



FILED

Superior Court of California
County of San Francisco

MAR 02 2026

CLERK OF THE COURT

BY: *Jim Kane*
Deputy Clerk

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

VALENTINA MONTAGNA, on behalf of
herself and behalf of all others similarly
situated,

Plaintiff,

v.

FOX CORPORATION, TUBI, INC., and
DOES 1 through 50, inclusive,

Defendants.

Case No. **CGC-25-622792**

**CORRECTED ORDER GRANTING
FINAL APPROVAL OF CLASS,
COLLECTIVE, AND PAGA
SETTLEMENT AND FOR ATTORNEY'S
FEES, COSTS, AND SERVICE AWARDS
NUNC PRO TUNC TO FEBRUARY 20,
2026**

Date: February 20, 2026

Time: 10:00 a.m.

Dept: 613

Montagna v. Fox Corp. and Tubi, Inc. et al – Case No. CGC-25-622792
**CORRECTED ORDER GRANTING FINAL APPROVAL AND
FOR ATTORNEY'S FEES, COSTS, AND SERVICE AWARDS**

Before the Court is an unopposed motion by plaintiff Valentina Montagna (plaintiff) for final approval of the settlement of the class, collective, and PAGA claims reached with defendants Fox Corporation and Tubi, Inc. (defendants) and their accompanying unopposed motion for an award of attorney's fees, reimbursement of litigation expenses, and service awards. The motion came on for hearing on February 20, 2026, at 10:00 a.m. in Department 613, the Honorable Jeffrey S. Ross presiding. V. Joshua Socks and Elizabeth Malay (Sempervirens Law) and Michael Alder (AlderLaw) appeared for plaintiff Valentina Montagna. Molly Lens (O'Melveny & Myers) appeared for defendants Fox Corporation and Tubi, Inc. No class members or aggrieved employees submitted advance written objections or otherwise appeared at the hearing. The Court GRANTS the motion for final approval and for attorney's fees, costs, and service awards, with an award of \$1,380,000 in attorney's fees, \$31,652.11 in litigation costs, \$22,250 in settlement administration costs, and a service award of \$10,000 for Valentina Montagna. A compliance hearing is reserved for **August 21, 2026, at 9:00 a.m.** with a compliance statement that includes an accounting of funds and disbursements due no later than **August 14, 2026.**

IT IS FURTHER ORDERED:

1. Except as otherwise specified here, the Court adopts and incorporates by reference the terms and definitions of the Settlement Agreement, attached as Exhibit 1 to the Court's October 10, 2025, Order Granting Motion for Preliminary Approval.

2. The "Class" is certified for settlement purposes as: "all women alleged to be jointly employed by Fox and Tubi in the United States as a Covered Employee at any time from August 29, 2020, to February 27, 2025, but not including Sarah Ekstrom." (Settlement Agreement, § I(B) and (K).)

3. The "Collective" is certified for settlement purposes as: "all women alleged to be jointly employed by Fox and Tubi in the United States as a Covered Employee at any time from August 29, 2021, to February 27, 2025, but not including Sarah Ekstrom." (Settlement Agreement, § I(M) and (N).)

1 4. "PAGA Group Members" is certified for settlement purposes as: "all women
2 alleged to be jointly employed by Fox and Tubi in the United States as a Covered
3 Employee from October 30, 2023, to February 27, 2025, regardless of whether they will
4 opt out of the Class or not opt in to the Collective, but not including Sarah Ekstrom."
5 (Settlement Agreement, § I(HH) and (KK).)

6 5. Consistent with the terms of the Settlement Agreement, "Covered Employee," as
7 used above, means "any regular, full-time employee at the Senior Vice President level or
8 below who has not previously executed a separation or settlement agreement with either
9 or both Defendants." (Settlement Agreement, § I(O).) At the hearing counsel advised the
10 Court that sixteen (16) individuals received the Class Notice but, as of today, February
11 20, 2026, do not meet the definition of a Covered Employee and counsel identified those
12 individuals on the record. The Settlement Administrator shall notify such individuals that
they are not eligible to participate in the settlement.

13 6. The Court finds that the Settlement Class meet the requirements for certification
14 under Code of Civil Procedure section 382 because: (1) the proposed Settlement Class is
15 numerous and ascertainable; (2) there are predominant common questions of law or fact;
16 (3) plaintiff's claims are typical of the claims of the members of the proposed Settlement
17 Class; and (4) a class action is superior to other methods to efficiently adjudicate this
controversy.

18 7. Lindsay Chan, Michaela Wilson, and Ashley Hall requested exclusion from the
19 Class.

20 8. As of the Effective Date (and after all settlement checks, fee checks, and cost and
21 enhancement payments have been made), each and every Released Claim of each and
22 every Settlement Class Member, Settlement Collective Member, and Settlement PAGA
23 Group Member, as of the date of the Settlement Agreement, is and shall be deemed to be
24 conclusively released (as more fully described in the Settlement Agreement) as against
25 the Released Parties.

