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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.

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

PLAINTIFF'S NOTICE AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Filed concurrently with (1) Declaration of Rana Ayazi ISO Plaintiff's Motion for Preliminary Approval of Class Action Settlement (Ex. A-G) and (2) [Proposed] Order

Hearing Date: March 24, 2026
Hearing Time: 9:00AM

Date Action Filed: January 3, 2025
FAC Filed: February 24, 2025
SAC Filed: July 7, 2025
Trial Date: None Set

TO THE COURT AND DEFENDANTS AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on March 24, 2026 at 9:00 AM in Department 17 of the Superior Court for the County of Los Angeles, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, Plaintiff Noushin Faraji ("Plaintiff") will move for an order granting preliminary approval of the proposed Class Action and PAGA Settlement Agreement ("Settlement Agreement") and proposed Class Notice ("Class Notice") agreed upon by Plaintiff and the remaining Defendants Fox Corporation, Sports Media Services, LLC, Fox Sports Holdings, LLC, Fox Sports 1, LLC, Fox Sports 2, LLC, and Fox Sports Productions, LLC (collectively "Defendants" or "Fox"). Plaintiff will further move that the order specifically encompass the following:

1. Provisional certification of the class members,
2. Appointing, for settlement purposes only, Plaintiff as the Class Representative,
3. Appointing, for settlement purposes only, Ayazi Abney APC as Class Counsel,
4. Appointing ILYM Group, Inc. as the Settlement Administrator and ordering that it performs its duties in accordance with the Settlement Agreement,
5. Approving the form and content of the proposed method of participation in the settlement, requesting exclusion from the settlement, or objecting to the settlement, and
6. Setting a Final Approval Hearing.

The motion is based on this Notice and Motion, the Memorandum of Points and Authorities, Declarations, exhibits, all other pleadings and papers on file in this action, and any oral argument or other matter that may be considered by the Court.

Dated: January 23, 2026 **AYAZI ABNEY APC**

By:________________________________
Rana Ayazi, Esq.
Attorneys for Plaintiff Noushin Faraji, individually, and on behalf of others similarly situated.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Noushin Faraji ("Plaintiff") respectfully submits this Memorandum of Points and Authorities in support of this Motion for Preliminary Approval of Class Action Settlement ("Motion for Preliminary Approval"), which respectfully requests an order granting preliminary approval of the proposed Class Action and PAGA Settlement Agreement ("Settlement Agreement") and the proposed Class Notice ("Class Notice") agreed upon by Plaintiff and the remaining Defendants Fox Corporation, Sports Media Services, LLC, Fox Sports Holdings, LLC, Fox Sports 1, LLC, Fox Sports 2, LLC, and Fox Sports Productions, LLC (collectively "Defendants" or "Fox").

The Motion for Preliminary Approval further respectfully requests that the order specifically encompass the following: (1) provisional certification of the class members, (2) appointing, for settlement purposes only, Plaintiff as the Class Representative, (3) appointing, for settlement purposes only, Ayazi Abney APC ("Class Counsel") as Class Counsel, (4) appointing ILYM Group, Inc. as the Settlement Administrator and orders that it performs its duties in accordance with the Settlement Agreement, (5) approving the form and content of the proposed method of participation in the settlement, requesting exclusion from the settlement, or objecting to the settlement, and (6) setting a Final Approval Hearing.

The Parties have been working on this matter for over a year. On October 17, 2024, Plaintiff served a records demand and begin pre-litigation correspondence. The Parties were unable to resolve the matter pre-litigation. On June 3, 2025, Plaintiff filed the above-referenced action. On January 9, 2025, Plaintiff filed a PAGA notice with the Labor Commissioner, who did not respond with an intent to investigate. Thereafter, Defendant Sports Media Services, LLC removed the matter to federal court based on the overtime claim being preempted. Once before the Central District of California, on February 24, 2025, Plaintiff filed a First Amended Complaint solely to dismiss the overtime claim, requiring the matter to be remanded to state court. On July 7, 2025, Plaintiff filed a Second Amended Complaint solely to add a PAGA claim.

