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By M. Strano, Deputy Clerk

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

7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF LOS ANGELES**

10  
11 NOUSHIN FARAJI, individually, and  
on behalf of others similarly situated,

12  
13 Plaintiff,

14 vs.

15 FOX CORPORATION, a Delaware  
corporation, SPORTS MEDIA SERVICES,  
16 LLC, a Delaware limited liability company,  
FOX SPORTS HOLDINGS, LLC, a Delaware  
17 limited liability company, FOX SPORTS 1,  
18 LLC, a Delaware limited liability company,  
FOX SPORTS 2, LLC, a Delaware limited  
19 liability company, FOX SPORTS  
PRODUCTIONS, LLC, a Delaware limited  
20 liability company, CHARLIE DIXON, an  
21 individual, SKIP BAYLESS, an individual,  
JOY TAYLOR, an individual, and DOES 1 –  
22 25, inclusive,

23 Defendants.  
24  
25  
26  
27  
28

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

**DECLARATION OF RANA AYAZI IN  
SUPPORT OF MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

*Filed concurrently with (1) Notice and Motion for  
Preliminary Approval of Class Action Settlement  
and (2) [Proposed] Order*

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

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

1 I, Rana Ayazi, declare as follows:

2 1. I am a member of the bar of the State of California and the Managing Attorney of the law  
3 firm Ayazi Abney APC (“Class Counsel”). I am lead counsel in this matter for Plaintiff Noushin Faraji  
4 against the remaining Defendants Fox Corporation, Sports Media Services, LLC, Fox Sports Holdings,  
5 LLC, Fox Sports 1, LLC, Fox Sports 2, LLC, and Fox Sports Productions, LLC (collectively  
6 “Defendants” or “Fox”) in the above-referenced action. I make this declaration in support of Plaintiff’s  
7 Motion for Preliminary Approval of Class Action Settlement. I make this declaration based upon my own  
8 personal knowledge, except where otherwise indicated (thereupon testifying from information and  
9 belief), and if called upon as a witness, I could and would competently testify thereto.

10 2. **Procedural History:** On October 17, 2024, Plaintiff served a records demand and begin  
11 pre-litigation correspondence. The Parties were unable to resolve the matter pre-litigation. On June 3,  
12 2025, Plaintiff filed the above-referenced action. On January 9, 2025, Plaintiff filed a PAGA notice with  
13 the Labor Commissioner, who did not respond with an intent to investigate. Thereafter, Defendant Sports  
14 Media Services, LLC removed the matter to federal court based on the overtime claim being preempted.  
15 Once before the Central District of California, on February 24, 2025, Plaintiff filed a First Amended  
16 Complaint solely to dismiss the overtime claim, requiring the matter to be remanded to state court. On  
17 July 7, 2025, Plaintiff filed a Second Amended Complaint solely to add a PAGA claim.

18 3. **Settlement of Individual Claims:** On March 10, 2025, the Parties mediated Ms. Faraji’s  
19 individual claims. On August 1, 2025, Ms. Faraji filed a Request for Dismissal of her individual claims  
20 with prejudice, consisting of the following causes of action within the operative complaint: (7) sexual  
21 battery, (8) hostile work environment (sex/gender), (9) hostile work environment (race/national origin),  
22 (10) hostile work environment (disability), (11) failure to prevent harassment, (12) negligent supervision,  
23 hiring, and retention, (13) retaliation, and (14) wrongful termination. This Court granted the dismissal,  
24 leaving only Plaintiff’s wage-and-hour class action claims: (1) failure to pay minimum wages, (2) failure  
25 to reimburse business expenses, (3) failure to pay all wages upon separation, (4) failure to furnish accurate  
26 itemized wage statements, (5) unfair, unlawful, or fraudulent business practices, and (6) PAGA.

27 4. **Exchange of Discovery as to Class Action Claims:** The Parties have undertaken  
28 significant investigation of the facts and law during the pendency of this action. The Parties exchanged

1 in informal and formal discovery, where Defendant provided ample information and documents,  
2 including: (i) the number of Class Members, (ii) the number of Aggrieved Employees, (iii) number of  
3 workweeks during the Class Period, (iv) number of pay periods during PAGA Period, (v) and a class list.  
4 Plaintiff and Class Counsel also spoke with and interviewed putative class members to help determine  
5 total exposure of the wage-and-hour class actions claims to determine what would constitute in the realm  
6 of a fair settlement.

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

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

21 **7. The Settlement Agreement:** A true and correct copy of the Class Action and PAGA  
22 Settlement Agreement and Class Notice ("Settlement Agreement") is attached hereto as **Exhibit A**. This  
23 document was based on the Los Angeles Superior Court's [MODEL] CLASS ACTION AND PAGA  
24 SETTLEMENT AGREEMENT AND CLASS NOTICE ("Model Agreement"). A true and correct  
25 redline between the Settlement Agreement and Model Agreement is attached hereto as **Exhibit B**.

26 **8. The Class Notices:** A true and correct copy of the Notice of Class Action Settlement and  
27 Hearing Date for Final Court Approval ("Class Notice") is attached hereto as **Exhibit C**. This document  
28 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”). A true and correct redline between the Class Notice and Model Notice is attached hereto as **Exhibit D**.

**9. The Settlement Administrator:** ILYM Group, Inc. is an experienced and qualified class action claims administrator who provides class action administrative services. A true and correct copy of the Declaration of Lisa Mullins, the President for ILYM Group, Inc. is attached hereto as **Exhibit E**. The Parties do not have any financial interest, ownership interest, or other relationship with the Settlement Administrator. A true and current copy of the Declaration of Plaintiff Noushin Faraji is attached hereto as **Exhibit F**. A true and current copy of the Declaration of Defendants Fox is attached hereto as **Exhibit G**.

**10. Requested Class Representative Service Payment:** The requested Class Representative Service Payment of \$20,000 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 his 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.

**11. Requested Attorneys’ Fees and Costs:** As noted above, Class Counsel will request a payment of fees of one-third of the settlement, here \$186,666.67, for its willingness to take on this matter and the time spent litigating this matter. Class Counsel will also seek a relatively modest \$5,000 for Class Counsel Costs. The requested fee and costs is 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. This amount is warranted as 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

1 founding Ayazi Abney APC, I spent several years as defense counsel at large, sophisticated firms  
2 (including Greenberg Traurig) where I represented Fortune 500 companies in single-plaintiff, class  
3 action, and Private Attorney General Act (PAGA) lawsuits. I have also served as a judicial law clerk at  
4 the Los Angeles Equal Employment Opportunity Commission and have worked at Yale Law School's  
5 Worker and Immigrant Rights Advocacy Clinic.

6 I declare under penalty of perjury under the laws of the State of California that the foregoing  
7 is true and correct and that this declaration was executed on this 23th day of January, 2026, at Los  
8 Angeles, California.

9  
10   
11 Rana Ayazi

## **EXHIBIT A**

## CLASS, COLLECTIVE, AND PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class, Collective, and PAGA Representative Action Settlement Agreement (“Agreement”) is made by and between Plaintiff Noushin Faraji (“Plaintiff” or “Faraji”), on the one hand, and Fox Corporation, Sports Media Services, LLC, Fox Sports Holdings, LLC, Fox Sports 1, LLC, Fox Sports 2, LLC, and Fox Sports Productions, LLC, on the other, (collectively “Fox” or the “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

### 1. DEFINITIONS.

- a. “Action” means Plaintiff’s pending lawsuit against Defendants captioned *Faraji v. Fox Corporation, et al.*, filed on January 3, 2025, Case No. 25STCV00101 and pending in Superior Court of the State of California, County of Los Angeles, as amended via the filing of a First Amended Complaint on or about February 24, 2025, and as amended via the filing of a Second Amended Complaint on or about July 7, 2025.
- b. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- c. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- d. “Aggrieved Employee” means 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, as defined below.
- e. “Class” means 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, as defined below.
- f. “Class Counsel” means Rana Ayazi and Devin Abney of Ayazi Abney, APC.
- g. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amount allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- h. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- i. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- j. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- k. “Class Notice” means the Court Approved Notice of Class Action Settlement, to be mailed to Class Members in English, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- l. “Class Period” means the period from January 3, 2021 to the date the Court grants Preliminary Approval of this Settlement.
- m. “Class Representative” means the named Plaintiff Noushin Faraji in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- n. “Class Representative Service Payment” means, in exchange for the execution of a stand-alone general release of all claims, the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- o. “Court” means the Superior Court of California, County of Los Angeles, the forum where the Motion for Preliminary Approval will be filed.
- p. “Defendants” means named Defendants Fox Corporation, Sports Media Services, LLC, Fox Sports Holdings, LLC, Fox Sports 1, LLC, Fox Sports 2, LLC, and Fox Sports Productions, LLC.
- q. “Defense Counsel” means Tracey Kennedy, Robert Mussig, Ryan Krueger, Tyler Johnson, and Michaela Goldstein of Sheppard, Mullin, Richter, and Hampton LLP.
- r. “Effective Date” means the date on which the Final Award becomes final. For purposes of this Section, the Final Award “becomes final” only after the Court grants the Motion for Final Approval enters Judgment and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other challenge is filed, the seventieth (70th) day following Notice of Entry of the Court’s Order and/or Judgment; (ii) the date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment, and issuance of remittitur.
- s. “Employee Paid Taxes” means taxes paid by an individual employee, including Federal Insurance Contributions Act, federal income tax, state disability insurance, state income tax payments.
- t. “Employer Paid Taxes” means taxes paid by the employer, including Federal Unemployment Tax Act, Federal Insurance Contributions Act, state unemployment insurance, and Employee Training Tax payments.

- u. “Final Approval” or “Final Award” means the Court’s order granting final approval of the Settlement.
- v. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- w. “Gross Settlement Amount” means \$560,000.00 (Five Hundred Sixty Thousand Dollars and No Cents) which is the total gross amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments (including all Employee Paid Taxes), Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator’s Expenses. Defendants will be responsible for any and all Employer Paid Taxes required by law on the wage portions of the Individual Class Payments to Class Members, separate and in addition to the Gross Settlement Amount.
- x. “Individual Class Payment” means 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, less any and all Employee Paid Taxes required by law as a result of the payment of the amount allocated to such Class Member as set forth herein.
- y. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- z. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- aa. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- bb. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).
- cc. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Class Members as Individual Class Payments, including all Employee Paid Taxes.
- dd. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- ee. “Objection to Settlement” means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name, address, telephone number, last four digits of the employee’s social security number or employee ID number, and (b) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

- ff. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- gg. “PAGA Period” means the period from January 9, 2024 to the date the Court grants Preliminary Approval of this Settlement.
- hh. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- ii. “PAGA Notice” means Plaintiff’s January 9, 2025 letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a), Case No. LWDA-CM-1072022-25.
- jj. “PAGA Penalties” means the total amount of \$20,000.00 (Twenty Thousand Dollars and No Cents) in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$7,000.00 (Seven Thousand Dollars and No Cents)) and the 65% to LWDA (\$13,000.00 (Thirteen Thousand Dollars and No Cents)) in settlement of PAGA claims.
- kk. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- ll. “Pay Period” means a pay period during which an Aggrieved Employee worked for Defendants, for at least one day, during the PAGA Period.
- mm. “Plaintiff” means Noushin Faraji, the named plaintiff in the Action.
- nn. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- oo. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- pp. “Released Class Claims” means the claims being released as described in Section 5(d) below.
- qq. “Released PAGA Claims” means the claims being released as described in Section 5(e) below.
- rr. “Released Parties” means: Defendants and each of their past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing firms (whether direct or indirect), temporary staffing agencies (whether direct or indirect), dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, common law employers, potential and alleged common law employers, contractors, affiliates, service providers, alter-egos, potential and alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents,

subsidiaries, other service providers, and assigns, and any and all persons and/or entities acting under, by, through or in concert with any of them.

