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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 to 100, inclusive,

Defendants.

CASE NO.: **CGC-25-622792**

**DECLARATION OF ELIZABETH R.
MALAY IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS,
COLLECTIVE, AND PAGA
SETTLEMENTS**

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

**DECLARATION OF ELIZABETH R. MALAY
IN SUPPORT OF MOTION FOR FINAL APPROVAL**

ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

01/13/2026

Clerk of the Court

BY: SANDRA SCHIRO

Deputy Clerk

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1. I am an attorney licensed, authorized, and admitted to practice law before this Court. I am the Class and Collective Counsel in this matter, along with my co-counsel, V. Joshua V. Socks of Sempervirens Law LLP, and C. Michael Alder and Elana R. Levine of AlderLaw PC. I make this declaration from personal knowledge, and if called to testify, I could and would testify competently thereto.

Procedural History

3. Class Counsel built the evidentiary and legal foundation for this case through extensive litigation in a substantially related class action against the same defendants involving the same operative facts and class claims, allowing it to act intelligently in pursuing the settlement of this matter. (See *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th at 1801.) Specifically, in May 2023, following eight months of pre-litigation investigation, a related class action was filed by Mr. Socks and Ms. Malay, now of Sempervirens Law LLP, now Class and Collective Counsel in this action, on behalf of another former Tubi employee,

1 Sarah Ekstrom. The investigation, legal research, and the development of class theories in this matter
2 became the backbone of Ms. Montagna's case when she stepped in as class plaintiff. This is because Ms.
3 Montagna, Ms. Ekstrom, and their female counterparts at Tubi faced nearly identical issues. The change in
4 representative plaintiff was necessary due to a standing/jurisdiction issue, but most of the work in that
5 matter benefitted the class and materially advanced the settlement achieved here.

6 4. In the related *Ekstrom* action, Plaintiff's counsel exchanged and reviewed thousands of
7 documents, propounded and produced pages of discovery requests, interviewed at least sixteen (16)
8 witnesses, conducted several depositions of Settlement Class Members and other fact witnesses, and
9 prosecuted a bench trial regarding where and how alleged discriminatory conduct was taking place at Fox
10 and Tubi. The bench trial was on the issue of Ms. Ekstrom's standing to bring claims under California law,
11 but necessarily involved discovery and testimony about Ms. Ekstrom's allegations that Defendants
12 engaged in discriminatory conduct and unequal pay practices towards the women of Tubi. The Settlement
13 is the result of extensive and hard-fought adversarial negotiations between the Parties. This investigation
14 and discovery allowed Class counsel to intelligently negotiate a fair, adequate, and reasonable settlement
15 based on the strengths and weaknesses of Plaintiff's case. (*See Dunk* at 1801 and *Wershba v. Apple Compu.*
16 (2001) 91 Cal. App. 4th 224, 245 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.*
17 (2018) 4 Cal.5th 260.))

18 5. Here, settlement discussions between Plaintiff's counsel and counsel for the Defendants
19 were carried out over many months with the assistance of a well-regarded mediator experienced in wage
20 and hour class actions, Antonio Piazza. Mr. Piazza's participation included a two-day in-person mediation.
21 A tentative settlement was reached in April 2025, after months of settlement discussions. The terms of the
22 Settlement Agreement were ultimately finalized after several weeks of additional negotiations.

23 6. Prior to mediation, the Parties were fully informed about the facts, merits, and risks
24 associated with Plaintiff's potential claims and Defendants' defenses, which Plaintiff acknowledges are
25 considerable. Extensive investigation, including three rounds of discovery, was conducted in connection
26 with the putative class action lawsuit filed by Sarah Ekstrom. In addition to the formal discovery
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1 conducted in that prior case, the Parties engaged in informal discovery as part of the mediation process.
2 During the mediation, Defendants provided Plaintiff and her counsel access to anonymized job title, job
3 level, and compensation data for potential Class Members, Collective Action Plaintiffs, and PAGA Group
4 Members during the relevant time periods. Accordingly, Plaintiff obtained substantial and adequate
5 information to arrive at a reliable estimate of the risk facing Plaintiff's claims and the potential exposure
6 Defendants face.