On March 10, 2025, the Parties mediated Ms. Faraji's individual claims. On August 1, 2025, Ms. Faraji filed a Request for Dismissal of her individual claims with prejudice, consisting of the following causes of action within the operative complaint: (7) sexual battery, (8) hostile work environment (sex/gender), (9) hostile work environment (race/national origin), (10) hostile work environment (disability), (11) failure to prevent harassment, (12) negligent supervision, hiring, and retention, (13) retaliation, and (14) wrongful termination. This Court granted the dismissal, leaving only Plaintiff's wage-and-hour class action claims: (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, and (6) PAGA.

On July 22, 2025, the Parties mediated Ms. Faraji's wage-and-hour class action claim before Kim Deck, a mediator with nearly four decades experience. The mediator actively assisted the Parties in settlement discussions, participated in negotiations, and helped the Parties come to agreement of the terms of a settlement, which were later finalized in an MOU and then a Settlement Agreement for which Plaintiff now seeks preliminary approval.

As consideration for this Settlement, Defendants shall pay $560,000 ("Gross Settlement Amount") to resolve the remaining claims. The Gross Settlement Amount is inclusive of payments to the 409 putative class members (who do not exclude themselves), 324 aggrieved employees ($13,000), the LWDA payment ($7,000), approved claims administrative costs (up to $10,000), an approved class representative enhancement ($20,000), and approved attorneys' fees and costs ($186,666.67 and $5,000). In addition to the Gross Settlement Amount, Defendants will also separately pay its portion of the payroll taxes. If all requested amounts are approved, and no one opts out, the Net Settlement Amount to be distributed to the putative class members is estimated to be $338,333.33. The distribution to putative class members is on a pro rata basis based on number of compensable workweeks, with an average payment of $827.22 ($338,333.33/ 409 putative class members = $827.22). As set forth below, Plaintiff believes this is a fair result.

II. SUMMARY OF THE LITIGATION

A. The Procedural History

On October 17, 2024, Plaintiff served a records demand and begin pre-litigation correspondence. The Parties were unable to resolve the matter pre-litigation. On June 3, 2025, Plaintiff filed the above-referenced action. On January 9, 2025, Plaintiff filed a PAGA notice with the Labor Commissioner, who did not respond with an intent to investigate. Thereafter, Defendant Sports Media Services, LLC removed the matter to federal court based on the overtime claim being preempted. Once before the Central District of California, on February 24, 2025, Plaintiff filed a First Amended Complaint solely to dismiss the overtime claim, requiring the matter to be remanded to state court. On July 7, 2025, Plaintiff filed a Second Amended Complaint solely to add a PAGA claim. (Declaration of Rana Ayazi ("Ayazi Decl.") at ¶ 2). On March 10, 2025, the Parties mediated Ms. Faraji's individual claims. On August 1, 2025, Ms. Faraji filed a Request for Dismissal of her individual claims with prejudice, consisting of the following causes of action within the operative complaint: (7) sexual battery, (8) hostile work environment (sex/gender), (9) hostile work environment (race/national origin), (10) hostile work environment (disability), (11) failure to prevent harassment, (12) negligent supervision, hiring, and retention, (13) retaliation, and (14) wrongful termination. This Court granted the dismissal, leaving only Plaintiff's wage-and-hour class action claims. (Ayazi Decl. at ¶ 3).

B. The Class Action Mediation, Exchange of Discovery, and Legal Analysis by Parties' Counsel

The Parties have undertaken significant investigation of the facts and law during the pendency of this action. The Parties have undertaken significant investigation of the facts and law during the pendency of this action. The Parties exchanged in informal and formal discovery, where Defendant provided ample information and documents, including: (i) the number of Class Members, (ii) the number of Aggrieved Employees, (iii) number of workweeks during the Class Period, (iv) number of pay periods during PAGA Period, (v) and a class list. Plaintiff and Class Counsel also spoke with and interviewed putative class members to help determine total exposure of the wage-and-hour class actions claims to determine what would constitute in the realm of a fair settlement. (Ayazi Decl. at ¶ 4).