- ss. “Request for Exclusion” means a valid and timely written statement submitted by a Class Member requesting to be excluded from the settlement of the class claims. The request for exclusion should contain (a) the Class Member’s name, address, telephone number, and the last four digits of the Class Member’s Social Security number and/or the Employee ID number, and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: “I wish to exclude myself from the settlement with Defendants Fox Corporation, Sports Media Services, LLC, Fox Sports Holdings, LLC, Fox Sports 1, LLC, Fox Sports 2, LLC, and Fox Sports Productions, LLC. I understand that by excluding myself, I will not receive money from the settlement of my individual claims.” To be effective, the Request for Exclusion must be post-marked (or time stamped) by the Response Deadline and received by the Settlement Administrator. The request for exclusion shall not be effective as to the release of claims arising under the Private Attorneys’ General Act.
- tt. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his/her/their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- uu. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- vv. “Settlement Payment Check” means the payment to Class Members. The back of the Settlement Payment Check shall state, immediately below the space where the check is to be endorsed by the payee: “By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of *Faraji v. Fox Corporation, et al.*, filed on January 3, 2025, Case No. 25STCV0010 and elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement.”
- ww. “Workweek” means any week during which a Class Member worked for Defendants, for at least one day, during the Class Period.

## 2. RECITALS.

- a. On January 3, 2025, Plaintiff commenced this Action by filing a class action Complaint alleging causes of action against Defendants for violations under the Labor Code and Business and Professions Code for: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to reimburse business expenses, (4) failure to pay all wages upon separation, (5) failure to furnish accurate itemized wage statements; (6) unfair, unlawful, or fraudulent business practices (the “Complaint”). On or about February 24, 2025, Plaintiff filed a First Amended Complaint, dismissing the overtime claim. On or about July 7, 2025, Plaintiff filed a Second Amended Complaint asserting an additional cause of

action for violation of the Private Attorneys General Act (“PAGA”). The Second Amended Complaint is referred to herein as the “Operative Complaint.”

- b. Defendants deny the allegations in the Complaint and the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.
- c. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- d. On March 10, 2025, the Parties participated in an all-day mediation presided over by mediator Kim Deck, and a subsequent mediation with Kim Deck on July 22, 2025, which led to this Agreement to settle the Action.
- e. Prior to mediation and in negotiating the Settlement, Plaintiff obtained, through formal and informal discovery, relevant information from Defendants, including but not limited to, employee time and payroll records, records relating to Plaintiff, Defendants’ policy documents, and the exchange of relevant data points pertaining to the Class and PAGA claims. Plaintiff represents and Defendants understand that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4<sup>th</sup> 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4<sup>th</sup> 116, 129-130 (“*Dunk / Kullar*”).
- f. The Court has not yet granted class certification.
- g. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### 3. MONETARY TERMS.

- a. Gross Settlement Amount. Defendants promise to pay the total gross amount of \$560,000.00 (Five Hundred Sixty Thousand Dollars and No Cents) and no more as the Gross Settlement Amount and to separately pay any and all Employer Paid Taxes required by law on the wage portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in this Agreement. The Administrator shall disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- b. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- c. To Plaintiff: Class Representative Service Payment to the Class Representative of \$20,000.00 (Twenty Thousand Dollars and No Cents) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff’s request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for any Class Representative Service

Payment no later than 16 court days before the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. A reduction by the Court of the Class Representative Service Payment shall not be grounds to nullify this Agreement. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for all Employee Paid Taxes owed on the Class Representative Service Payment payable to her. The Class Representative Service Payment will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement, and is conditioned on the execution by Plaintiff of a stand-alone settlement agreement and general release of all claims.

- d. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$186,666.67 (One Hundred Eighty Six Thousand, Six Hundred Sixty Six Thousand Dollars and Sixty Seven Cents) and a Class Counsel Litigation Expenses Payment of not more than \$5,000.00 (Five Thousand Dollars and No Cents). Defendants will not oppose requests for these payments provided the requested costs and fees do not exceed these amounts. Plaintiff and/or Class Counsel will seek to recover such payments as part of Plaintiff's Motion for Final Approval which will be filed no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion, any Class Counsel Fee Payment, and/or Class Counsel Litigation Expenses Payment. A reduction by the Court of either the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment(s) shall not be grounds to nullify this Agreement. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- e. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000, the Administrator will retain the remainder in the Net Settlement Amount.
- f. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- g. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.

Participating Class Members assume full responsibility and liability for any Employee Paid Taxes owed on their Individual Class Payment.

- h. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Non-Participating Class Members shall still receive an Individual PAGA Payment.
- i. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 (Twenty Thousand Dollars and No Cents) to be paid from the Gross Settlement Amount, with 65% (\$13,000.00 (Thirteen Thousand Dollars and No Cents) allocated to the LWDA PAGA Payment and 35% (\$7,000.00 (Seven Thousand Dollars and No Cents)) allocated to the Individual PAGA Payments as a satisfaction and release of the Released PAGA claims.
- j. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$7,000.00 (Seven Thousand Dollars and No Cents)) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- k. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms and 100% of such payments will be allocated as penalties.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

- a. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, as of August 25, 2025, Defendants estimate 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.
- b. 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. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- c. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay the Employer Paid Taxes by transmitting the funds to the Administrator no later than 30 (thirty) days after the Effective Date.
- d. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- e. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- f. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- g. 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).
- h. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

## 5. RELEASES OF CLAIMS.

- a. Release. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all Employer Paid Taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:
- b. Plaintiff's Release. As a condition of receiving any portion of the Class Representative Service Payment, Plaintiff and each of Plaintiff's respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties (which as defined above specifically includes Defendants) from all known and unknown claims, transactions, or occurrences under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to Plaintiff's employment with Defendants and Plaintiff's compensation while so employed ("Plaintiff's Release"). Plaintiff's Release includes all claims asserted in the Action and/or arising from or related to the facts and claims 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 and claims alleged. Plaintiff's Release includes, but is not limited to, all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, vacation time, 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; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages; 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; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to keep accurate records; failure to provide suitable seating; failure to maintain temperature providing reasonable comfort; unlawful deductions and/or withholdings from wages; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's Release includes all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 246, 247.5, 248.5, 256, 450, 510, 511, 512, 515, 516, 550, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*, 2802, and 2804); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Equal Pay Act of 1949; the California Fair Pay Act; the California Private Attorneys General Act of 2004 (PAGA); California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include sections 3287, 3336 and 3294; 8 CCR §§ 3203, 11070, 11090, 11100; California Code of Civil Procedure § 1021.5; California Code of Civil Procedure § 1281.98; all state and local ordinances related to COVID-19 right of recall; the California common law of contract; the FLSA, 29 U.S.C. §§ 201, *et seq.*; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* (ERISA). Plaintiff's Release also includes all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or

local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), as amended by OWBPA, and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that she may discover facts or law different from, or in addition to, the facts or law that she now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. The specific terms of Plaintiff's Release will be detailed in a stand-alone individual settlement agreement.

- c. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.**

- d. Release by Participating Class Members: Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties of the "Released Class Claims." The Released Class Claims include 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.

- i. Plaintiff and Participating Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action, as amended, for purposes of the FLSA and, as to those Class Members, the Released Class Claims include any and all claims the Class Members may have under the FLSA during the Class Period arising from the facts alleged in the Action, as amended, or that could have been alleged based on the facts alleged. Only those Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims.
  - ii. The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect: “By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of *Faraji v. Fox Corporation, et al.*, filed on January 3, 2025, Case No. 25STCV0010 and elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement.”
  - iii. Upon entry of Judgment, Class Members are precluded from filing a wage-and-hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018).
  - iv. This release excludes the release of claims not permitted by law.
- e. Release by Aggrieved Employees: Plaintiff, the Labor and Workforce Development Agency, and the State of California through Plaintiff as its agent and/or proxy, and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties 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.* ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period. Aggrieved Employees will be bound by the release of the Released PAGA Claims regardless of their decision to participate in or opt out of the release of the Released Class Claims.

## 6. MOTION FOR PRELIMINARY APPROVAL.

- a. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Los Angeles County Superior Court's current requirements for Preliminary Approvals, as applicable.
- b. Defendants' Declaration in Support of Preliminary Approval. Within 15 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- c. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator; (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Plaintiff will also prepare and deliver to the LWDA notice of this settlement and the Final Judgment.
- d. Responsibilities of Counsel. Class Counsel shall be responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days

after the full execution of this Agreement; and obtaining a prompt hearing date for the Motion for Preliminary Approval. All Parties shall appear in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- e. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## **7. SETTLEMENT ADMINISTRATION.**

- a. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- b. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- c. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

## **8. NOTICE TO CLASS MEMBERS.**

- a. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data, and whether the escalator clause has been triggered.
- b. 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.
- c. 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.

- d. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- e. 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, whichever are later.

## **9. REQUESTS FOR EXCLUSION (OPT OUTS).**

- a. 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). A Request for Exclusion should contain (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the settlement with Defendants Fox Corporation, Sports Media Services, LLC, Fox Sports Holdings, LLC, Fox Sports 1, LLC, Fox Sports 2, LLC, and Fox Sports Productions, LLC. I understand that by excluding myself, I will not receive money from the settlement of my individual claims." To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- b. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. 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. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- c. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the release under Section 5(d) of this Agreement, regardless of whether

the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- d. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section 5(e) of this Agreement and are eligible for an Individual PAGA Payment regardless of their decision to opt-out of the class settlement.

#### **10. CHALLENGES TO CALCULATIONS OF WORKWEEKS.**

- a. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

#### **11. OBJECTIONS TO SETTLEMENT.**

- a. 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.
- b. 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).
- c. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

#### **12. ADMINISTRATOR DUTIES.**

- a. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- b. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, and the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- c. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- d. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- e. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- f. Administrator’s Declaration. In advance of the filing of Plaintiff’s Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- g. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its

disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

**13. DEFENDANTS' RIGHT TO WITHDRAW.**

- a. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members (i.e., 41 out of 409 Class Members), Defendants may, but are not obligated, to elect to withdraw from the Settlement. In addition, in the event the Court does not approve the class settlement in the amount of \$930,000 or less for the gross settlement amount for the class and the Parties are then unable to agree to a settlement amount of the class claims, the Parties agree that Fox may withdraw from the Class Action Settlement and no other monies will be owed to Faraji and her counsel. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

**14. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.**

- a. Based on its records, Defendants represent that the approximately 409 Class Members have worked approximately 63,358 Workweeks through August 25, 2025. If the actual number of Class Members eligible to participate in the Settlement is greater than 20% of Defendants' estimate and which requires a GSA in excess of \$930,000.00 (Nine Hundred Thirty Thousand Dollars and No Cents), Defendants at their sole discretion shall have the option of (a) paying a proportional increase in the Settlement Amount for each additional work week over 120%; or (b) modifying the end date of the Class Period and PAGA Period to the date when the actual number of workweeks exceeded 120%; or (c) withdrawing from the Class and PAGA settlement entirely, after giving ten (10) business days written notice of its intent to withdraw from the settlement entirely to Plaintiff's counsel.

**15. MOTION FOR FINAL APPROVAL.**

- a. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(2), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval for their review and comment. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- b. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- c. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Parties expressly agree that the Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
- d. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- e. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- f. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

## **16. AMENDED JUDGMENT.**

- a. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

## **17. ADDITIONAL PROVISIONS.**

- a. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of

highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- b. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- c. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- d. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits and Plaintiff's individual settlement agreement with Defendants (dated June 30, 2025) shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all **oral** representations, warranties, covenants, or inducements made to or by any Party.
- e. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- f. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- g. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- h. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- i. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- j. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- k. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- l. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- m. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Neither Plaintiff nor Plaintiff's Counsel shall issue any response to press, press release or announcement of any kind related in any way to the Settlement. This Settlement Amount shall not be advertised or mentioned on any source, including Plaintiff's Counsel's personal or firm website(s).
- n. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Following the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, and within 14 days of written request by Defendants, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants.

- o. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- p. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- q. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

For Defendants:

Tim Lykowski  
Senior Vice President, Labor & Employment  
Sports Media Services, LLC Network Services, LLC  
2121 Avenue of the Stars  
Los Angeles, CA 90067  
Email: tim.lykowski@fox.com

*With a copy to:*

Tracey A. Kennedy  
Sheppard Mullin Richter Hampton LLP  
350 South Grand Avenue, 40th Floor  
Los Angeles, CA 90071-3460  
Email: tkennedy@sheppardmullin.com

For Plaintiff:

Rana Ayazi  
Devin Abney  
Ayazi Abney  
1801 Century Park East, Suite 2400  
Los Angeles, CA 90067  
Email: rana@aacalifornia.com; devin@aacalifornia.com

- r. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- s. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

The Parties further agree that upon the signing of this Agreement that pursuant to C.C.P. section 583.330 to extend the date to bring a case to trial under C.C.P. section 583.310 for the entire period of this settlement process.

