26 27. Plaintiffs reallege and incorporate, on behalf of themselves and Class Members, each
27 and every paragraph of this Complaint as though fully set forth herein.

28 28. Plaintiffs and Class Members should have been reimbursed for all business expenses.

1 Cal. Lab. Code § 2802 (“An employer shall indemnify his or her employee for all necessary
2 expenditures or losses incurred by the employee in direct consequence of the discharge of his or her
3 duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the
4 employee, at the time of obeying the directions, believed them to be unlawful.”); Cal. Lab. Code § 2804
5 (“Any contract or agreement, express or implied, made by any employee to waive the benefits of this
6 article or any part thereof, is null and void, and this article shall not deprive any employee or his
7 personal representative of any right or remedy to which he is entitled under the laws of this State.”).

8 29. Based on information and belief, Fox failed to reimburse Plaintiffs and Class Members
9 for all business expenses because Fox required workers to review and/or answer work-related phone
10 calls and/or messages without reimbursing them for their phone bills.

11 30. Based on information and belief, Fox failed to reimburse Plaintiffs and Class Members
12 for all business expenses because Fox required workers to use their cellphones to use Fox applications
13 without reimbursing them for their phone bills.

14 31. Plaintiffs and Class Members are now entitled to damages in an amount equal to the
15 reimbursement withheld, interest, and attorneys’ costs and fees. *See* Cal. Lab. Code § 2802(b)-(c).

16 **THIRD CAUSE OF ACTION**

17 **(Failure To Pay All Wages Upon Separation)**

18 **(Against Defendants Fox)**

19 32. Plaintiffs reallege and incorporate, on behalf of themselves and Class Members, each
20 and every paragraph of this Complaint as though fully set forth herein.

21 33. Plaintiffs and Class Members should have received all earned and unpaid wages at the
22 time of discharge, within 72 hours if they quit without notice, or immediately upon separation if they
23 provided 72 hours’ notice. Cal. Lab. Code § 201 (“If an employer discharges an employee, the wages
24 earned and unpaid at the time of discharge are due and payable immediately.”); Cal. Lab. Code § 202
25 (“If an employee not having a written contract for a definite period quits his or her employment, his or
26 her wages shall become due and payable not later than 72 hours thereafter, unless the employee has
27 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to
28 his or her wages at the time of quitting.”).

34. Based on information and belief, Fox failed to timely pay Plaintiffs and Class Members all wages that were due and owing upon separation as final payments were devoid of, including not limited to, all owed minimum wages, and/or reimbursements at the properly accrued rates.

35. Plaintiffs and Class Members are now entitled to a penalty equal to their daily wages from the date payment was due to present not to exceed thirty (30) days and attorneys' costs and fees. Cal. Lab. Code § 203 ("the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days"); Cal. Lab. Code § 218.5 ("In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation of the action.").

FOURTH CAUSE OF ACTION

(Failure to Furnish Accurate Itemized Wage Statements)

(Against Defendants Fox)

36. Plaintiffs reallege and incorporate, on behalf of themselves and Class Members, each and every paragraph of this Complaint as though fully set forth herein.

37. Plaintiffs and Class Members should have received accurate itemized wage statements. Cal. Lab. Code § 226(a) (California law requires every employer semi-monthly or at the time of each payment of wages to furnish each of his or her employees with an accurate itemized wage statement in writing that contains the following: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.).

38. Based on information and belief, Fox failed to provide Plaintiffs and Class Members accurate itemized wage statements because Fox failed to correctly set forth (a) the gross wages earned,

1 in violation of Labor Code section 226(a)(1), (b) the total hours worked by the employee in violation of
2 Labor Code section 226(a)(2), and (c) the net wages earned, in violation of Labor Code section
3 226(a)(5), in part due to the wage-and-hour violations detailed herein.

4 39. Based on information and belief, Fox’s failure to provide Plaintiffs and Class Members
5 with accurate itemized wage statements caused injury. Cal. Lab. Code § 226(e) (an employee is deemed
6 to be injured if the employer either fails to provide any wage statement or if it provides a wage
7 statement that fails to provide “accurate and complete information”).

8 40. Based on information and belief, Fox’s failure to provide Plaintiffs and Class Members
9 with accurate itemized wage statements was knowing and intentional. *See, e.g., Naranjo v. Spectrum*
10 *Sec. Servs., Inc.*, 15 Cal. 5th 1056 (2024) (Defendants did not have a reasonable, good faith basis for
11 failing to provide accurate itemized wage statements).

12 41. Plaintiffs and Class Members are now entitled to recover the greater of all actual
13 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
14 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate
15 penalty of four thousand dollars (\$4,000). Cal. Lab. Code § 226(e).

16 **FIFTH CAUSE OF ACTION**

17 **(Unfair, Unlawful, Or Fraudulent Business Practices)**

18 **(Against Defendants Fox)**

19 42. Plaintiffs reallege and incorporate, on behalf of themselves and Class Members, each
20 and every paragraph of this Complaint as though fully set forth herein.

21 43. Plaintiffs and Class Members should have applicable statutes of limitations extended to
22 four years for claims seeking restitution, including claims for unpaid minimum wages, and
23 reimbursement for business expenses. Business & Professions Code §§ 17200 *et seq.*; Cal. Lab. Code §
24 90.5(a) (“It is the policy of this state to vigorously enforce minimum labor standards in order to ensure
25 employees are not required or permitted to work under substandard unlawful conditions or for
26 employers that have not secured the payment of compensation, and to protect employers who comply
27 with the law from those who attempt to gain a competitive advantage at the expense of their workers by
28 failing to comply with minimum labor standards.”).