7 **Basis for Settlement and Fairness**

8 7. Despite the Parties' strongly divergent views, the Parties were able to negotiate a fair settlement,
9 considering the uncertainty and risk of further litigation, along with its unavoidable delays and difficulty.
10 Defendants deny any liability and deny engaging in discriminatory practices resulting in unfair pay
11 practices towards women. Class and Collective Counsel calculated a maximum lost wages exposure of
12 approximately \$22 million. The Settlement Agreement finally reached after all these efforts provides for a
13 Gross Settlement Amount of \$4,600,000 and resolves claims for all women jointly employed by
14 Defendants in the United States as a Covered Employee (defined in the Settlement Agreement to mean
15 any regular, full-time employee at the Senior Vice President level or below who has not previously
16 executed a separation or settlement agreement with either or both Defendants) at any time during the
17 Class Period (i.e., between August 29, 2020, to February 27, 2025), Collective Period (i.e., between August
18 29, 2021 to February 27, 2025), or the PAGA Period (i.e., between October 30, 2023 to February 27,
19 2025). (See Ex. C, October 9, 2025 Declaration of Elana Levine ["Levine Decl."], at ¶ 8.) If Defendants
20 prevailed, the class would face a zero recovery. But this Settlement provides immediate and substantial
21 relief to the Class and Collective, where Class Members receive on average roughly \$5,060.99 and
22 Collective Action Plaintiffs receive about \$5,320.97, meaning members of both receive roughly
23 \$10,381.96. (CPT Decl. at ¶¶ 18-19.)
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1 8. The percentage recovery here¹ is further consistent with courts' regular approval of
2 settlements where the recovery is less than the potential exposure. (See, e.g., *In re Mego Fin. Corp. Sec. Litig.*
3 (9th Cir. 2000) 213 F.3d 454, 459 (approving a settlement roughly 17% of potential recovery); *In re*
4 *Omnivision Techs., Inc.* (N.D. Cal. 2008) 559 F. Supp. 2d 1036, 1042 (approving a settlement roughly 6% of
5 potential recovery); *Reed v. 1-800 Contacts, Inc.* (S.D. Cal. Jan. 2, 2014) 2014 WL 29011, at *6 (approving a
6 settlement roughly 1.7% of potential recovery); *In re Toys R Us-Delaware, Inc.-Fair & Accurate Credit*
7 *Transactions Act Litig.* (C.D. Cal. 2014) 295 F.R.D. 438, 453-54 (approving a settlement roughly 3% of
8 potential recovery); *In re High-Tech Emp. Antitrust Litig.* (N.D. Cal. Sept. 2, 2015) 2015 WL 5159441, at *4
9 (approving a settlement roughly 14% of potential recovery).

10 9. Under these circumstances, it is apparent that the ultimate Settlement Agreement resulted
11 from a thorough, arms-length negotiation process, and that it represents a favorable resolution of the
12 class, collective, and representative claims.

13 **Notice to Class**

14 10. As detailed in the Declaration of Chantal Soto-Najera, the Court-approved Settlement
15 Administrator, CPT Group, Inc. ("CPT"), timely and properly fulfilled the class notice procedures set
16 forth in the Court's Order Granting Preliminary Approval.

17 11. On October 29, 2025, CPT received a data file from Defendants containing each Class
18 Member's name, last known address, and Social Security number and necessary information to calculate
19 their estimated settlement amounts. (Declaration of Chantal Soto-Najera ["CPT Decl."] at ¶ 5.) The
20 mailing list contained 309 Settlement Class Members. (*Ibid.*) On November 4, 2025, CPT conducted a
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23 ¹ The \$4.6 million Gross Settlement Amount is roughly 21% of the \$22,000,000 maximum exposure
24 and constitutes a fair, adequate, and reasonable compromise in light of the litigation risks. However,
25 when the equal pay and discrimination claim exposure is reduced to 25%, given the unique and
26 substantial litigation risks, this Settlement represents roughly 84% of Plaintiff's realistic maximum
27 exposure. A settlement need not obtain 100 percent of the damages sought in order to be fair and
28 reasonable." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App. 4th 224, 250.) "In the context of a
settlement agreement, the test is not the maximum amount plaintiffs might have obtained at trial on
the complaint, but rather whether the settlement is reasonable under all of the circumstances." (*Ibid.*)

1 National Change of Address (NCOA) search to ensure the addresses were as accurate as possible. (Id. at ¶
2 6.) As a result of the NCOA, CPT was able to locate 25 new or updated addresses. (Ibid.)