Dated: 12/05/2025

By: Signature:   
Noushin Faraji  
Email: noushinfaraji@gmail.com

**Fox Corporation, Sports Media Services, LLC, Fox Sports Holdings, LLC, Fox Sports 1, LLC, Fox Sports 2, LLC, and Fox Sports Productions, LLC**

Dated: 12/04/2025

By: Tim Lykowski  
Tim Lykowski  
Senior Vice President, Labor & Employment  
on behalf of Fox Corporation, Sports Media Services, LLC, Fox Sports Holdings, LLC, Fox Sports 1, LLC, Fox Sports 2, LLC, and Fox Sports Productions, LLC

**Approved as to Form:**

By: Rana Ayazi  
Rana Ayazi  
Devin Abney  
Counsel for Plaintiff and Class Representative Noushin Faraji

By: Tracey A. Kennedy  
Tracey A. Kennedy  
Counsel for Defendants Fox Corporation, Sports Media Services, LLC, Fox Sports Holdings, LLC, Fox Sports 1, LLC, Fox Sports 2, LLC, and Fox Sports Productions, LLC

## **EXHIBIT B**

~~[MODEL]~~ CLASS ACTION, COLLECTIVE, AND PAGA REPRESENTATIVE ACTION SETTLEMENT

**AGREEMENT AND CLASS NOTICE**

This Class ~~Action, Collective,~~ and PAGA Representative Action Settlement Agreement (“Agreement”) is made by and between plaintiff \_\_\_\_\_ (“Plaintiff”) Noushin Faraji (“Plaintiff” or “Faraji”), on the one hand, and defendant \_\_\_\_\_ (“XYZFox Corporation, Sports Media Services, LLC, Fox Sports Holdings, LLC, Fox Sports 1, LLC, Fox Sports 2, LLC, and Fox Sports Productions, LLC, on the other, (collectively “Fox” or the “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

**1. ~~1.~~ DEFINITIONS.**

- ~~1.1a.~~ “Action” means the Plaintiff’s pending lawsuit alleging wage and hour violations against Defendants captioned  
initiated Faraji v. Fox Corporation, et al., filed on \_\_\_\_\_ January 3, 2025, Case No. 25STCV00101 and pending in Superior Court of the State of California, County of Los Angeles, as amended via the filing of a First Amended Complaint on or about February 24, 2025, and as amended via the filing of a Second Amended Complaint on or about July 7, 2025.
- ~~1.2b.~~ “Administrator” means \_\_\_\_\_, ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- ~~1.3c.~~ “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- ~~1.4d.~~ “Aggrieved Employee” means ~~e.g., a person~~ any and all non-exempt freelance employees, employed by XYZ Sports Media Services, LLC working in hair, makeup, wardrobe, studio operations and studio production in California and classified as a \_\_\_\_\_ who worked for XYZ during the PAGA Period, as defined below.
- ~~1.5e.~~ “Class” means ~~define class, e.g., all persons~~ any and all non-exempt freelance employees, employed by XYZ Sports Media Services, LLC working in hair, makeup, wardrobe, studio operations and studio production in California and classified as \_\_\_\_\_ who worked for XYZ during the Class Period, as defined below.

1.6f. -“Class Counsel” means Rana Ayazi and Devin Abney of Ayazi Abney, APC.

1.7g. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amountsamount allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1-8h. “Class Data” means Class Member identifying information in XYZ’s Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9i. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10j. –“Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

~~1.11k.~~ “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVALCourt Approved Notice of Class Action Settlement, to be mailed to Class Members in English ~~[with a Spanish translation, if applicable]~~ in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.121. -“Class Period” means the period from January 3, 2021 to the date the Court grants Preliminary Approval of this Settlement.

1.13m. -“Class Representative” means the named Plaintiff Noushin Faraji in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

~~1.14n.~~ –“Class Representative Service Payment” means, in exchange for the execution of a stand-alone general release of all claims, the payment to the Class Representative for initiating the Action and providing services in support of the Action.

~~1.15o.~~ “Court” means the Superior Court of California, County of Los Angeles, the forum where the Motion for Preliminary Approval will be filed.

~~1.16~~ —“XYZ” means named Defendant \_\_\_\_\_.

p. “Defendants” means named Defendants Fox Corporation, Sports Media Services, LLC, Fox Sports Holdings, LLC, Fox Sports 1, LLC, Fox Sports 2, LLC, and Fox Sports Productions, LLC.

~~1.17q.~~ “Defense Counsel” means \_\_\_\_\_. Tracey Kennedy, Robert Mussig, Ryan Krueger, Tyler Johnson, and Michaela Goldstein of Sheppard, Mullin, Richter, and Hampton LLP.

~~1.18r.~~ “Effective Date” means the date ~~by when both of on which~~ the Final Award becomes final. For purposes of this Section, the Final Award “becomes final” only after the Court grants the Motion for Final Approval enters Judgment and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other challenge is filed, the seventieth (70th) day following have occurred: (a) Notice of Entry of the Court enters a Court’s Order and/or Judgment on its; (ii) the date of affirmance of an appeal of the Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters and/or Judgment; (b) if one or more Participating Class Members objects to the Settlement, becomes final under the day after the deadline for filing a notice of California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment; or if a timely appeal from the or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment is filed, the day after the appellate court affirms the Judgment and issues a, and issuance of remittitur.

s. “Employee Paid Taxes” means taxes paid by an individual employee, including Federal Insurance Contributions Act, federal income tax, state disability insurance, state income tax payments.

t. “Employer Paid Taxes” means taxes paid by the employer, including Federal Unemployment Tax Act, Federal Insurance Contributions Act, state unemployment insurance, and Employee Training Tax payments.

~~1.19u.~~ “Final Approval” or “Final Award” means the Court’s order granting final approval of the Settlement.

~~1.20v.~~ “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

~~1.21~~ —“Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

~~1.22w.~~ “Gross Settlement Amount” means \$~~\_\_\_\_\_~~ \$560,000.00 (Five Hundred Sixty Thousand Dollars and No Cents) which is the total gross amount ~~XYZ agrees~~ Defendants agree to pay under the Settlement ~~except as provided in Paragraph 9 below.~~ The Gross Settlement Amount will be used to pay Individual Class Payments, (including all Employee Paid Taxes), Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment ~~and the Administrator’s Expenses.~~ Defendants will be responsible for any and all Employer Paid Taxes required by law on the wage portions of the Individual Class Payments to Class Members, separate and in addition to the Gross Settlement Amount.

~~1.23x.~~ “Individual Class Payment” means 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, less any and all Employee Paid Taxes required by law as a result of the payment of the amount allocated to such Class Member as set forth herein.

~~1.24y.~~ “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of ~~2535~~ 7535% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

~~1.25z.~~ “Judgment” means the judgment entered by the Court based upon the Final Approval.

~~1.26aa.~~ “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, ~~subdivision~~ subd. (i).

~~1.27bb.~~ “LWDA PAGA Payment” means the ~~7565~~ 7565% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, ~~subdivision (i).~~ subd. (m).

~~1.28cc.~~ “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments, including all Employee Paid Taxes.

~~1.29dd.~~ “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

ee. -“Objection to Settlement” means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name, address, telephone number, last four digits of the employee’s social security number or employee ID number, and (b) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

~~1.30ff.~~ “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for XYZDefendants for at least one day during the PAGA Period.

~~1.31gg.~~ “PAGA Period” means the period from \_\_\_\_\_ to \_\_\_\_\_, January 9, 2024 to the date the Court grants Preliminary Approval of this Settlement.

~~1.32hh.~~ “PAGA” means the Private Attorneys General Act (~~Lab~~-Labor Code, §§ 2698, et seq.).

~~1.33ii.~~ “PAGA Notice” means Plaintiff’s \_\_\_\_\_ January 9, 2025 letter to XYZDefendants and the LWDA ~~and Plaintiff’s \_\_\_\_\_ letter to XYZ and the LWDA~~, providing notice pursuant to Labor Code section 2699.3, subdivision (a)-subd.(a), Case No. LWDA-CM-1072022-25.

~~1.34jj.~~ -“PAGA Penalties” means the total amount of \$20,000.00 (Twenty Thousand Dollars and No Cents) in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 2535% to the Aggrieved Employees (~~\_\_\_\_\_~~)(~~\$7,000.00 (Seven Thousand Dollars and No Cents)~~) and the 7565% to LWDA (~~\_\_\_\_\_~~)(~~\$13,000.00 (Thirteen Thousand Dollars and No Cents)~~) in settlement of PAGA claims.

~~1.35kk.~~ “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

ll. -“Pay Period” means a pay period during which an Aggrieved Employee worked for Defendants, for at least one day, during the PAGA Period.

~~1.36mm.~~ “Plaintiff” means \_\_\_\_\_, Noushin Faraji, the named plaintiff in the Action.

~~1.37nn.~~ “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

~~1.38oo.~~ “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

~~1.39~~pp. “Released Class Claims” means the claims being released as described in ~~Paragraph~~Section 5.2(d) below.

~~1.40~~qq. “Released PAGA Claims” means the claims being released as described in ~~Paragraph~~Section 5.3(e) below.

~~1.41~~ —“Released Parties” means ~~XYZ and each of its former and present directors, officers, shareholders, owners, [members], attorneys, insurers, predecessors, successors, assigns [subsidiaries] [affiliates].~~

~~1.42~~ —“Request for Exclusion” means ~~a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.~~

rr. ~~—“Released Parties” means: Defendants and each of their past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing firms (whether direct or indirect), temporary staffing agencies (whether direct or indirect), dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, common law employers, potential and alleged common law employers, contractors, affiliates, service providers, alter-egos, potential and alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns, and any and all persons and/or entities acting under, by, through or in concert with any of them.~~

ss. ~~—“Request for Exclusion” means a valid and timely written statement submitted by a Class Member requesting to be excluded from the settlement of the class claims. The request for exclusion should contain (a) the Class Member’s name, address, telephone number, and the last four digits of the Class Member’s Social Security number and/or the Employee ID number, and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: “I wish to exclude myself from the settlement with Defendants Fox Corporation, Sports Media Services, LLC, Fox Sports Holdings, LLC, Fox Sports 1, LLC, Fox Sports 2, LLC, and Fox Sports Productions, LLC. I understand that by excluding myself, I will not receive money from the settlement of my individual claims.” To be effective, the Request for Exclusion must be post-marked (or time stamped) by the Response Deadline and received by the Settlement Administrator. The request for exclusion shall not be effective as to the release of claims arising under the Private Attorneys’ General Act.~~

~~1.43~~tt. “Response Deadline” means ~~[e.g., 60]~~45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on

which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his-/her-/or-/their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44uu. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

vv. “Settlement Payment Check” means the payment to Class Members. The back of the Settlement Payment Check shall state, immediately below the space where the check is to be endorsed by the payee: “By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of *Faraji v. Fox Corporation, et al.*, filed on January 3, 2025, Case No. 25STCV0010 and elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement.”

1.45ww. “Workweek” means any week during which a Class Member worked for XYZDefendants, for at least one day, during the Class Period.

## 2. 2. RECITALS.

a. On January 3, 2025, Plaintiff commenced this Action by filing a class action Complaint alleging causes of action against XYZDefendants for [The violations under the Labor Code and Business and Professions Code for: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to reimburse business expenses, (4) failure to pay all wages upon separation, (5) failure to furnish accurate itemized wage statements; (6) unfair, unlawful, or fraudulent business practices (the “Complaint is the operative complaint in the Action (the “Operative Complaint.”)] {”}. On February 24, 2025, Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for [dismissing the overtime claim. On or about July 7, 2025, Plaintiff filed a Second Amended Complaint asserting an additional cause of action for violation of the Private Attorneys General Act (“PAGA”). The [e.g., FirstSecond Amended] Complaint is the operative complaint in the Action (referred to herein as the “Operative Complaint”).] XYZ denies.”