1 9. All of the Participating Class Members, Participating Collective Action Plaintiffs,
2 and PAGA Group Members, as of the Effective Date of the Settlement Agreement, are
3 hereby forever barred and enjoined from prosecuting the Participating Class Members'
4 Released Claims, the Participating Collective Action Plaintiffs' Released Claims, and the
5 PAGA Group Members' Released Claims against the Released Parties (as more fully
6 described in the Settlement Agreement).

7 10. The Settlement Agreement is not an admission by Defendants nor is this Order a
8 finding of the validity of any claims in the action or of any wrongdoing by Defendants.
9 Furthermore, the Settlement Agreement is not a concession by Defendants; shall not be
10 used as an admission of any fault, omission or wrongdoing by Defendants; and shall not
11 be offered in evidence in any action or proceeding against the parties in any Court,
12 administrative agency or other tribunal for any purpose whatsoever, except that nothing
13 in this paragraph shall be deemed to preclude the parties from introducing this Order or
14 the Settlement Agreement to enforce the Settlement Agreement and/or any orders of this
15 Court, and/or in any other litigation as evidence of the settlement by defendants to
16 support a defense of res judicata, collateral estoppel, release, or other theory of claim or
17 issue preclusion or similar defense as to the claims released by virtue of the Settlement
18 Agreement.

19 11. The notice and plan of distribution approved by this Court met the requirements
20 of due process and constituted the best notice practicable under the circumstances. As set
21 forth in the declaration of Chantal Soto-Najera, CPT Group, Inc. ("CPT") distributed
22 notice in compliance with this Court's preliminary approval order and the Settlement
23 Agreement. The Court finds the administration process to date was adequate and
24 comported with due process.

25 12. The Court hereby approves payment of administration expenses to CPT in the
26 amount of \$22,250.00. CPT shall continue to serve as settlement administrator and shall,
27 *inter alia*, disburse payments in accordance with the terms of the Settlement Agreement
28 and this final approval order.

1 13. The Court has considered the *Dunk/Kullar* factors and the circumstances
2 surrounding the settlement and finally approves the settlement as a fair, adequate, and
3 reasonable settlement.

4 14. For settlement purposes only, Valentina Montagna is appointed as class
5 representative.

6 15. The Court finds that the evidence is sufficient to justify a service award of
7 \$10,000 to Valentina Montagna, considering the pertinent criteria (*Cellphone*
8 *Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-95), and average settlement
9 payment for class members. The Court approves a service award in the amount of
10 \$10,000 for Montagna.

11 16. For settlement purposes only, AlderLaw PC and Sempervirens Law LLP are
12 appointed as Class Counsel.

13 17. The Court awards attorney's fees to Class Counsel in the amount of \$1,380,000 or
14 30% of the settlement fund. An award of attorneys' fees will be allocated as follows: 60%
15 to AlderLaw PC; and 40% to Sempervirens Law LLP. In making this award, the Court
16 considered the following factors: (1) the results obtained by Class Counsel in this case;
17 (2) the risks and legal issues involved in this case; (3) the fee's contingency upon
18 success; (4) the range of awards made in similar cases and (5) the time spent and work
performed in litigating the case.

19 18. The Court authorizes reimbursement of Class Counsel's litigation expenses in the
20 amount of \$20,000 to Sempervirens Law LLP and \$11,652.11 to AlderLaw PC, for a
21 total of \$31,652.11.

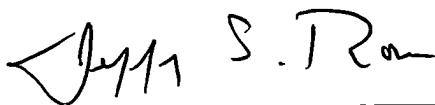
22 19. The Court reserves a compliance hearing for **August 21, 2026, at 9:00 a.m.** No
23 later than **August 14, 2026**, the parties shall submit a compliance statement setting forth
24 disbursements made, a summary accounting, the number and value of any uncashed
25 settlement checks, and any other matters the parties need to bring to the Court's attention.
26 The compliance statement must be accompanied by a declaration from a representative of
CPT.

1 20. To the extent Class Counsel have not already done so, Class Counsel shall serve
2 this order (including this corrected version) and the judgment upon the LWDA within 5
3 Court days of the date that this Corrected Order is served on the parties.

4 21. Pursuant to Code of Civil Procedure section 664.6, and Rule 3.769(h) of the
5 California Rules of Court—and without impacting the finality of this order—the Court
6 retains jurisdiction over plaintiff; all members of the Settlement Class, Collective, and
7 PAGA Group; and defendants for the purpose of supervising the implementation,
8 enforcement, construction, administration, and interpretation of the Settlement
9 Agreement and this order.

10 22. Notwithstanding the corrections made to Paragraphs 5 and 20 above, the order is
11 hereby issued nunc pro tunc to February 20, 2026 n.

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14 Dated: March 2, 2026

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18 JEFFREY S. ROSS
19 Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6 & CRC 2.251)

I, Sean Kane, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On March 2, 2026, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: March 2, 2026

Brandon E. Riley, Court Executive Officer

By: 
Sean Kane, Deputy Clerk