3 12. On November 13, 2025, the Notice Packets were mailed via U.S. First-Class mail to these
4 309 Settlement Class Members, with a December 28 deadline to submit disputes, requests for exclusion,
5 or objections. (CPT Decl. at ¶ 7.) Shortly thereafter, a notice was sent to an additional woman, whose HR
6 records were recently updated to accurately reflect her gender after transitioning. (CPT Decl. at ¶ 8.)

7 13. After receiving notice of the Supplemental Mailing (approved by the Court on December
8 5, 2025), CPT sent Supplemental Notice Packets to the 47 class members who already received the class
9 Notice and who Defendants had determined may consider themselves part of Tubi's sales organization.
10 The deadline for these 47 employees to opt out, object, or submit a dispute to their compensation was
11 extended to January 12, 2026. (CPT Decl. at ¶¶ 8-9.) After conducting additional skip-tracing when four
12 of the Notice Packets were returned, zero Notice Packets remained undeliverable. (Id. at ¶¶ 10-12.) As of
13 the date of its declaration, CPT had not received any disputes, and only three timely and valid requests for
14 exclusion. (Id. at ¶¶ 13-14.)

15 14. As of the date of its declaration, CPT reported that a total of 307 Settlement Class
16 Members will be issued an Individual Settlement Payment, which represents a 99% participation rate.
17 (CPT Decl. at ¶ 16.) Pursuant to the Settlement Agreement, the entire Net Settlement Amount was used
18 to calculate the settlement payment amount for each Participating Class Member. (Id. at ¶ 17.) The Net
19 Settlement Amount is calculated as set forth below:

20

21 Gross Settlement Amount	\$ 4,600,000.00
22 Less Attorneys' Fees (Requested)	\$ (1,380,000.00)
23 Less Attorneys' Expenses (Requested)	\$ (31,054.41)
24 Less Service Award to Plaintiff (Requested)	\$ (10,000.00)
25 Less PAGA Payment	\$ (50,000.00)
26 Less Settlement Administration Costs	\$ (21,500.00)

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1 and the personal benefit (or lack thereof) to the representative. (See *Clark v. American Residential Services*
2 LLC (2009) 175 Cal.App.4th 785, 804.)

3 19. Ms. Montagna has been an actively involved advocate for the class. Ms. Montagna
4 provided substantial insight and helped Class and Collective Counsel shape the narrative of this case
5 through numerous meetings, calls, and texts, including assisting in drafting and reviewing the Complaint.
6 She attended the mediation in person and answered questions and explained things to Counsel
7 throughout. Her efforts were pivotal in the negotiations to settle this matter.

8 20. Ms. Montagna undertook reputational and professional risk by serving as the named
9 plaintiff, participated in case development and settlement communications, and assisted counsel in
10 evaluating and resolving the claims on a class wide basis. Plaintiff respectfully submits these efforts
11 support the requested service award.

12 21. Plaintiff submits the amount sought is well within the range of reasonableness for such
13 awards in other wage and hour class actions. (*Nelson v. Avon Products, Inc.* (N.D. Cal., Feb. 24, 2017,
14 No. 13-CV-02276-BLF) 2017 WL 733145, at *7 (approving incentive award of \$10,000 where plaintiff
15 “appeared for an all-day deposition, searched for documentation relating to the class action, reviewed
16 documents and settlement papers, attended the mediation and subsequent negotiations, and aided Class
17 Counsel with negotiation efforts.”); *Torchia v. W.W. Grainger, Inc.* (E.D. Cal. 2014) 304 F.R.D. 256, 281
18 (approving \$7,500 incentive award).) Plaintiff’s proposed service payment is within the typical range
19 approved by California courts.

20 **Requested Attorneys’ Fees and Costs**

21 22. Settlement Class Members and Collective Action Plaintiffs have been represented by well-
22 qualified counsel who have years of experience in employment and class action litigation. Class Counsel
23 (my firm, along with co-counsel AlderLaw, PC) has undertaken this litigation on a contingent fee basis
24 with all of the concomitant risk factors inherent in such an undertaking. Plaintiffs’ Counsel has not been
25 compensated for any time or expense since the litigation began. By contrast, defense firms can bill their
26 clients on a monthly basis and regularly receive payment. To achieve the ultimate result in this case,
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1 Plaintiffs' counsel had to incur substantial risk and expense, and was precluded from taking other fee
2 generating employment, as this case occupied a substantial amount of time.