2.1b. Defendants deny the allegations in the Complaint and the Operative Complaint, deniesdeny any failure to comply with the laws identified in in the Operative Complaint, and deniesdeny any and all liability for the causes of action alleged.

2.2c. Pursuant to Labor Code section 2699.3, subdivision (subd. (a)), Plaintiff gave timely written notice to XYZDefendants and the LWDA by sending the PAGA Notice.

~~2.3d.~~ On \_\_\_\_\_, On March 10, 2025, the Parties participated in an all-day mediation presided over by \_\_\_\_\_ mediator Kim Deck, and a subsequent mediation with Kim Deck on July 22, 2025, which led to this Agreement to settle the Action ~~for describe alternative means of negotiation~~.

2.4 Prior to ~~mediation~~ ~~and in~~ negotiating the Settlement, Plaintiff obtained, through ~~formal~~ ~~and~~ informal discovery, \_\_\_\_\_ relevant information from Defendants, including but not limited to, employee time and payroll records, records relating to Plaintiff, Defendants' policy documents, and the exchange of relevant data points pertaining to the Class and PAGA claims. Plaintiff represents and Defendants understand that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in

e. *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk* / *Kullar*").

2.5f. The Court ~~has~~ has not yet granted class certification.

2.6g. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### 3. ~~3.~~ MONETARY TERMS.

3.1a. Gross Settlement Amount. ~~Except as otherwise provided by Paragraph 8 below, XYZ promises Defendants promise to pay \$\_\_\_\_\_ the total gross amount of \$560,000.00 (Five Hundred Sixty Thousand Dollars and No Cents) and no more as the Gross Settlement Amount {and to separately pay any and all employer payroll taxes owed Employer Paid Taxes required by law on the Wage Portions wage portions of the Individual Class Payments.} XYZ has. Defendants have~~ no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the ~~deadline~~ ~~deadlines~~ stated in Paragraph 4.3 of this Agreement. \* The Administrator ~~will~~ ~~shall~~ disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to ~~XYZ. Defendants.~~

3.2b. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1c. To Plaintiff: Class Representative Service Payment to the Class Representative of ~~not more than \$~~ \$20,000.00 (Twenty Thousand Dollars and No Cents) (in addition to any Individual Class Payment ~~and any Individual PAGA Payment~~ the Class Representative is entitled to receive as a Participating Class Member). XYZ Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. ~~As part of the motion~~Motion for ~~Class Counsel Fees Payment and Class Litigation Expenses Payment~~Final Approval, Plaintiff will seek Court approval for any Class Representative Service ~~Payments~~Payment no later than ~~16 court~~ days ~~prior to~~before the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. A reduction by the Court of the Class Representative Service Payment shall not be grounds to nullify this Agreement. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for ~~employee taxes~~all Employee Paid Taxes owed on the Class Representative Service Payment. ~~payable to her. The Class Representative Service Payment will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement, and is conditioned on the execution by Plaintiff of a stand-alone settlement agreement and general release of all claims.~~

3.2.2d. To Class Counsel: A Class Counsel Fees Payment of not more than ~~%33.33%~~, which is currently estimated to be ~~\$~~ \$186,666.67 (One Hundred Eighty Six Thousand, Six Hundred Sixty Six Thousand Dollars and Sixty Seven Cents) and a Class Counsel Litigation Expenses Payment of not more than ~~\$~~ XYZ\$5,000.00 (Five Thousand Dollars and No Cents). Defendants will not oppose requests for these payments provided ~~that the requested costs and fees~~ do not exceed these amounts. Plaintiff and/or Class Counsel will ~~file a motion~~seek to recover such payments as part of Plaintiff's Motion for ~~Class Counsel Fees Payment and Class Litigation Expenses Payment~~Final Approval which will be filed no later than ~~16 court~~ days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion, any Class Counsel Fee Payment, and/or Class Counsel Litigation Expenses Payment. A reduction by the Court of either the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment(s) shall not be grounds to nullify this Agreement. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds XYZ Defendants harmless, and indemnifies XYZ Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3e. To the Administrator: An Administrator Expenses Payment not to exceed \$                  \$10,000                   except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$                  \$10,000                  , the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4f. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1g. Tax Allocation of Individual Class Payments.       %20%       of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The       %80%       of each Participating Class Member's Individual Class Payment will be allocated to ~~vi~~ settlement of claims for ~~for e.g., interest and penalties~~ (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any ~~employee taxes~~ Employee Paid Taxes owed on their Individual Class Payment.

3.2.4.2h. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Non-Participating Class Members shall still receive an Individual PAGA Payment.

3.2.5i. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$                  \$20,000.00 (Twenty Thousand Dollars and No Cents)                   to be paid from the Gross Settlement Amount, with ~~75% (\$                  )~~ 65% (\$13,000.00 (Thirteen Thousand Dollars and No Cents)) allocated to the LWDA PAGA Payment and ~~25% (\$                  )~~ 35% (\$7,000.00 (Seven Thousand Dollars and No Cents)) allocated to the Individual PAGA Payments. as a satisfaction and release of the Released PAGA claims.

3.2.5.1j. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' ~~25~~ 35% share of PAGA Penalties (\$                  \$7,000.00 (Seven Thousand Dollars and No Cents)                  ) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2k. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms ~~and 100% of such payments will be allocated as penalties.~~

#### 4. **4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1a. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, ~~XYZ estimates as of August 25, 2025, Defendants estimate~~ there are 409 Class Members who collectively worked a total of 63,358 Workweeks, and 324 Aggrieved Employees who worked a total 23,931 PAGA Pay Periods.

4.2b. Class Data. Not later than ~~15~~ fifteen (15) court days after the Court grants Preliminary Approval of the Settlement, ~~XYZ Defendants~~ will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. ~~XYZ has~~ Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which ~~XYZ Defendants~~ must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3c. Funding of Gross Settlement Amount. ~~XYZ~~ Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay ~~XYZ's share of payroll taxes~~ the Employer Paid Taxes by transmitting the funds to the Administrator no later than ~~14~~ 30 (thirty) days after the Effective Date.

4.4d. Payments from the Gross Settlement Amount. Within ~~14~~ 14 days after ~~XYZ funds~~ Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1e. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be

voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

~~4.4.2f.~~ The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are ~~returned~~returned undelivered without ~~United States Postal Service ("USPS")~~ forwarding address. Within ~~seven (7)~~ days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

~~4.4.3g.~~ 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~~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~~Section 384, ~~subdivisionsubd. (b)-~~subd. (b)- ~~for to a Court approved nonprofit organization or foundation consistent with Code of Civil Procedure section 384, subdivision (b) ("Cy Pres Recipient")~~ for to a Court approved nonprofit organization or foundation consistent with Code of Civil Procedure section 384, subdivision (b) ("Cy Pres Recipient"). ~~The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.~~

~~4.4.4h.~~ The payment of Individual Class Payments and Individual PAGA Payments shall not obligate ~~XYZ~~Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

## 5. ~~5.~~ RELEASES OF CLAIMS.

a. Release. Effective on the date when ~~XYZ~~Defendants fully ~~funds~~fund the entire Gross Settlement Amount and funds all ~~employer payroll taxes~~Employer Paid Taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1b. Plaintiff's Release. As a condition of receiving any portion of the Class Representative Service Payment, Plaintiff and his, her, or their each of Plaintiff's respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties (which as defined above specifically includes Defendants) from all known and unknown claims, transactions, or occurrences [that occurred during the Class Period], under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including, but not limited to: (a) claims arising from or related to Plaintiff's employment with Defendants and Plaintiff's compensation while so employed ("Plaintiff's Release"). Plaintiff's Release includes all claims that were, or reasonably asserted in the Action and/or arising from or related to the facts and claims alleged in the Action or the PAGA Notice, or that could have been, alleged, raised in the Action or the PAGA Notice based on the facts contained in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, and claims alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, [or ascertained during the Action and released under. Plaintiff's Release includes, but is not limited to, all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, vacation time, 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; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages; 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; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to keep accurate records; failure to provide suitable seating; failure to maintain temperature providing reasonable comfort; unlawful deductions and/or withholdings from wages; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's Release includes all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, below]. ("Plaintiff's Release.") 226.3, 226.7, 226.8, 227.3, 246, 247.5, 248.5, 256, 450, 510, 511, 512, 515, 516, 550, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5, 2698 et seq., 2699 et seq., 2802, and 2804); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Equal Pay Act of 1949; the California Fair Pay Act; the California Private Attorneys General Act of 2004 (PAGA); California Business and Professions Code section 17200, et seq.; the California Civil Code, to include sections 3287, 3336 and 3294; 8 CCR §§ 3203, 11070, 11090, 11100; California Code of Civil Procedure § 1021.5; California Code of Civil Procedure § 1281.98; all state and local ordinances related to COVID-19 right of recall; the California common law of contract; the FLSA, 29 U.S.C. §§ 201, et seq.; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, et seq. (ERISA). Plaintiff's Release also includes all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities

Act (ADA), the Age Discrimination in Employment Act (ADEA), as amended by OWBPA, and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff~~she~~ may discover facts or law different from, or in addition to, the facts or law that Plaintiff~~she~~ now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. The specific terms of Plaintiff's Release will be detailed in a stand-alone individual settlement agreement.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

c. **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.**

d. Release by Participating Class Members ~~Who Are Not Aggrieved Employees: All:~~ Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., "(a) any and "Released Class Claims." The Released Class Claims include all claims involving any alleged 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 wage; etc.]. Except as set forth in Section 5.3 of this Agreement, 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.

**5.2** 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.

- i. Release by Non Participating Class Members Who Are Aggrieved Employees: All Non-Plaintiff and Participating Class Members who are Aggrieved Employees are timely cash or otherwise negotiate their Settlement Payment Check will be deemed to release have opted into the Action, as amended, for purposes of the FLSA and, as to those Class Members, the Released Class Claims include any and all claims the Class Members may have under the FLSA during the Class Period arising from the facts alleged in the Action, as amended, or that could have been alleged based on the facts alleged. Only those Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims.
- ii. The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect: “By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of *Faraji v. Fox Corporation, et al.*, filed on January 3, 2025, Case No. 25STCV0010 and elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement.”
- iii. Upon entry of Judgment, Class Members are precluded from filing a wage-and-hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018).
- iv. This release excludes the release of claims not permitted by law.

**5.3e.** Release by Aggrieved Employees: Plaintiff, the Labor and Workforce Development Agency, and the State of California through Plaintiff as its agent and/or proxy, and all Aggrieved Employees, on behalf of themselves and their

respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, ~~the Released Parties from all claims for~~ PAGA penalties that were alleged, or reasonably could have been alleged, based on the ~~shall release the Released Parties 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.* ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period ~~facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action][including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.].~~ Aggrieved Employees will be bound by the release of the Released PAGA Claims regardless of their decision to participate in or opt out of the release of the Released Class Claims.

**6. ~~6.~~ MOTION FOR PRELIMINARY APPROVAL. ~~The Parties agree to jointly~~**

a. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Los Angeles County Superior Court's current ~~checklist~~ requirements for Preliminary Approvals, as applicable.

6.1b. XYZ's ~~Defendants'~~ Declaration in Support of Preliminary Approval. Within \_\_\_\_\_15 days of the full execution of this Agreement, XYZ ~~Defendants~~ will prepare and deliver to Class Counsel a signed Declaration from XYZ ~~Defendants~~ and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator ~~and Cy Pres Recipient.~~ In their Declarations, Defense Counsel and XYZ ~~Defendants~~ shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2c. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* ~~and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2);~~ (ii) a draft proposed Order Granting Preliminary Approval ~~and~~

Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members ~~and/or the proposed Cy Pres~~; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~and/or~~ the Administrator ~~and/or the proposed Cy Pres~~; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative Complaint (Lab. Code, § 2699, subd. (1)(1)), this Agreement (Lab. Code, § 2699, subd. (1)(2)); (vii) and all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator; (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel ~~Declaration~~ shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Plaintiff will also prepare and deliver to the LWDA notice of this settlement and the Final Judgment.