On July 22, 2025, the Parties mediated Ms. Faraji's wage-and-hour class action claims before Kim Deck, a mediator with nearly four decades experience. The mediator actively assisted the Parties in settlement discussions, participated in negotiations, and helped the Parties come to agreement of the terms of a settlement, which were later finalized in an MOU and then a Settlement Agreement for which Plaintiff now seeks preliminary approval. (Ayazi Decl. at ¶ 5).

Class Counsel represents that they have conducted a thorough investigation into the facts of this case, have diligently pursued an investigation of the Class Members' claims against Defendants, including research of the applicable law and the potential defenses and conversations with other putative class members, and believe that the Settlement Agreement is fair and reasonable. Plaintiff and Class Counsel concluded, after taking into account the disputed factual and legal issues, the risks and costs attending further prosecution, and the benefits to be received by the putative class members and aggrieved employees in settling the matter, as well as Defendants' ongoing mitigation efforts (i.e., Defendants have sent backdated checks to putative class members throughout the course of this litigation) that the Settlement Agreement is fair and reasonable. (Ayazi Decl. at ¶ 6).

Defendants likewise concluded that there are benefits associated with settling this action. Defendants have denied, and continue to deny, each of the claims and contentions in this action. After taking into account the disputed factual and legal issues involved in the action, the expense and burden of protracted litigation, and the desire to put the controversy to rest, Defendants believe that settlement on the terms set forth in this agreement is in their best interests and is fair and reasonable.

III. <u>SUMMARY OF SETTLEMENT</u>

A. Terms of Settlement (including the benefits to the class and the proposed claims process)

1. Subject to Court approval pursuant to California Code of Civil Procedure section 382 and California Rules of Court Rule 3.769 et seq., the Parties have agreed to settle the Lawsuit by agreement upon the terms and conditions and for the consideration set forth in the Settlement Agreement. (Ayazi Decl., at ¶ 7, Ex. A, Settlement Agreement). This document was based on the Los Angeles Superior Court's [MODEL] CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE ("Model Agreement"). (Ayazi Decl., at ¶ 7, Ex. B, Compare Model and Settlement Agreement). A summary of the key terms of the Settlement is as follows:

1. <u>Class Members</u>: Any and all non-exempt freelance employees, employed by Sports Media Services, LLC working in hair, makeup, wardrobe, studio operations and studio production in California during the Class Period (01/03/2021 to the date the Court grants Preliminary Approval of this Settlement).
2. <u>Aggrieved Employees</u>: Any and all non-exempt freelance employees, employed by Sports Media Services, LLC working in hair, makeup, wardrobe, studio operations and studio production in California during the PAGA Period (01/09/2024 to the date the Court grants Preliminary

Approval of this Settlement).

3. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimates there are 409 Class Members who collectively worked a total of 63,358 Workweeks and 324 Aggrieved Employees who worked a total of 23,931 PAGA Pay Periods.
4. Gross Settlement Amount: $560,000, which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator's Expenses.
5. PAGA Penalties: $20,000, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.
6. Administration Costs: Up to $10,000 to the Settlement Administrator.
7. Class Representative Service Payment: $20,000 as a Class Representative Service Payment for seeking an attorney willing to take on this matter, filing a class action lawsuit against a large company known for having aggressive counsel, participating throughout this process, searching for and providing information related to her employment and the employment conditions, spending time in meetings with counsel to get a better understanding of her work environment and requirements, spending time with other putative class members to obtain additional information, providing needed information for mediation, settlement discussions, and potential class certification, and approving the settlement on behalf of all class members.
8. Attorneys' Fees and Costs: One-third of the settlement ($186,666.67) for attorneys' fees and up to $5,000 for their litigation expenses.
9. Net Settlement Amount: The Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Class Members who do not submit a valid and timely Request for Exclusion from the Settlement ("Participating Class Members") as Individual Class Payments. If all requested amounts are approved, and no one opts out, the Net Settlement Amount to be distributed to the putative class

members is estimated to be $338,333.33. The distribution to putative class members is on a pro rata basis based on number of compensable workweeks, with an average payment of $827.22 ($338,333.33/ 409 putative class members = $827.22).