3 23. I co-founded Sempervirens Law LLP with V. Joshua Socks in February 2025. Since its
4 inception, Sempervirens has secured over \$30 million in settlements. Our practice focuses on plaintiff-side
5 employment litigation, including complex matters involving systemic pay practices and class, collective,
6 and representative relief.

7 24. Before forming Sempervirens, Mr. Socks and I were partners at Collier Socks LLP. At
8 Collier Socks, our team litigated high-stakes employment and civil rights matters and developed substantial
9 experience in complex discovery, deposition practice, mediation strategy, and trial preparation. We also
10 developed the factual and strategic foundation for this action through the related Ekstrom litigation
11 addressing substantially similar allegations against the same defendants.

12 25. While at Collier Socks, our firm's trial team secured a \$34.6 million jury verdict against
13 Keenan & Associates in Ruvalcaba, a record-setting disability discrimination verdict. Following that result,
14 our firm's partners were recognized as Trial Lawyers of the Year by the Marin Trial Lawyers Association.
15 That experience is directly relevant to the work required here, including evaluating risk, preparing complex
16 matters for trial posture, and leveraging that readiness to achieve meaningful, class wide results.

17 26. Over the course of our prior work together and through Sempervirens, our trial team has
18 secured more than \$300 million in verdicts and settlements. This track record reflects the level of skill,
19 experience, and responsibility required to prosecute and resolve complex employment matters on a
20 contingent basis.

21 27. My education and training support the reasonableness of the hourly rate requested for my
22 work in this matter. I am a second-career attorney with fifteen years of business experience in medical
23 sales and management. I am an honors program graduate at the University of Notre Dame in South Bend,
24 Indiana, and graduated summa cum laude from the University of St. Thomas School of Law in
25 Minneapolis, Minnesota, in 2013. I am licensed in Minnesota and California.

1 28. I am an active member of California Employment Lawyers Association (CELA), Marin
2 Country Trial Lawyer Association (MTLA), and Marin County Bar Association (MCBA). I have been
3 asked to present at the annual CELA conference, Trial Lawyers University (TLU), and a Los Angeles
4 County Bar Association (LACBA) training for trial lawyers. I have completed Trial Lawyers College (TLC)
5 training, CELA trial college, and NITA trial college.

6 29. In addition to my law practice, I am a member of the Board of Trustees of the Smuin
7 Contemporary Ballet in San Francisco, California. I also serve as employment counsel to Smuin on a pro
8 bono basis.

9 30. In prior matters, courts have approved my hourly rate as reasonable in connection with fee
10 awards, and my experience, skills, and responsibilities in litigation have increased meaningfully since those
11 approvals. The requested hourly rate used here reflects that accumulated experience, the contingent nature
12 of this work, and the prevailing market for attorneys handling complex plaintiff-side employment and
13 class litigation in Northern California.

14 **Counsel Background and Requested Rates**

15 31. The hourly rates reflected in the lodestar cross-check are reasonable for attorneys with the
16 experience, expertise, and track record required to prosecute complex class, collective, and PAGA
17 litigation against sophisticated defendants. These rates are also consistent with the market for contingent
18 plaintiff-side employment litigation where counsel assumes the risk of nonpayment, advances significant
19 time and resources, and commits to the intensive factual development required to obtain class wide relief.

20 32. For purposes of the lodestar, Mr. Socks' requested hourly rate is \$750. This rate is
21 reasonable in light of his experience litigating complex employment matters, his role as counsel
22 responsible for strategic direction and settlement architecture, and the results obtained.

23 33. My requested hourly rate of \$600 is reasonable and consistent with the rate I charge hourly
24 clients. I bring substantial trial and litigation experience, leadership in complex employment matters, and
25 recognized professional accomplishments that support my market rate.

1 **Lodestar Cross-Check**

2 34. The requested fee is evaluated primarily under the percentage-of-the-fund method.
3 Plaintiff provides a lodestar cross-check solely to confirm that the requested percentage is reasonable.

4 35. Class Counsel devoted approximately 1,592 total hours to this matter, comprised of 696
5 hours attributable to Montagna and 896 hours of Ekstrom common-benefit work allocated to this action
6 because it directly advanced Montagna's investigation, merits development, and settlement posture.

7 36. Applying the hourly rates set forth in this motion, counsel's lodestar totals approximately
8 \$1,303,950, yielding an implied multiplier of approximately 1.06 on the requested fee of \$1,380,000. This
9 multiplier is modest and supports the reasonableness of the fee request.