6.3d. Responsibilities of Counsel. ~~Class Counsel and Defense Counsel are jointly~~ shall be responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than ~~30~~45 days after the full execution of this Agreement; and obtaining a prompt hearing date for the Motion for Preliminary Approval; ~~and for appearing.~~ All Parties shall appear in Court to advocate in favor of the Motion for Preliminary Approval. ~~Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.~~

6.4c. Duty to Cooperate. ~~If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.~~ Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

## 7. SETTLEMENT ADMINISTRATION.

7.1a. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc.

agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2b. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3c. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

~~7.4 — 7.4 Notice to Class Members.~~

## 8. NOTICE TO CLASS MEMBERS.

7.4.1a. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data, ~~and whether the escalator clause has been triggered.~~

7.4.2b. 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 ~~[with Spanish translation, if applicable]~~, 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.

7.4.3c. 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.

7.4.4d. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional

~~fourteen (14)~~ days beyond the ~~60~~forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

~~7.4.5e.~~ If the Administrator, XYZ 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.

#### ~~7.5~~ — ~~Requests for Exclusion (Opt-Outs)~~

### 9. REQUESTS FOR EXCLUSION (OPT OUTS).

~~7.5.1a.~~ 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 ~~60~~45 days after the Administrator mails the Class Notice (plus an additional ~~14~~ days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is should contain (a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes) the Class Member's name, address and email address or, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the settlement with Defendants Fox Corporation, Sports Media Services, LLC, Fox Sports Holdings, LLC, Fox Sports 1, LLC, Fox Sports 2, LLC, and Fox Sports Productions, LLC. I understand that by excluding myself, I will not receive money from the settlement of my individual claims." To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

~~7.5.2b.~~ The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. 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. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

~~7.5.3c.~~ Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the ~~Participating Class Members' Releases~~ release under ~~Paragraphs~~ Section 5-2 and 5-3(d) of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

~~7.5.4d.~~ Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. ~~Because future~~ PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in ~~Paragraph~~ Section 5-3(e) of this Agreement and are eligible for an Individual PAGA Payment. regardless of their decision to opt-out of the class settlement.

## 10. ~~Challenges to Calculation of Workweeks.~~ CHALLENGES TO CALCULATIONS OF WORKWEEKS.

~~7.6a.~~ Each Class Member shall have ~~60~~ 45 days after the Administrator mails the Class Notice (plus an additional ~~14~~ days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. ~~The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.~~

## ~~7.7—Objections to Settlement.~~

## 11. OBJECTIONS TO SETTLEMENT.

~~7.7.1a.~~ 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.

~~7.7.2b.~~ 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~~ oral/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 ~~60~~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).

7.7.3c. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

## 12. ~~Administrator Duties.~~ ADMINISTRATOR DUTIES.

7.8.a. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1b. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, ~~the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment,~~ the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2c. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than ~~five~~ (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3d. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4c. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay

Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5f. Administrator's Declaration. ~~Not later than [14] days before~~In advance of the date by which Plaintiff is required to file the filing of Plaintiff's Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6g. Final Report by Settlement Administrator. Within ~~ten (10)~~ days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. ~~At least [15] days before any deadline set by the Court,~~ the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the ~~Administrator's~~Administrator's declaration in Court.

~~8. CLASS SIZE ESTIMATES [and ESCALATOR CLAUSE]. Based on its records, XYZ estimates that, as of the date of this Settlement Agreement, (1) there are \_\_\_\_\_ Class Members and \_\_\_\_\_ Total Workweeks during the Class period and (2) there were \_\_\_\_\_ Aggrieved Employees who worked \_\_\_\_\_ Pay Periods during the PAGA Period.~~

### 13. 9. XYZ'S DEFENDANTS' RIGHT TO WITHDRAW.

a. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ~~\_\_\_\_\_~~ten percent (10%) of the total of all Class Members, ~~XYZ (i.e., 41 out of 409 Class Members),~~ Defendants may, but ~~is~~are not obligated, to elect to withdraw from the Settlement. In addition, in the event the Court does not approve the class settlement in the amount of \$930,000 or less for the gross settlement amount for the class and the Parties are then unable to agree to a settlement amount of the class claims, the Parties agree that Fox may withdraw from the Class Action Settlement and no other monies will be owed to Faraji and her counsel. The Parties agree that, if ~~XYZ withdraws~~Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, ~~XYZ~~Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. ~~XYZ~~ Defendants must notify Class Counsel and the Court of its election to withdraw not later than

~~seven~~ days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

#### 14. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.

- a. Based on its records, Defendants represent that the approximately 409 Class Members have worked approximately 63,358 Workweeks through August 25, 2025. If the actual number of Class Members eligible to participate in the Settlement is greater than 20% of Defendants' estimate and which requires a GSA in excess of \$930,000.00 (Nine Hundred Thirty Thousand Dollars and No Cents), Defendants at their sole discretion shall have the option of (a) paying a proportional increase in the Settlement Amount for each additional work week over 120%; or (b) modifying the end date of the Class Period and PAGA Period to the date when the actual number of workweeks exceeded 120%; or (c) withdrawing from the Class and PAGA settlement entirely, after giving ten (10-) business days written notice of its intent to withdraw from the settlement entirely to Plaintiff's counsel.

#### 15. MOTION FOR FINAL APPROVAL.

- a. Not later than ~~16~~ court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, ~~subdivision (1)(2)~~, a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than ~~seven~~ days prior to filing the Motion for Final Approval, for their review and comment. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

~~10.1b.~~ Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later ~~than~~ than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

~~10.2c.~~ Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Parties expressly agree that the Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

~~10.3d.~~ Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the

Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4e. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5f. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

## 16. ~~11.~~ **AMENDED JUDGMENT.**

a. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

## 17. ~~12.~~ **ADDITIONAL PROVISIONS.**

12.1a. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by XYZ Defendants that any of the allegations in the Operative Complaint have merit or that XYZ has Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that XYZ's Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary

Approval, Final Approval or enter Judgment, ~~XYZ reserves the right to contest certification of any class for any reasons, and XYZ reserves~~ Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to ~~move for class certification on any grounds available and to contest XYZ's~~ contest Defendants' defenses. The Settlement, this Agreement and Parties' Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

~~12.2b.~~ Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, XYZ Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, XYZ Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

~~12.3c.~~ No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

~~12.4d.~~ Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits ~~and Plaintiff's individual settlement agreement with Defendants (dated June 30, 2025)~~ shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all **oral** representations, warranties, covenants, or inducements made to or by any Party.

~~12.5e.~~ Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and XYZ Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

~~12.6f.~~ Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

~~12.7g.~~ No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

~~12.8h.~~ No Tax Advice. Neither Plaintiff, Class Counsel, ~~XYZ~~Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

~~12.9i.~~ Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

~~12.10j.~~ Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

~~12.11k.~~ Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the ~~State~~state of California, without regard to conflict of law principles.

~~12.12l.~~ Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

~~12.13m.~~ Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Neither Plaintiff nor Plaintiff's Counsel shall issue any response to press, press release or announcement of any kind related in any way to the Settlement. This Settlement Amount shall not be advertised or mentioned on any source, including Plaintiff's Counsel's personal or firm website(s).

~~12.14n.~~ Use and Return of Class Data. Information provided to Class Counsel pursuant to ~~Evidence~~Cal. Evid. Code ~~section §~~ 1152, and all copies and summaries of the Class Data provided to Class Counsel by ~~XYZ~~Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute ~~or California Rules of Court rule. Not later than 90 days after, or rule of court.~~ Following the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, and within 14 days of written request by Defendants, Plaintiff shall destroy, all paper and electronic versions of Class Data received from ~~XYZ unless, prior to the Court's discharge of the Administrator's obligation, XYZ makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.~~ Defendants.

~~12.15o.~~ Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

~~12.16p.~~ Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

~~12.17q.~~ Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

~~To~~ For Defendants:

\_\_\_\_\_  
\_\_\_\_\_Tim Lykowski  
\_\_\_\_\_Senior Vice President, Labor & Employment  
\_\_\_\_\_Sports Media Services, LLC Network Services, LLC  
\_\_\_\_\_2121 Avenue of the Stars  
\_\_\_\_\_Los Angeles, CA 90067  
\_\_\_\_\_Email: tim.lykowski@fox.com

\_\_\_\_\_  
\_\_\_\_\_With a copy to:

\_\_\_\_\_  
\_\_\_\_\_Tracey A. Kennedy  
\_\_\_\_\_Sheppard Mullin Richter Hampton LLP  
\_\_\_\_\_350 South Grand Avenue, 40th Floor  
\_\_\_\_\_Los Angeles, CA 90071-3460  
\_\_\_\_\_Email: tkennedy@sheppardmullin.com

\_\_\_\_\_  
For Plaintiff:

To XYZ:

\_\_\_\_\_  
Rana Ayazi  
\_\_\_\_\_  
Devin Abney  
\_\_\_\_\_  
Ayazi Abney  
\_\_\_\_\_  
1801 Century Park East, Suite 2400  
\_\_\_\_\_  
Los Angeles, CA 90067  
\_\_\_\_\_  
Email: rana@aacalifornia.com; devin@aacalifornia.com

~~12.18~~r. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

~~12.19~~s. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to ~~Code of Civil Procedure~~C.C.P. section 583.330 to extend the date to bring a case to trial under ~~Code of Civil Procedure~~C.C.P. section 583.310 for the entire period of this settlement process.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Noushin Faraji

Fox Corporation, Sports Media Services,  
LLC, Fox Sports Holdings, LLC, Fox  
Sports 1, LLC, Fox Sports 2, LLC, and  
Fox Sports Productions, LLC

\_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Tim Lykowski  
\_\_\_\_\_  
Senior Vice President, Labor & Employment

on behalf of Fox Corporation, Sports Media  
Services, LLC, Fox Sports Holdings, LLC, Fox  
Sports 1, LLC, Fox Sports 2, LLC, and Fox  
Sports Productions, LLC

**Approved as to Form:**

By:

Rana Ayazi

Devin Abney

Counsel for Plaintiff and Class Representative Noushin Faraji

By:

Tracey A. Kennedy

Counsel for Defendants Fox Corporation, Sports Media Services, LLC,

Fox Sports Holdings, LLC, Fox Sports 1, LLC,

Fox Sports 2, LLC, and Fox Sports Productions, LLC

## **EXHIBIT C**

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING  
DATE FOR FINAL COURT APPROVAL**

*Faraji v. Fox Corporation, et al., Case No. 25STCV00101*

***The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Fox Corporation, Sports Media Services, LLC (“SMS”), Fox Sports Holdings, LLC, Fox Sports 1, LLC, Fox Sports 2, LLC, and Fox Sports Productions, LLC (collectively “Fox”) for alleged wage-and-hour violations. The Action was filed by a former Fox employee Noushin Faraji (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly non-exempt freelance employees employed by SMS working in hair, makeup, wardrobe, studio operations and studio production in California (“Class Members”) who worked for SMS during the Class Period January 3, 2021 to present; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt freelance employees, employed by SMS working in hair, makeup, wardrobe, studio operations and studio production in California during the PAGA Period (January 9, 2024 to present) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Fox to fund Individual Class Payments, and (2) a PAGA Settlement requiring Fox to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Fox’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$\_\_\_\_\_ (less withholding) and your Individual PAGA Payment is estimated to be \$\_\_\_\_\_**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Fox’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Fox’s records showing that **you worked \_\_\_\_\_ workweeks** during the Class Period and **you worked \_\_\_\_\_ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Fox to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Fox.

If you worked for Fox during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Fox.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Fox, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**Fox will not retaliate against you for any actions you take with respect to the proposed Settlement.**

#### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

|                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Do Not Have to Do Anything to Participate in the Settlement</b>                                                 | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Fox that are covered by this Settlement (Released Claims).                                                                                                                                                                                                                                                                                                                                                                              |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Opt-out Deadline is _____</b> | <p>If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and not eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Fox must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p> |
| <b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b>                      | All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel                                                                                                                                                                                                                                                                 |

|                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Written Objections Must be Submitted by</b><br>_____                                                                               | or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.                                                                                                                                                                                                                                              |
| <b>You Can Participate in the _____ Final Approval Hearing</b>                                                                        | The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice                                                                                                        |
| <b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b><br><br><b>Written Challenges Must be Submitted by</b><br>_____ | The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Fox's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice. |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Fox employee. The Action accuses Fox of violating California labor laws by failing to pay minimum wages, failure to reimburse business expenses, failure to pay all wages upon separation, failure to furnish accurate itemized wage statements, and unfair, unlawful, or fraudulent business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Rana Ayazi and Devin Abney of Ayazi Abney, APC ("Class Counsel.")