10. Individual Class Payment: The Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

11. Individual PAGA Payment: The Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

12. Release by Participating Class Members Who Are Not Aggrieved Employees: All wage-and-hour claims asserted in the Action, as amended, and/or arising from the facts alleged in the Action or the PAGA Notice, or that could have been raised in the Action or the PAGA Notice based on the facts alleged. The Released Class Claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to reimburse business expenses; wage statements; failure to keep accurate records; failure to timely pay wages; failure to timely pay final wages; failure to provide suitable seating; violations of California's paid sick leave laws; failure to provide supplemental paid sick leave; unfair business practices related to the Labor Code violations alleged in the Operative Complaint; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; non-compliant wage statements; attorneys' fees and costs associated with recovery of the alleged Labor Code violations alleged in the Operative Complaint; and generally all wage-and-hour claims that could have been brought based on the facts alleged in the Operative Complaint arising under: the California Labor Code (including but not limited to, sections 200, 201, 202, 203, 204, 206, 210, 216, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.6, 226.7, 233, 234, 245-248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2,

1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5); the Wage Orders of the California Industrial Welfare Commission; the California Business and Professions Code section 17200, et seq.; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR § 11060; California Code of Civil Procedure § 1021.5; the California common law of contract the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq.; 29 CFR 778.223; 29 CFR 778.315; and federal common law. **Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.**

13. Release by Non-Participating Class Members Who Are Aggrieved Employees: All Class Members who opt out of the Settlement who are Aggrieved Employees are deemed to release from all claims for civil penalties under PAGA that were alleged, or could have been alleged, based on the facts asserted in Plaintiff's Operative Complaint, as amended, and/or in the PAGA Notice, including but not limited to, claims relating to failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to reimburse business expenses; wage statements; failure to keep accurate records; failure to timely pay wages; failure to timely pay final wages; failure to provide suitable seating; violations of California's paid sick leave laws; failure to provide supplemental paid sick leave; and alleged violations of Labor Code sections 200, 201, 202, 203, 204, 206, 210, 216, 218.5, 218.6, 223,225.5, 226, 226.3, 226.6, 226.7, 233, 234, 245-248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,1198.5, 1199, 2802, 2810.5, 2698, et seq. and 2699 et seq.

14. Unclaimed Funds: For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall

transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

B. Proposed Form of Notice to Class

2. The Parties have agreed to provide class notice by agreement upon the terms and conditions and for the consideration set forth in the Class Notice. (Ayazi Decl., at ¶ 8, Ex. C, Class Notice). This document was based on the Los Angeles Superior Court's [MODEL] COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL ("Model Notice"). (Ayazi Decl., at ¶ 8, Ex. D, Compare Model and Class Notice)..

Class Data: Not later than fifteen (15) court days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. (Ayazi Decl. at ¶ 7, Ex. A, Settlement Agreement at 4.b).

Class Notice: Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. (*Id*. at 8.b).

Undeliverable: Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time. (*Id*. at 8.c).

Exclusions: Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than

45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). … The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded (*Id*. at 9.b-c).

Written Objections: Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed). (*Id*. at 11.a-b).

Additional Individuals: If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later. (*Id*. at 8.e).

C. Proposed Settlement Administrator

ILYM Group, Inc. is an experienced and qualified class action claims administrator who provides class action administrative services. (Ayazi Decl. at ¶ 9, Ex. E, Declaration of Administrator (ILYM). The Parties do not have any financial interest, ownership interest, or other relationship with the Settlement Administrator. (Ayazi Decl., Ex. F, Declaration of Plaintiff Noushin Faraji at ¶ 11; Ayazi Decl., Ex. G, Declaration of Defendants at ¶ 3).

D. Requested Incentive Payment

Plaintiff and Class Counsel will request, and Defendants agree not to oppose, payment by Defendants from the Class Settlement Amount of $20,000 to Plaintiff as a service payment. The named Plaintiff is entitled to a service award for her service as Class Representative and the risks in connection with that role. Service awards in minimum wage and overtime cases typically range from $5,000.00 to $40,000.00, although some awards are higher. *See e.g.*, *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 (approving an enhancement request of $5,000.00 per named plaintiff in a 188 member class); *Cook v. Niedert* (7th Cir. 1998) 142 F.3d 1004, 1016; *Thornton v. East Texas Motor Freight* (6th Cir. 1974) 497 F.2d 416, 420 ("We also think there is something to be said for rewarding those drivers who protect and help to bring rights to a group of employees who have been the victims of discrimination.")