1 44. Based on information and belief, beginning at least four years prior to the filing of this
2 Complaint, Fox committed, and continue to commit, acts of unfair competition by wrongfully denying
3 Plaintiffs and Class Members all minimum wages, and reimbursement for business expenses.

4 45. Plaintiffs and Class Members are now entitled to recover restitution, including all
5 amounts wrongfully obtained by Fox through unfair competition for the past four years.

6 **SIXTH CAUSE OF ACTION**

7 **(PAGA)**

8 **(Against Defendants Fox)**

9 46. Plaintiffs reallege and incorporate, on behalf of themselves and Aggrieved Employees,
10 each and every paragraph of this Complaint as though fully set forth herein.

11 47. Plaintiffs have complied with the procedures for bringing suit specified in Labor Code
12 Section 2699.3. On January 9, 2025, Ms. Faraji gave notice to the LWDA by online submission and
13 written notice to Defendants by certified mail of the specific provisions of the Labor Code alleged to
14 have been violated, including the facts and theories to support the alleged violations. As of the date of
15 this Second Amended Complaint, more than sixty-five (65) days after serving the LWDA with notice
16 of Defendants' violations, the LWDA has not provided any notice of its intent to investigate the
17 Defendants' alleged violations as mandated by Labor Code Section 2699.3(a)(2)(A). Accordingly,
18 pursuant to Labor Code Section 2699.3(a)(2)(A), Plaintiffs may commence and is authorized to pursue
19 this cause of action.

20 48. As set forth in detail under "Factual Allegations," Defendants violated numerous
21 provisions of the California Labor Code.

22 49. Under Labor Code § 2699(f)(2), for all provisions of the code except those for which a
23 civil penalty is specifically provided, the civil penalty is one hundred dollars (\$100) for each aggrieved
24 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
25 employee per pay period for each subsequent violation if either of the following are met: (i) Within the
26 five years preceding the alleged violation, the agency or any court issued a finding or determination to
27 the employer that its policy or practice giving rise to the violation was unlawful. (ii) The court
28 determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or

1 oppressive.

2 50. Under Labor Code § 226.3, for an employer who violates section 226(a), the civil
3 penalty is two hundred fifty dollars (\$250) per employee per violation in an initial citation and one
4 thousand dollars (\$1,000) per employee for each violation in a subsequent citation as the employee
5 could not promptly and easily determine from the wage statement alone the accurate information
6 specified by subdivision (a) of Section 226.

7 51. Certain penalties may also be stacked. *See, e.g., Hernandez v. Towne Park, Ltd.*, No. CV
8 12-02972 MMM (JCGx) 2012 U.S. Dist. LEXIS 86975, at *59, fn. 77 (C.D. Cal. June 22, 2012)
9 (holding that although the plaintiff did not seek stacked PAGA penalties, that “PAGA penalties can be
10 ‘stacked,’ i.e., multiple PAGA penalties can be assessed for the same pay period for different Labor
11 Code violations.”); Labor Code § 2699(i) (precluding stacking only for penalties purely derivative of a
12 separate labor code violation).

13 52. Plaintiffs, on behalf of themselves and all Aggrieved Employees, seeks civil penalties
14 under PAGA as well as attorneys’ fees and costs. These civil penalties will be allocated 65% to the
15 Labor Workforce Development Agency and 35% to the affected employees.

16 **PRAYER FOR RELIEF**

17 **WHEREFORE**, Plaintiffs, individually and on behalf of the proposed Class, Subclasses, and
18 Aggrieved Employees prays for judgment against Fox as follows:

19 A. For notice to all nonexempt hourly individuals who worked for Fox in California during
20 the period commencing four years prior to the filing of this Complaint.

21 B. For an order certifying this action as a class action.

22 C. For compensatory damages in an amount according to proof.

23 D. For liquidated damages in an amount according to proof.

24 E. For restitution, including disgorgement or profits according to proof.

25 F. For all applicable statutory and civil penalties.

26 G. For all recoverable pre- and post- judgment interest.

27 H. For all reasonable attorneys’ fees and costs of suit, including expert fees, to the extent
28 permitted by law, including (without limitation) under California Labor Code sections 218.5, 226,

1 1194, 2802, and Code of Civil Procedure section 1021.5.

2 I. For an injunction and order permanently restraining Fox from engaging in the unlawful
3 wage-and-hour business practices complained of herein.

4 J. For such other and further relief as the Court deems appropriate and just.

5 **DEMAND FOR JURY TRIAL**

6 Plaintiffs demand a trial by jury on claims so triable.

7
8 Respectfully submitted,

9 DATED: May 19, 2026

AYAZI ABNEY APC

10
11 By: 
12 Rana Ayazi

13 *Attorney for Plaintiff Noushin Faraji, individually,*
14 *and on behalf of others similarly situated.*

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is: 1801 Century Park East, Suite 2400, Los Angeles, CA 90067. On the date stated below, I served the **Third Amended Complaint** on all interested parties addressed as follows:

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FOX SPORTS HOLDINGS, LLC
FOX SPORTS 1, LLC
FOX SPORTS 2, LLC
FOX SPORTS PRODUCTIONS, LLC

- ☐ **[BY PERSONAL SERVICE]** By causing the document(s) listed above to be personally delivered to the person(s) at the address(es) set forth above.
- ☐ **[BY MAIL]** By placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth above. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business.
- ☒ **[BY E-MAIL]** By transmitting via electronic mail to the party(s) identified on the service list using the email address(es) set forth above. This method of service was made pursuant to the agreement of counsel.
- ☒ **[CASE ANYWHERE]** By transmitting via Case Anywhere to the party(s) identified on the Case Anywhere service list. This method of service was made pursuant to the agreement of counsel.
- ☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- ☐ **(FEDERAL)** I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on May 20, 2026 at Los Angeles, California.



Rana Ayazi