Fox strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

## 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether Fox or Plaintiff is correct on the merits.

Plaintiff and Fox hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement (to settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Fox have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Fox does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Fox has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

### **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

- 3.1 Fox Will Pay \$560,000.00 as the Gross Settlement Amount (Gross Settlement). Fox has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Fox will fund the Gross Settlement within 30 days after the Judgment entered by the Court becomes final. The Judgment will be final after the Court enters Judgment, issues a Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other challenge is filed, the seventieth (70th) day following Notice of Entry of the Court's Order and/or Judgment; (ii) the date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment, and issuance of remittitur, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- 3.2 Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
- A. Up to One Hundred Eighty-Six Thousand Six Hundred Dollars and Sixty-Seven Cents \$186,666.67 (33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to Five Thousand Dollars and Zero Cents \$5,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to Twenty Thousand Dollars and Zero Cents \$20,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. Up to Ten Thousand Dollars and Zero Cents \$10,000 to the Administrator for services administering the Settlement.

D. Up to Twenty Thousand Dollars and Zero Cents \$20,000.00 for PAGA Penalties, allocated as follows: 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3.3 Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 3.4 Taxes Owed on Payments to Class Members. Plaintiff and Fox are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Fox will separately pay employer payroll taxes it owes on the Wage Portion). The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Although Plaintiff and Fox have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.
- 3.5 Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
- 3.6 Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than \_\_\_\_\_, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the \_\_\_\_\_ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address, telephone number, and email address (if any), and a simple statement electing to be excluded from the Settlement. Excluded Class Members

(i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Fox.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Fox based on the PAGA Period facts alleged in the Action.

- 3.7 The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Fox have agreed that, in either case, the Settlement will be void: Fox will not pay any money and Class Members and Aggrieved Employees will not release any claims against Fox.
- 3.8 Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- 3.9 Participating Class Members’ Release. After the Judgment is final and Fox has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Fox or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties of the “Released Class Claims.” The Released Class Claims include 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 who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action, as amended, for purposes of the FLSA and, as to those Class Members, the Released Class Claims include any and all claims the Class Members may have under the FLSA during the Class Period arising from the facts alleged in the Action, as amended, or that could have been alleged based on the facts alleged. Only those Participating Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims. Upon entry of Judgment, Participating Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). This release excludes the release of claims not permitted by 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.

3.10 Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Fox has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Fox, whether or

not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Fox or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows: all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties 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. ("Released PAGA Claims").

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

- 4.1 Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- 4.2 Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing Twenty-Thousand Dollars and Zero Cents \$20,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- 4.3 Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Fox's records, are stated in the first page of this Notice. You have until \_\_\_\_\_ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Fox's calculation of Workweeks and/or Pay Periods based on Fox's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Fox's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## **5. HOW WILL I GET PAID?**

- 5.1 Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- 5.2 Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member). Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

## **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

Submit a written and signed letter with your name, present address, telephone number and email address (if any) a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Faraji v. Fox Corporation, et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The **Administrator must be sent your request to be excluded by \_\_\_\_\_, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## **7. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Fox are asking the Court to approve. At least 16 court days before the \_\_\_\_\_ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of

this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website \_\_\_\_\_ or the Court's website [lacourt.org](http://lacourt.org).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is \_\_\_\_\_. Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action *Faraji v. Fox Corporation, et al.* and include your name, current address, telephone number and approximate dates of employment for Fox and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the Final Approval Hearing on \_\_\_\_\_ at \_\_\_\_\_ in Department 17 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website \_\_\_\_\_ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Fox and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to \_\_\_\_\_ website at \_\_\_\_\_. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access> and entering the Case Number for the Action, Case No. 25STCV00101. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION  
ABOUT THE SETTLEMENT.**

Class Counsel: Ayazi Abney APC  
Name of Attorney: Rana Ayazi and Devin Abney  
Email Address: [rana@aacalifornia.com](mailto:rana@aacalifornia.com); [devin@aacalifornia.com](mailto:devin@aacalifornia.com)  
Name of Firm: Ayazi Abney APC  
Mailing Address: 1801 Century Park E # 2400, Los Angeles, CA 90067  
Telephone: (310) 432-2854

Settlement Administrator: ILYM Group, Inc.  
ILYM Group Contact: Lisa Mullins  
Email Address: [Lisa@ilymgroup.com](mailto:Lisa@ilymgroup.com)  
Mailing Address: 2832 Walnut Ave., Ste. C, Tustin, CA 92780  
Telephone: 888.250.6810

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

**11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

## **EXHIBIT D**

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING  
DATE FOR FINAL COURT APPROVAL**

Faraji v. Fox Corporation, et al., Case No. 25STCV00101

***The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against ~~\_\_\_\_\_~~ (abbreviate name; “XYZ” is used herein as a placeholder) Fox Corporation, Sports Media Services, LLC (“SMS”), Fox Sports Holdings, LLC, Fox Sports 1, LLC, Fox Sports 2, LLC, and Fox Sports Productions, LLC (collectively “Fox”) for alleged wage ~~and~~ hour violations. The Action was filed by a ~~an~~ former ~~XYZ~~ Fox employee ~~\_\_\_\_\_~~ Noushin Faraji (“Plaintiff”) and seeks payment of (1) back wages ~~and~~ other relief for a class of ~~e.g., hourly~~ non-exempt freelance employees employed by SMS working in hair, makeup, wardrobe, studio operations and studio production in California (“Class Members”) who worked for ~~XYZ~~ SMS during the Class Period ~~\_\_\_\_\_~~ January 3, 2021 to ~~\_\_\_\_\_~~ present; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all ~~e.g., hourly~~ non-exempt freelance employees ~~who worked for XYZ,~~ employed by SMS working in hair, makeup, wardrobe, studio operations and studio production in California during the PAGA Period (~~\_\_\_\_\_~~ January 9, 2024 to ~~\_\_\_\_\_~~ present) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring ~~XYZ~~ Fox to fund Individual Class Payments, and (2) a PAGA Settlement requiring ~~XYZ~~ Fox to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on ~~XYZ's~~ Fox's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ \_\_\_\_\_ (less withholding) and your Individual PAGA Payment is estimated to be \$ \_\_\_\_\_.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to ~~XYZ's~~ Fox's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on ~~XYZ's~~ Fox's records showing that **you worked \_\_\_\_\_ workweeks** during the Class Period and **you worked \_\_\_\_\_ workweekspay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval ~~of the Settlement~~. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys (“Class Counsel”). The Court will also decide whether to enter

a judgment that requires [XYZFox](#) to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against [XYZFox](#).

If you worked for [XYZ Fox](#) during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You ~~don't~~do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against [XYZFox](#).
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against [XYZFox](#), and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**[XYZFox](#) will not retaliate against you for any actions you take with respect to the proposed Settlement.**

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

|                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You <del>Don't</del><u>Do Not</u> Have to Do Anything to Participate in the Settlement</b>                          | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against <a href="#">XYZFox</a> that are covered by this Settlement (Released Claims).                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Opt-out Deadline is _____</b> | <p>If you <del>don't</del><u>do not</u> want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and <del>no longer</del><u>not</u> eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. <a href="#">XYZFox</a> must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p> |
| <b>Participating Class Members Can Object</b>                                                                          | All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |



~~In the meantime~~, Plaintiff and XYZFox hired ~~an experienced, neutral mediator~~ ~~a retired judge~~ ~~in an effort to~~ resolve the Action by negotiating an ~~to end the case by~~ agreement (to settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and XYZFox have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, XYZFox does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) XYZFox has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

### 3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

3.1 XYZFox Will Pay \$560,000.00 as the Gross Settlement Amount (Gross Settlement). XYZFox has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, XYZFox will fund the Gross Settlement ~~not more than 14~~ within 30 days after the Judgment entered by the Court ~~become~~ becomes final. The Judgment will be final ~~on the date after~~ the Court enters Judgment, issues a Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other challenge is filed, the seventieth (70th) day following Notice of Entry of the Court’s Order and/or Judgment; (ii) the date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment, and issuance of remittitur, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

3.2 Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, ~~Plaintiff and/or~~ Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$186,666.67 (One Hundred Eighty-Six Thousand Six Hundred Dollars and Sixty-Seven Cents \$186,666.67 (33% of the Gross Settlement)) to

Class Counsel for attorneys' fees and up to \$Five Thousand Dollars and Zero Cents \$5,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- B. Up to \$Twenty Thousand Dollars and Zero Cents \$20,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$Ten Thousand Dollars and Zero Cents \$10,000 to the Administrator for services administering the Settlement.
- D. Up to \$Twenty Thousand Dollars and Zero Cents \$20,000.00 for PAGA Penalties, allocated ~~75~~as follows: 65% to the LWDA PAGA Payment and ~~25~~35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3.3 Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 3.4 Taxes Owed on Payments to Class Members. Plaintiff and XYZFox are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to ~~for example, interest, etc.~~ and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. ~~[Option 1: (XYZ(Fox will separately pay employer payroll taxes it owes on the Wage Portion.))]~~. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Although Plaintiff and XYZFox have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.
- 3.5 Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies ~~will~~ be deposited with the California Controller's Unclaimed Property Fund in your name. ~~It will irrevocably lost to you~~

~~because they will be paid to a non-profit organization or foundation (“Cy Pres”).~~ If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

- 3.6 Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than \_\_\_\_\_, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the \_\_\_\_\_ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address, telephone number, and email address (if any), and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against XYZFox.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against XYZFox based on the PAGA Period facts alleged in the Action.

- 3.7 The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. PlaintiffsPlaintiff and XYZFox have agreed that, in either case, the Settlement will be void: XYZFox will not pay any money and Class Members and Aggrieved Employees will not release any claims against XYZ Fox.

- 3.8 Administrator. The Court has appointed a neutral company, \_\_\_\_\_ ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

- 3.9 Participating Class Members’ Release. After the Judgment is final and XYZFox has fully funded the Gross Settlement ~~{Option 1: (and separately paid all employer payroll taxes)}~~, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against XYZFox or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties from ~~(i)of the “Released Class Claims.”~~ The Released Class Claims include all wage-and-hour claims that were asserted in the Action, as amended, and/or arising from the facts alleged, or reasonably in the Action or the PAGA Notice, or that could have been alleged, raised in the Action or the PAGA Notice based on the Class Period facts stated 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 [and ascertained in the course of the Action] [including, e.g., “(a); 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 who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action, as amended, for purposes of the FLSA and, as to those Class Members, the Released Class Claims include any and all claims involving the Class Members may have under the FLSA during the Class Period arising from the facts alleged in the Action, as amended, or that could have been alleged based on the facts alleged. Only those Participating Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any alleged failure to pay minimum wage; etc.]. Except as set

forth in Section 5.3 of the Settlement Agreement, of their claims under the FLSA arising under or relating to the alleged claims. Upon entry of Judgment, Participating Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). This release excludes the release of claims not permitted by 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.

3.10 3.10 Aggrieved Employees' PAGA Release. After the Court's judgment is final, and XYZFox has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against XYZ Fox, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against XYZFox or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows: All Participating and Non-Participating Class Members who are all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action][including, e.g., (a) any and all claims involving any alleged failure to pay minimum wage; etc.]. shall release the Released Parties 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. ("Released PAGA Claims").