Here, the requested service fee is reasonable and should be preliminarily approved. Plaintiff has performed considerable services on behalf of the Class during the litigation by seeking an attorney willing to take on this matter, filing a class action lawsuit against a large company known for having aggressive counsel,   participating throughout this process, searching for and providing information related to her employment and the employment conditions, spending time in meetings with counsel to get a better understanding of her work environment and requirements, spending time with other putative class members to obtain additional information, providing needed information for mediation, settlement discussions, and potential class certification, and approving the settlement on behalf of all class members. Ayazi Decl. at ¶ 10; Ayazi Decl., Ex. F, Declaration of Plaintiff Noushin Faraji at ¶ 10).

E. Requested Attorneys' Fees and Costs

As noted above, Class Counsel will request a payment of fees of one-third the settlement amount ($186,666.67) for the time spent litigating this matter. Class Counsel will also seek up to $5,000 for Class Counsel Costs. The requested costs and fees are fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the Class Members. (Ayazi Decl. at ¶ 11).

California courts have recognized that an appropriate method for awarding attorney's fees in class actions is to award a percentage of the "common fund" created as a result of the settlement. (*City &*

County of San Francisco v. Sweet (1995) 12 Cal. 4th 105, 110-11; see also *Apple Computer, Inc. v. Superior Court* (2005) 126 Cal. App. 4th 1253, 1270; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal. App. 4th 19, 26.) The basis of the common fund is fairness to the successful litigant, who might otherwise receive no benefit because her recovery might be consumed by the expenses; correlative prevention of an unfair advantage to others who are entitled to share in the fund and who should bear their share of the burden of its recovery; encouragement of the attorney for the successful litigant, who will be more willing to undertake and diligently prosecute proper litigation for the protection or recovery of the fund if he is assured that he will be properly and directly compensated should his efforts be successful. (*City & County of San Francisco*, 12 Cal. 4th at 111.) In *Quinn,* the California Supreme Court stated: "[O]ne who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs." (*Quinn v. State* (1975) 15 Cal. 3d 162, 167.) Similarly, in *Sweet*, the California Supreme Court recognized that the common fund doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons are entitled to share." (*City & County of San Francisco*, 12 Cal. 4th at 110.)

Here, Class Counsel has requested fees equal to 1/3 of the Class Settlement Amount, which falls well within the range of reasonableness. Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the case. (*See In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373, 1378.)

Class Counsel have bore, and continue to bear, the entire risk and cost of litigation associated with this class action on a pure contingency basis. The factual and legal issues posed in this case were highly disputed, and there were also risks as to whether or not a class might be de-certified or whether Plaintiff might succeed at trial, leaving a large number of putative class members unlikely to receive any recovery. The Court should preliminarily approve the requested attorney's fees and costs, which are justified by the results achieved, the complexity of the issues, the difficulty of the case, and the great risk undertaken by Class Counsel. The requested attorneys' fees and costs will not be opposed by Defendants and are well within established guidelines. The Class Members will also be notified of the requested amount and have an opportunity to object to the requested fees.

IV. ARGUMENTS IN FAVOR OF PRELIMINARY APPROVAL

A. The Proposed Settlement Meets the Standards for Preliminary Approval

Rule 3.769 of the California Rules of Court requires court approval for class action settlements. "Before final approval. the court must conduct an inquiry into the fairness of the proposed settlement." (Cal. Rules of Court, rule 3.769(g)). Courts act within their discretion in approving settlements which are fair, not collusive, and take into account "all the normal perils of litigation as well as the additional uncertainties inherent in complex class actions." (*In re Beef Industry Antitrust Litigation* (5th Cir. 1979) 607 F.2d 167, 179; *Iowa Beef Processors. Inc. v. Meat Price Investigators Ass'n* (1981) 452 U.S. 905.)