10 37. The hours and corresponding lodestar components are: (a) Socks, 144 hours on Montagna
11 and 335 hours of Ekstrom common-benefit work allocated to this action at \$750 per hour, for \$359,250;
12 (b) Malay, 114 hours on Montagna and 276 hours of Ekstrom common-benefit work allocated to this
13 action at \$600 per hour, for \$234,000; (c) Alder, 70 hours on Montagna and 5 hours of Ekstrom common-
14 benefit work allocated to this action at \$1,400 per hour, for \$105,000; (d) Levine, 320 hours on Montagna
15 and 28 hours of Ekstrom common-benefit work allocated to this action at \$900 per hour, for \$313,200;
16 and (e) Collier, 48 hours on Montagna and 252 hours of Ekstrom common-benefit work allocated to this
17 action at \$975 per hour, for \$292,500. Fees will be split 60% to AlderLaw and 40% to Sempervirens Law.

18 38. The Ekstrom hours included in the lodestar cross-check reflect only the subset of work
19 that produced common-benefit work product directly used to prosecute and resolve this action and
20 exclude work devoted solely to Ekstrom-specific issues.

21 39. The requested fees are reasonable in light of the settlement result achieved for the Class
22 and Collective, the contingent risk undertaken, the complexity of proving equal-pay and discrimination
23 claims on a class wide basis against sophisticated defendants, and the substantial work required to develop
24 and test the class wide merits and damages theories that made settlement feasible. The conservative
25 lodestar and modest multiplier confirm the reasonableness of the requested fee.
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1 **Reasonableness of requested costs**

2 40. The out-of-pocket costs in this case have been extensive. Class Counsel has received no
3 payment toward any of the costs incurred during the pendency of this case. These costs included filing
4 fees, mediation fees, travel reimbursement, computer legal research, photocopying, mailing expenses. As
5 of the date of this declaration, my firm has incurred costs totaling approximately \$20,000. These costs
6 were reasonable and necessary to the effective prosecution of this matter. AlderLaw, PC indicates that it
7 has advanced costs in the amount of \$11,054.41. (See Decl. of Michael Alder.) Thus, total costs advanced
8 on behalf of Plaintiff and the Class total \$ 31,054.41. In addition, CPT Group underbudgeted their costs
9 and has requested an additional \$4,250. Because their original budget was \$17,250, these additional costs
10 should come out of the litigation costs bucket. The Class/Collective was notified of costs up to \$150,000,
11 so we remain well under the estimated costs. Therefore, I request that the Court award reimbursement to
12 each aforementioned law firm, and \$4,250 to CPT making their total \$21,500 (as reflected in CPT's
13 Declaration).

14 41. Attached as Exhibit A is a true and correct copy of the First Amended Complaint, filed on
15 October 9, 2025.

16 42. Attached as Exhibit B is a true and correct copy of the Court's December 5, 2025, Order
17 Granting Joint Ex Parte Application.

18 43. Attached as Exhibit C is a true and correct copy of the October 9, 2025, Declaration of
19 Elana Levine, provided here without its previously attached exhibits.

20
21 Dated: January 13, 2026

22 Respectfully Submitted,

23 

24 Elizabeth R. Malay
25 Attorney for Plaintiffs

Exhibit A

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Attorneys for Plaintiff and the Proposed Class

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION**

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

**FIRST AMENDED
CLASS ACTION COMPLAINT FOR:**

1. VIOLATION OF CALIFORNIA EQUAL PAY ACT;
2. GENDER DISCRIMINATION;
3. FAILURE TO PREVENT GENDER DISCRIMINATION;
4. WAITING TIME PENALTIES;
5. UNFAIR BUSINESS PRACTICES (*BUSINESS AND PROFESSIONS CODE* § 17200); AND
6. PENALTIES PURSUANT TO LABOR CODE SECTION 2699
7. VIOLATION OF THE EQUAL PAY ACT, 29 U.S.C. § 206(d)
8. SEX AND GENDER DISCRIMINATION, 42 U.S.C. §§ 2000e

DEMAND FOR JURY TRIAL

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

10/09/2025
Clerk of the Court
BY: JUDITH NUNEZ
Deputy Clerk

Plaintiff Valentina Montagna, hereby submits her First Amended Class Action Complaint against Defendants Fox Corporation, Tubi, Inc., and Does 1 through 50, inclusive, ("Defendants") on behalf of herself and the class of all other similarly situated current and former employees and common law employees of Defendants as follows:

I. NATURE OF THIS ACTION

1. This case emanates from a longstanding culture of corporate misogyny. A culture that has profited and continues to profit at the expense of its hardworking female workers. At its helm as of the filing of this complaint is a female CEO¹, but Defendant Tubi was acquired by Defendant Fox Corporation, a company with a storied history of discriminating against its women and then attempting to silence them when they stand up for their rights.