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

- 4.1 Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- 4.2 Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$                    Twenty-Thousand Dollars and Zero Cents \$20,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- 4.3 Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in XYZ'sFox's records, are stated in the first page of this Notice. You have until                      to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept XYZ'sFox's calculation of Workweeks and/or Pay Periods based on XYZ'sFox's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and XYZ'sFox's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

#### **5. HOW WILL I GET PAID?**

- 5.1 Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- 5.2 Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member). Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

## 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number and [email address \(if any\)](#) a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as

\_\_\_\_\_ [Faraji v. Fox Corporation, et al.](#), and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The **Administrator must be sent your request to be excluded by \_\_\_\_\_, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and [XYZFox](#) are asking the Court to approve. At least \_\_\_\_\_16 court days before the \_\_\_\_\_ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website \_\_\_\_\_ or the Court's website \_\_\_\_\_ [lacourt.org](#).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is \_\_\_\_\_. Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action \_\_\_\_\_ [Faraji v. Fox Corporation, et al.](#) and include your name, current address, telephone number and approximate dates of employment for [XYZFox](#) and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on \_\_\_\_\_ at \_\_\_\_\_ in Department ~~7~~17 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website \_\_\_\_\_ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything ~~XYZ~~Fox and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to \_\_\_\_\_ website at \_\_\_\_\_. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (~~http~~ <https://www.lacourt.org/casesummary/ui/index.aspx>) ~~confirm~~[ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access](https://www.lacourt.org/casesummary/ui/index.aspx) and entering the Case Number for the Action, Case No. \_\_\_\_\_.25STCV00101. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

### **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

Class Counsel: [Ayazi Abney APC](#)  
Name of Attorney: [Rana Ayazi and Devin Abney](#)  
Email Address: [rana@aacalifornia.com](mailto:rana@aacalifornia.com); [devin@aacalifornia.com](mailto:devin@aacalifornia.com)  
Name of Firm: [Ayazi Abney APC](#)  
Mailing Address: [1801 Century Park E # 2400, Los Angeles, CA 90067](#)  
Telephone: [\(310\) 432-2854](#)

Settlement Administrator: [ILYM Group, Inc.](#)  
~~Name of Company:~~  
[ILYM Group Contact: Lisa Mullins](#)  
Email Address: [Lisa@ilymgroup.com](mailto:Lisa@ilymgroup.com)  
Mailing Address: [2832 Walnut Ave., Ste. C, Tustin, CA 92780](#)  
Telephone: [888.250.6810](#)  
~~Fax Number:~~

## 10. WHAT IF I LOSE MY SETTLEMENT CHECK?

-If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void

⊖ you should consult the Unclaimed Property Fund \_\_\_\_\_ for instructions on how to retrieve the funds

⊖ ~~you will have no way to recover the money.~~

## 11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

## **EXHIBIT E**

DECLARATION OF LISA MULLINS

1  
2  
3       1.       I am a resident of the United States of America and am over the age of 21. I am the  
4 President for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action  
5 services provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal  
6 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such  
7 facts.

8       2.       ILYM Group has extensive experience in disseminating class action notices and  
9 administering class action settlements, including direct mail services, telephone, and web-based support,  
10 database management, opt-out processing, and settlement fund distribution services for class actions  
11 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct  
12 copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class action  
13 administration. ILYM Group maintains the highest level of confidentiality. The class data and all forms  
14 of communication received by ILYM Group, Inc. will be held in strict confidentiality and will not be  
15 disclosed. ILYM Group, will set up a login for Defense Counsel to transmit the class data through our  
16 encrypted secure portal. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol.  
17 ILYM Group is insured with E&O and Cyber Insurance policies. ILYM Group is insured with E&O  
18 Insurance policies up to \$2,000,000 per incident and Cyber Insurance policies up to \$5,000,000 per  
19 incident.

20       3.       ILYM Group has never had any financial interests in nor affiliation with the parties or  
21 counsel in the *Faraji v. Fox* matter.

22       4.       If appointed by the Court to disseminate the class notice in this case, ILYM Group’s duties  
23 will include but not limited to: (a) conducting address traces to locate class member addresses as necessary;  
24 (b) mailing the class notice to the class members; (c) handling inquiries from class members concerning  
25 the class notice; and (d) performing other such duties as the parties and/or the Court may direct.

26       5.       Upon appointment, ILYM Group will provide a mailing address and toll-free telephone  
27 number to receive correspondence and inquiries from class members. After receiving the class data file  
28 from Defendant, which should contain the class members’ names, last known addresses, and social security

1 numbers, ILYM Group will upload the data into our database and check for duplicates and other possible  
2 discrepancies.

3 6. As part of the preparation for mailing the class notice, ILYM Group will process class  
4 members' names and addresses against the National Change of Address ("NCOA") database, maintained  
5 by the United States Postal Service ("USPS"), for the purpose of updating and confirming the mailing  
6 addresses of the class members before mailing of the class notice and opt-in form. To the extent an updated  
7 address is found in the NCOA database, ILYM Group will use the updated address for mailing the class  
8 notice. If ILYM Group does not locate an updated address in the NCOA database, it will use the original  
9 address provided by Defendant for mailing the class notice.

10 7. Should any class notices be returned to ILYM Group's office as undeliverable, ILYM  
11 Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts  
12 and will promptly re-mail the class notice.

13 8. Prior to sending out the notice, ILYM Group will fill in the specific date for the deadline  
14 so that all class members will be apprised of exactly when all applicable forms will be due, depending on  
15 the deadlines set by the Court, i.e., 60-day Notice period to opt-out, dispute or file an objection. At the  
16 expiration of the deadline, ILYM Group will inform all parties as to the number and name of those  
17 individuals who filed a timely opt-out, dispute or objection.

18 9. ILYM Group's Disbursement Process will include but not limited to; (a) applying for the  
19 case EIN; (b) establishing Qualified Settlement Fund ("QSF") Escrow Account), with administering tasks  
20 including but not limited to overview and reconciliation of account; (c) calculating the individual  
21 settlement amounts; (d) preparing, administering and distributing settlement award checks to the  
22 Participating Class Members, including necessary tax forms (W2 and/or 1099); (e) calculating and  
23 withholding all applicable state and federal taxes; and (f) performing other such duties as the Parties and/or  
24 the Courts direct. The above services are included in ILYM Group's initial quote. Attached hereto, as  
25 **Exhibit C**, is a true and correct copy of ILYM Group's quote for this matter.

26 10. ILYM Group's fees are charged: hourly, fixed & per person. No additional charges will be  
27 incurred unless the class size increases, or additional services are requested. ILYM Group's fees associated  
28 with the administration of this settlement are: **\$7,250.00**.

1 I declare, under penalty of perjury under the laws of the United States of America and the State  
2 of California that the foregoing is true and correct. Executed this 8<sup>th</sup> day of December 2025, at Tustin,  
3 California.

4  
5   
6 Lisa Mullins

# **EXHIBIT “A”**

# ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

## Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification, and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

### AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- ERISA
- TCPA
- Antitrust
- Securities

#### Ramirez v JC Penney.

- ERISA Case with a class size of 26,000.

#### Kruger, et al. v. Novant Health

- ERISA Case with a class size of \$32 million.

#### Abbott, et al. v. Lockheed Martin Corp.

- ERISA Case with \$62 million.

#### Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

#### Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

#### Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

#### Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

# ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

## PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

## MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

# ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

## MEDIA & INTERNET BANNER ADS

### Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.
- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

## PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ's) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels' no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

# ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

## DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

## DISTRIBUTION AND SETTLEMENT FUNDING

- **Distribution and Management:** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- **Check Printing and Mailing:** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- **Preparation, Filing and Reporting of Taxes:** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

## CASE CONCLUSION

- **Data Manager Final Report:** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- **Project Manager Final Report:** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- **Affidavits:** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- **Document Retention:** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

# **EXHIBIT “B”**

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

## Technical Controls

|                                                              |     |
|--------------------------------------------------------------|-----|
| Firewalls and intrusion detection/prevention systems         | Yes |
| Endpoint Detection and Response (EDR) Systems                | Yes |
| Complex Password Requirements                                | Yes |
| MultiFactor Authentication for Access to Systems and Data    | Yes |
| Malware Protection and AntiVirus                             | Yes |
| Vulnerability Scanning/Pen Testing                           | Yes |
| Data Encryption                                              | Yes |
| Key Management for access to encrypted Data                  | Yes |
| Access only provided on need-to-know basis                   | Yes |
| Security Operations Center (SOC)                             | Yes |
| Managed Detection and Response (MDR)                         | Yes |
| Security Information and Event Management (SIEM)             | Yes |
| Software Defined Global Network (SGN) with next gen firewall | Yes |

## Administrative Policies

|                                                                                                                          |           |
|--------------------------------------------------------------------------------------------------------------------------|-----------|
| Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes | Yes       |
| Personnel and support staff required to enter into non-disclosure and confidentiality agreements                         | Yes       |
| Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights             |           |
| Information security and privacy policy training, including policy review, best practices, and data security             | Yes       |
| No remote access to systems for Employees                                                                                | No        |
| Exit interviews/confirmation that terminated/departed employees are immediately cut off from access                      | Yes       |
| Robust audits of data privacy policies by third-party vendors                                                            | Yes       |
| Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)                          | Compliant |
| Disclosure of external certifications and any notice of expiration                                                       | Yes       |

## Crisis and Risk Management

|                                                                                                                                                                        |                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Incident response/disaster plan for immediate response to security incidents such as data breach.                                                                      | Yes                                                                                           |
| Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto | Yes                                                                                           |
| Vendor management program that determines and defines requirements to manage risk associated with outsourcing                                                          | Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2 |

## Physical Access Controls

|                                                                                                                                                                   |                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Physical Access Security<br>Security Guards<br>Access Cards to facilities with assignment of identification card subject to approval and review<br>Logs of Access | Logs and “codes”<br>No cards – just codes<br>No security guards<br>Logs are kept |
| Alarm Systems                                                                                                                                                     | Yes                                                                              |
| CCTV recording Systems                                                                                                                                            | Yes                                                                              |

## Data Collection and Retention

|                                                                                                                                                                                                                                                                                                                 |     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Minimization of collection of personally identifiable information, e.g., social security numbers and banking information                                                                                                                                                                                        | Yes |
| Data collection only required to extent necessary for settlement administration                                                                                                                                                                                                                                 | Yes |
| Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction)<br>Compliance with applicable laws and regulations (see below) Secure data transfer | Yes |

## Data Destruction

|                                                                                                                                                                    |     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions | Yes |
| Secure data destruction (e.g., 6 months – 1 year or when no longer required)                                                                                       | Yes |
| Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed                                                                | Yes |
| Destruction of all derivative copies and/or back-ups                                                                                                               | Yes |

## Applicable Laws, Standards, and Other Regulation

|                                                                                                                                                                                  |     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001 | Yes |
| Local, national, international privacy regulations (including CCPA)                                                                                                              | Yes |

## Ethical Rules

|                                                                                                                                                                                       |     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior | Yes |
| Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment                                                                         | Yes |

## Customer Service Measures

|                                                                                                                                                                                            |     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim) | Yes |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|

|                                                                                                                                                                                                                                        |     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator) | Yes |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|

# **EXHIBIT “C”**

# ILYM | GROUP, Inc.

C L A S S   A C T I O N   A D M I N I S T R A T I O N

**Case Name: Faraji v. Fox**

**Tuesday, July 22, 2025**

**Requesting Attorney:**

Michaela Goldstein

SheppardMullin

MGoldstein@sheppardmullin.com

213.617.4286

**ILYM Group Contact:**

Lisa Mullins

ILYM Group, Inc.