Courts have broad powers to determine whether a proposed settlement is fair under the circumstances of the case. (*Mallick v. Superior Court* (1979) 89 Cal.App.3d 434, 438.) ln evaluating preliminary approval, courts must consider several relevant factors, including "the strength of the Plaintiff's case, the risk, expense, complexity and likely duration or further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, [and] the experience and views of counsel...." (*Dunk v. Ford lvfotor Co.* (1996) 48 Cal.App.4th 1794, 1801.) "The list of factors is not exclusive and the court is free to engage in a balancing and weighing, of the factors depending on the circumstances of each case.'' (*Wershba v. Apple Computer, Inc*. (2001) 91 Cal. App. 4th 224, 245).

Furthermore, courts must give "proper deference to the private consensual decision of the parties" because "the court's intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Hanlon v. Chrysler Corp.* (9^{th} Cir. 1998) 150 F.3d 1011, 1027.)

A proposed class action settlement is presumed fair under the following circumstances: (1) the parties reached settlement after arms-length negotiations; (2) investigation and discovery were sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objections is small. (*Dunk v. Ford Motor Co.*, 48 Cal.App.4th at 1802.) The Declaration of Rana Ayazi demonstrates that the proposed settlement was the product of serious, informed, and non-collusive negotiations and demonstrates counsel's extensive experience in both employment law as well as class action litigation.

1. The settlement is the result of arm's-length negotiation.

The proposed settlement was reached as a result of arm's-length negotiations facilitated by an experienced mediator following significant investigation of the facts and law during and in preparation for mediation. The settlement negotiations have been, at all times, adversarial and non-collusive in nature. Indeed, continued good-faith but occasionally contentious negotiations were required to ultimately reach an agreement following a successful mediation with respected class action mediator Kim Deck. (*See* Ayazi Decl. at ¶ 5). While Plaintiff believes in the merits of her case, she also recognizes the inherent risks of litigation and understands the benefit of the Class receiving settlement funds immediately as opposed to delaying payment or risking an unfavorable decision on summary adjudication/judgment, motion for class certification, at trial and/or the damages awarded, and/or appeal all of which have potential to eliminate any relief for Class Members on claims which are suitable for class treatment. (*See* Ayazi Decl. at ¶ 6; Ayazi Decl., Ex. F, Declaration of Plaintiff Noushin Faraji at ¶ 9).

2. Sufficient investigation and discovery have been conducted.

As described above, the Parties thoroughly investigated and evaluated the factual strengths and weaknesses of this case before reaching the proposed settlement and engaged in sufficient investigation and discovery as referenced above, to support the settlement. The Parties exchanged in informal and formal discovery, where Defendant provided ample information and documents, including: (i) the number of Class Members, (ii) the number of Aggrieved Employees, (iii) number of workweeks during the Class Period, (iv) number of pay periods during PAGA Period, (v) and a class list. Plaintiff and Class Counsel also spoke with and interviewed putative class members to help determine total exposure of the wage-and-hour class actions claims to determine what would constitute in the realm of a fair settlement. (*See* Ayazi Decl. at ¶ 4). Class Counsel represents that they have conducted a thorough investigation into the facts of this case, have diligently pursued an investigation of the Class Members' claims against Defendants, including research of the applicable law and the potential defenses and conversations with other putative class members, and believe that the Settlement Agreement is fair and reasonable. Plaintiff and Class Counsel concluded, after taking into account the disputed factual and legal issues, the risks and costs attending further prosecution, and the benefits to be received by the putative class members and aggrieved employees in settling the matter, as well as Defendants' ongoing mitigation efforts (i.e., Defendants have sent backdated checks to putative class members throughout the course of this litigation) that the Settlement Agreement is fair and reasonable. (Ayazi Decl. at ¶ 6; Ayazi Decl., Ex. F, Declaration of Plaintiff Noushin Faraji at ¶ 9).