Lisa@ilymgroup.com

714.878.8836

**Estimate For Administrative Solutions: Class & PAGA**

| KEY ASSUMPTIONS                 |     |
|---------------------------------|-----|
| Total Number of Class Members   | 409 |
| Estimated Percentage of Remails | 15% |
| Certified Spanish Translation   | No  |
| ILYM Group Static Website       | No  |
| Case Duration (Years)           | 1   |

**Summary of ILYM Group, Inc.'s Fees & Expenses**

|                                                      |            |
|------------------------------------------------------|------------|
| Case Startup:                                        | \$650.00   |
| Project Management:                                  | \$1,200.00 |
| Notification & Mailing:                              | \$1,218.35 |
| Distribution (Includes EIN, Bank Acct * /QSF Setup): | \$3,166.65 |
| Case Conclusion:                                     | \$1,015.00 |

**Estimated ILYM Fees & Expenses:      \$7,250.00**

# ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

**Case Name: Faraji v. Fox**

Tuesday, July 22, 2025

Requesting Attorney's Name: Michaela Goldstein

| Activity | Rate Type | Unit Cost | Volume | Amount |
|----------|-----------|-----------|--------|--------|
|----------|-----------|-----------|--------|--------|

| CASE STARTUP                                   |        |          |   |          |
|------------------------------------------------|--------|----------|---|----------|
| Initial Setup - Import and Formatting of Data* | Hourly | \$150.00 | 2 | \$300.00 |
| Programming of Class Database                  | Hourly | \$175.00 | 2 | \$350.00 |

*\*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

**Subtotal \$650.00**

| PROJECT MANAGEMENT                                           |           |          |   |          |
|--------------------------------------------------------------|-----------|----------|---|----------|
| Project Manager (Case notification and maintenance)          | Hourly    | \$120.00 | 4 | \$480.00 |
| Staff Hours for Processing Returned Mail                     | Hourly    | \$70.00  | 2 | \$140.00 |
| Staff Hours for Processing Opt-Outs, Disputes & Objection(s) | Hourly    | \$70.00  | 2 | \$140.00 |
| Report Processing                                            | Hourly    | \$70.00  | 2 | \$140.00 |
| NCOA                                                         | Flat Rate | \$125.00 | 1 | \$125.00 |
| Toll Free Customer Service Representative                    | Flat Fee  | \$175.00 | 1 | \$175.00 |
| Weekly Reports                                               | Flat Rate | \$750.00 | 1 | Waived   |

**Subtotal \$1,200.00**

| NOTIFICATION & MAILING                       |           |          |     |          |
|----------------------------------------------|-----------|----------|-----|----------|
| Fulfillment of Notice, English only          | Per Piece | \$1.50   | 409 | \$613.50 |
| USPS First Class Postage                     | Per Piece | \$0.70   | 409 | \$286.30 |
| Re-Mails (Forward/Skip trace Undeliverables) | Per Piece | \$2.00   | 61  | \$122.70 |
| Storage, Photocopies, Deliveries             | Flat Fee  | \$195.85 | 1   | \$195.85 |

**Subtotal \$1,218.35**

# ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

**Case Name: Faraji v. Fox**

Tuesday, July 22, 2025

Requesting Attorney's Name: Michaela Goldstein

| Activity                                                   | Rate Type | Unit Cost  | Volume | Amount     |
|------------------------------------------------------------|-----------|------------|--------|------------|
| <b>DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)</b> |           |            |        |            |
| Distribution Setup & Management                            | Hourly    | \$150.00   | 2      | \$300.00   |
| Account Reconciliation & Distribution Reporting            | Hourly    | \$125.00   | 2      | \$250.00   |
| Check, Stub & Release - Print & Mail (W2/1099)             | Per Check | \$1.00     | 409    | \$409.00   |
| USPS First Class Postage                                   | Per Piece | \$0.70     | 409    | \$286.30   |
| Re-Mails (Forward/Skip trace Undeliverables up to 10%)     | Per Piece | \$1.50     | 41     | \$61.35    |
| Preparation of Taxes                                       | Hourly    | \$120.00   | 3      | \$360.00   |
| Annual Filing of Tax Return                                | Per Year  | \$1,500.00 | 1      | \$1,500.00 |

*\*Additional Bank fees may apply*

**Subtotal \$3,166.65**

|                                 |          |          |   |          |
|---------------------------------|----------|----------|---|----------|
| <b>CASE CONCLUSION</b>          |          |          |   |          |
| Data Manager Final Reporting    | Hourly   | \$100.00 | 1 | \$100.00 |
| Project Manager Final Reporting | Hourly   | \$120.00 | 2 | \$240.00 |
| Process Unclaimed Funds         | Flat Fee | \$550.00 | 1 | \$550.00 |
| Declaration                     | Hourly   | \$125.00 | 1 | \$125.00 |

**Subtotal \$1,015.00**

**Estimated ILYM Fees & Expenses: \$7,250.00**

# ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

**Services:** Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

**Mailing and Data Conversion:** ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

**Charges for Services:** Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

**Indemnification:** Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

**Payment of Charges:** ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

**Confidentiality:** ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

**Data Rights:** ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

**Document Retention:** Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

**Limitation of damages:** ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

**Termination:** The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

**Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the permissible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

**Force Majeure:** To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

**Waiver of Rights:** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

**Jurisdiction:** The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

**Entire Agreement:** These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

## **EXHIBIT F**

1 Rana Ayazi (SBN 329097)  
rana@aacalifornia.com  
2 Devin Abney (SBN 348607)  
devin@aacalifornia.com  
3 AYAZI ABNEY APC  
1801 Century Park East, Suite 2400  
4 Los Angeles, CA 90067  
Telephone: (310) 432-2854  
5

6 *Attorneys for Plaintiff Noushin Faraji, individually,  
and on behalf of others similarly situated.*  
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF LOS ANGELES**  
10

11 NOUSHIN FARAJI, individually, and  
on behalf of others similarly situated,  
12

13 Plaintiff,  
14

15 vs.  
16

17 FOX CORPORATION, a Delaware  
corporation, SPORTS MEDIA SERVICES,  
18 LLC, a Delaware limited liability company,  
FOX SPORTS HOLDINGS, LLC, a Delaware  
limited liability company, FOX SPORTS 1,  
19 LLC, a Delaware limited liability company,  
FOX SPORTS 2, LLC, a Delaware limited  
liability company, FOX SPORTS  
20 PRODUCTIONS, LLC, a Delaware limited  
liability company, CHARLIE DIXON, an  
individual, SKIP BAYLESS, an individual,  
21 JOY TAYLOR, an individual, and DOES 1 –  
22 25, inclusive,  
23

24 Defendants.  
25  
26  
27  
28

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

**DECLARATION OF PLAINTIFF IN  
SUPPORT OF MOTION FOR PRELIMINARY  
APPROVAL**

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

1 I, Noushin Faraji, declare as follows:

2 1. I am Plaintiff Noushin Faraji against the remaining Defendants Fox Corporation, Sports  
3 Media Services, LLC, Fox Sports Holdings, LLC, Fox Sports 1, LLC, Fox Sports 2, LLC, and Fox Sports  
4 Productions, LLC (collectively “Defendants” or “Fox”) in the above-referenced action. I make this  
5 declaration based upon my own personal knowledge, except where otherwise indicated (thereupon  
6 testifying from information and belief), and if called upon as a witness, I could and would competently  
7 testify thereto. I make this declaration in support of PLAINTIFF’S NOTICE AND MOTION FOR  
8 PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT.

9 2. On October 17, 2024, my attorneys served a records demand and began pre-litigation  
10 correspondence. We were unable to resolve the matter pre-litigation. On June 3, 2025, my attorneys filed  
11 a complaint in Los Angeles Superior Court on behalf of myself and putative class members (“my  
12 coworkers”). On February 24, 2025 and on July 7, 2025, my attorneys filed amended complaints on  
13 behalf of myself and my coworkers.

14 3. On March 10, 2025, we mediated my individual claims which consisted of the following  
15 causes of action: (7) sexual battery, (8) hostile work environment (sex/gender), (9) hostile work  
16 environment (race/national origin), (10) hostile work environment (disability), (11) failure to prevent  
17 harassment, (12) negligent supervision, hiring, and retention, (13) retaliation, and (14) wrongful  
18 termination. We were able to resolve these claims.

19 4. On July 22, 2025, we mediated my class action claims which consisted of the following  
20 causes of action: (1) failure to pay minimum wages, (2) failure to reimburse business expenses, (3) failure  
21 to pay all wages upon separation, (4) failure to furnish accurate itemized wage statements, (5) unfair,  
22 unlawful, or fraudulent business practices, and (6) PAGA. We then entered into a Memorandum of  
23 Understanding and later a Settlement Agreement (which I signed on December 5, 2025).

24 5. The Settlement Agreement defines the class as “any all non-exempt freelance employees,  
25 employed by Sports Media Services, LLC working in hair, makeup, wardrobe, studio operations and  
26 studio production in California” during the relevant time periods.

27 6. I believe the Settlement Agreement provides for a fair and proper group, as I worked as a  
28 hairstylist at Fox from 2012 until my termination on August 2, 2024, and my work, claims, and defenses

1 are representative of those of the defined class.

2 7. The Settlement Agreement states that Defendants shall pay \$560,000 (“Gross Settlement  
3 Amount”) to resolve the remaining claims. The Gross Settlement Amount is inclusive of payments to the  
4 409 putative class members (who do not exclude themselves), 324 aggrieved employees (\$13,000), the  
5 LWDA payment (\$7,000), approved claims administrative costs (up to \$10,000), an approved class  
6 representative enhancement (\$20,000), and approved attorneys’ fees and costs (\$186,666.67 and \$5,000).

7 8. I understand that if all requested amounts are approved, and no one opts out, the Net  
8 Settlement Amount to be distributed to the putative class members is estimated to be \$338,333.33. The  
9 distribution to putative class members is on a pro rata basis based on number of compensable workweeks,  
10 with an average payment of \$827.22 ( $\$338,333.33 / 409 \text{ putative class members} = \$827.22$ ).

11 9. I believe the Settlement Agreement provides a fair recovery because: (1) each of my  
12 coworkers will receive close to \$1,000; (2) many of my coworkers are uncomfortable filing a lawsuit  
13 and, absent this settlement, would receive nothing; (3) after I filed this lawsuit, Defendants issued  
14 backdated checks to my coworkers to address the wage-and-hour violations alleged in my complaint; (4)  
15 I understand that proceeding to trial involves risks, including factual and legal disputes and asserted  
16 defenses, and I believe the amount provided through this settlement is preferable to the uncertainty of  
17 continued litigation; and (5) any coworker who has experienced other issues may still pursue separate  
18 legal action; this settlement covers only wage-and-hour claims, as stated in the Settlement Agreement  
19 and Notice:

20 *Participating Class Members do not release any other claims, including*  
21 *claims for vested benefits, wrongful termination, violation of the Fair*  
22 *Employment and Housing Act, unemployment insurance, disability, social*  
23 *security, workers’ compensation, or claims based on facts occurring*  
24 *outside the Class Period.*

25 10. Throughout this litigation, my attorneys and I also personally communicated with my  
26 coworkers to gather detailed information. This process required significant time and emotional energy  
27 on my part, but I believe it was well worth the effort, as it directly contributed to my attorneys’ ability to  
28 advocate for a fair settlement.

11. I am aware of the allegations made in this action. I have been involved in the litigation of this matter since this action was filed. I am not aware of any actual or potential conflicts of interest with the Claims Administrator ILYM Group, Inc. as the class administrator of this potential class settlement.

12. I am also not aware of any other pending class action matter or action asserting claims that will be extinguished by the Settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on this 23rd day of January, 2026, at Los Angeles, California.

Noushin Faraji (Jan 23, 2026 08:32:51 PST)

## **EXHIBIT G**

1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP  
A Limited Liability Partnership  
2 Including Professional Corporations  
TRACEY A. KENNEDY, Cal Bar No. 150782  
3 tkennedy@sheppardmullin.com  
ROBERT MUSSIG, Cal. Bar No. 240369  
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TYLER JOHNSON, Cal Bar No. 307386  
6 tjohnson@sheppardmullin.com  
MICHAELA R. GOLDSTEIN, Cal. Bar No. 316455  
7 mgoldstein@sheppardmullin.com  
350 South Grand Avenue, 40th Floor  
8 Los Angeles, California 90071-1422  
Telephone: 213.620.1780  
9 Facsimile: 213.620.1398

10 Attorneys for Defendants SPORTS  
MEDIA SERVICES, LLC  
11 (ERRONEOUSLY NAMED AND  
SERVED AS FOX CORPORATION),  
12 FOX SPORTS HOLDINGS, LLC,  
FOX SPORTS 1, LLC, FOX SPORTS  
13 2, LLC, and FOX SPORTS  
PRODUCTIONS, LLC

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF LOS ANGELES

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

18 Plaintiff,

19 v.

20 FOX CORPORATION, a Delaware  
corporation, FOX SPORTS  
21 HOLDINGS, LLC, a Delaware limited  
liability company, FOX SPORTS 1,  
22 LLC, a Delaware limited liability  
company, FOX SPORTS 2, LLC, a  
23 Delaware limited liability company,  
FOX SPORTS PRODUCTIONS, LLC,  
24 a Delaware limited liability company,  
CHARLIE DIXON, an individual,  
25 SKIP BAYLESS, an individual, JOY  
TAYLOR, an individual, and DOES 1-  
26 25, inclusive,

27 Defendants.  
28

Case No. 25STCV00101

**DECLARATION OF DEFENDANTS  
IN SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL**

Complaint Filed: January 3, 2025  
Trial Date: None Set

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1 I have read the foregoing declaration and I declare under penalty of perjury  
2 under the laws of the State of California that the foregoing is true and correct.

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4 Executed on December 8, 2025 in Los Angeles, California.

5  
6 *Tim Lykowski*

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8 Tim Lykowski  
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