3. Class counsel is experienced in similar litigation.

Experienced counsel, operating at arms-length, have weighed the strengths of the case and examined all of the issues and risks of litigation and endorse the proposed settlement. The view of the attorneys actively conducting the litigation "is entitled to significant weight" in deciding whether to approve the settlement. (*Fisher Bros. v. Cambridge Lee Industries, Inc.* (E.D. Pa. 1985) 630 F.Supp. 482, 488; *Ellis v. Naval Air Rework Facility* (N.D. Cal. 1980) 87 F.R.D. 15, 18, *a.ffd.* 661 F.2d 939 (9th Cir. 1981); *Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F. Supp. 610, 617.)

Class Counsel is experienced in similar litigation. Ayazi Abney APC represents employees in state and federal courts in a wide range of labor and employment law matters, including claims for discrimination, harassment, and retaliation. Ayazi Abney APC represents individuals in single-plaintiff, class action, and Private Attorney General Act (PAGA) lawsuits. Prior to founding Ayazi Abney APC, Rana Ayazi spent several years as defense counsel at large, sophisticated firms (including Greenberg Traurig) where she represented Fortune 500 companies in single-plaintiff, class action, and Private Attorney General Act (PAGA) lawsuits. She has also served as a judicial law clerk at the Los Angeles Equal Employment Opportunity Commission and has worked at Yale Law School's Worker and Immigrant Rights Advocacy Clinic. (*See* Ayazi Decl. at ¶ 12).

In short, Class Counsel are experienced and qualified to evaluate the class claims and to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. Counsel on both sides share the view—endorsed by an experienced class action mediator (*with nearly four decades experience*)—that this is a fair and reasonable settlement in light of the complexities of the case, the state of the law and uncertainties of litigation and trial, and the benefit the settlement confers on the class. Given the risks inherent in litigation, in class certification proceedings, and in the defenses asserted, this settlement is fair, adequate, and reasonable and in the best interests of the class.

4. The proposed settlement is a reasonable compromise of claims.

The proposed Settlement of $560,000.00 represents an excellent resolution of this case. The proposed Settlement was calculated using information and data uncovered through informal discovery, evaluations and computations of payroll and time records, case investigation and the exchange of data. The proposed Settlement takes into account the potential risks and reward inherent in any case and in particular with this case. Moreover, considering all of the facts in this case the proposed Settlement amount represents a substantial global recovery for all Class Members.

The proposed Settlement provides for a Net Settlement Amount of at least $338,333.33 that may be paid out to all Class Members that do not opt-out of the settlement. Each Participating Class Member's share of the Net Settlement Amount will be based upon the number of hours he or she actually worked during the Class Period. Furthermore, the proposed Settlement is particularly fair and beneficial to the Class Members when taking into consideration Defendants' mitigation efforts (i.e., Defendants have sent backdated checks to putative class members throughout the course of this litigation). (*See* Ayazi Decl., at ¶ 6).

There is no reason to doubt the fairness of the proposed plan of allocation of the settlement funds for purposes of preliminary approval. Even at the final approval stage, "[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. In light of the above considerations, Class Counsel believes that the proposed Settlement as a whole is fair, reasonable, and in the best interest of the Class Members. (*See* Ayazi Decl., at ¶ 6).

B. Provisional Certification of the Class is Appropriate

The court may make an order approving certification of a provisional settlement class after the preliminary settlement hearing. (California Rules of Court, Rule 3.769(d).) For settlement purposes, courts use a less stringent standard for certification of classes. (*Global Minerals & Metals Corp. v. Superior Court* (2003) 113 Cal.App.4th 836, 859.) "The reason for this is that no trial is anticipated in a settlement class case, so the case management issues inherent in the ascertainable class determination need not be confronted." (*Id.*; see also *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000)

85 Cal.App.4th 1135, 1161-1162 [affirming certification of class action for settlement purposes only].) Accordingly, this Court has discretion to certify Plaintiff's class for settlement purposes only.

The requirements under California Code of Civil Procedure Section 382 are all met for the purposes of certifying this case for settlement purposes, (Ayazi Decl., at ¶ 8, Ex. A, Settlement Agreement).

1. Numerosity

The settlement class consists of 409 class members. Thus, the requirement of numerosity is met because joinder of 409 individual plaintiffs into a single case against a company is otherwise impracticable in light of the circumstances.

2. Ascertainability

The proposed "Settlement Class" is easily ascertainable based on Defendants' records.

3. Commonality/Predominance

Many common issues of law and fact unite the class. The common questions of law and fact include but are not limited to:

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.

4. Typicality

The claims of the class representative are typical of the claims of the class members as a whole. The named Plaintiff suffered the same alleged violations (e.g. minimum, overtime wages, meal and rest period violations, failure to pay cellphone costs, and derivative claims) as the class as a whole did and, thus, the claims of the named Plaintiff fairly represent the claims of the class as a whole.

5. Adequacy of Representation

Plaintiff has proven to be an adequate class representative. She has conducted herself diligently and responsibly in representing the class in this litigation. She understands her fiduciary obligations and has actively participated in the prosecution of this case. Plaintiff has spent hours in meetings and conferences with counsel to provide counsel with a better understanding of her work environment and requirements. (Ayazi Decl. at ¶ 10). Moreover, Class Counsel is adequate to represent the class for settlement purposes. (*See* Ayazi Decl. at ¶ 11; Ayazi Decl., Ex. F, Declaration of Plaintiff Noushin Faraji at ¶ 5-6).

6. Superiority

A class action is superior to other available means for the fair and efficient adjudication of this controversy. Joinder of all members of the proposed class impractical. Class treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously for settlement purposes without the unnecessary duplication of effort and expense that numerous individual actions would engender.

C. The Proposed Class Notice Is Appropriate

The proposed Class Notice should be approved for dissemination to the Class Members. It is from the LASC website with minimal changes. The notice informs the Class of the terms of the settlement, of their right to receive their proportional share of the settlement and the manner in which to do so, of their right to request exclusion or to comment upon or object to the settlement, and of their right to appear in person or by counsel at the final approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time are provided by each of these procedures. Furthermore, the date and time of the Final Approval hearing will be inserted in the Class Notices and will identify the information upon which the Class Member's share will be calculated as well as the estimated amount he or she can expect to receive if he or she chooses not to exclude him or herself.

The Parties propose the following schedule for the fairness hearing and final proceedings:

EVENT	TIMING
Preliminary Approval Order	TBD
Last day for Defendants to provide Class Data to the Settlement Administrator	15 court days after the Court grants Preliminary Approval
Last day for Settlement Administrator to mail the Class Notice	14 days after receiving the Class Data
Deadline for Objections and Exclusion Requests	45 days after the Settlement Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed)
Final Approval Hearing	TBD

V. CONCLUSION

The proposed class action settlement is fair, adequate, and reasonable. It will result in fair and immediate payment to Class Members; it is non-collusive; and it was achieved as the result of informed, extensive, and arms' length negotiations conducted by counsel for respective parties who are experienced in wage-and-hour class action litigation. For the foregoing reasons, the parties respectfully request that the Court grant preliminary approval of the proposed Settlement, sign the proposed Order, approve and authorize mailing of the proposed Class Notice and set a date for a final approval hearing.

DATED: January 23, 2026

Respectfully submitted,
AYAZI ABNEY APC

By: ______________________

Rana Ayazi
Attorney for Plaintiff Noushin Faraji, individually, 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 following documents:

- **PLAINTIFF'S NOTICE AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
- **DECLARATION OF RANA AYAZI ISO MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT [EX. A-G]**
- **[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

on all interested parties addressed as follows:

Tracey Kennedy, Esq. TKennedy@sheppardmullin.com Ryan Krueger, Esq. RKrueger@sheppardmullin.com Robert Mussig, Esq. RMussig@sheppardmullin.com Michaela Goldstein, Esq. MGoldstein@sheppardmullin.com Tyler Johnson, Esq. TJJohnson@sheppardmullin.com Bee De La Cruz BDeLaCruz@sheppardmullin.com **SHEPPARD MULLIN** 350 South Grand Avenue, 40th Floor Los Angeles, CA 90071 Tel: 213.620.1780	Attorneys for Defendants FOX CORPORATION SPORTS MEDIA SERVICES, LLC 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.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 23, 2026 at Los Angeles, California.

Rana Ayazi