2. Plaintiff Valentina Montagna brings this class action on behalf of herself and on behalf of a class defined as all U.S. based female employees² (other than those in the sales team) working at Defendant Tubi, Inc. protected by California law and employed jointly by Defendants Tubi, Inc. and Fox Corporation (collectively "Defendants"), during the time period beginning August 29, 2020³, through judgment in this action ("Class Period"). These employees share a community of interest and are similarly situated under California Code of Civil Procedure section 382.

3. Throughout the Class Period, Defendants have discriminated against its U.S. based female employees working at Defendant Tubi, Inc. by paying them less than their male counterparts performing substantially similar work under similar working conditions, when viewed as a composite of skill, effort, and responsibility, in violation of the California Equal Pay Act, Cal. Labor Code section 1197.5, as amended. Defendants' failure to pay U.S. based female

¹ Plaintiff is informed and believes that said CEO's total compensation package is less than the former male CEO of Tubi.

² The Class Definition is subject to modification.

³ The Parties entered into a tolling agreement covering this time period.

employees' equal wages for performing substantially similar work is not justified by any lawful reason.

4. Throughout the Class Period, Defendants have also discriminated against its U.S. based female employees through its hiring and promotions policies. As a result, male employees are disproportionately hired or promoted into Tubi's upper management ranks, leaving women underrepresented in upper management and leadership roles. The disparities are particularly pronounced when comparing the percentages of woman versus men in executive and "C-suite" positions.

5. At all relevant times, Defendants have known or should have known of the pay disparity between genders, yet Defendants have taken no action to equalize pay for substantially similar work. Defendant's failure to pay U.S. based female employees the same wage rates paid to male employees for substantially similar work has been and is willful.

6. As a result of Defendants' discriminatory and unlawful pay and promotion policies and/or practices, Plaintiff and Class Members have been denied fair wages for all work performed during the Class Period and are entitled to wages due, interest thereon, and liquidated damages, plus interest. In addition to damages, Plaintiff also seeks declaratory and injunctive relief enjoining Defendants from continuing to pay U.S. based female employees less than male employees for substantially similar work.

II. JURISDICTION AND VENUE

7. The Court has jurisdiction over the violations of the California Labor Code §§ 200, 201-203, 1197.5, 12 California Code of Regulations § 11040, and California Business and Professions Code § 17200, et seq., (Unfair Practices Act).

8. Venue is proper because at least one Defendant maintains its headquarters in San Francisco County, and a substantial part of the unlawful practices and acts alleged herein occurred and continue to occur in this County.

III. EXHAUSTION OF ADMINISTRATIVE REMEDIES

9. On February 18, 2025, Plaintiff timely filed a charge of discrimination with the California Civil Rights Department ("CRD") against the above-referenced Defendants. Plaintiff requested, and the CRD issued, an immediate Right-to-Sue Notice. On October 30, 2024,

1 Plaintiff submitted a letter the State's Labor Workforce Development Agency, outlining certain
2 penalties available pursuant to Labor Code section 2699 ("PAGA") Accordingly, Plaintiff has
3 timely exhausted her administrative remedies.

4 **IV. PARTIES**

5 10. Plaintiff Valentina Montagna was employed at Tubi's headquarters in San
6 Francisco, California. She ceased employment in or around July 2024.

7 11. Defendant Fox Corporation is an American mass media company operated and
8 controlled by media mogul Rupert Murdoch and headquartered at 1211 Avenue of the Americas,
9 New York, NY 10036.

10 12. Defendant Tubi, Inc. is an ad-supported streaming service that is wholly owned
11 and managed by Defendant Fox Corporation. Tubi's headquarters are located at 315 Montgomery
12 Street, 16th Floor, San Francisco, CA 94104.

13 13. In addition to the above-referenced Defendants, Plaintiff sues fictitious defendants
14 Does 1-50, inclusive, because their names, capacities, status, or facts showing them to be liable
15 are not presently known. Plaintiff is informed and believes, and thereon alleges, that each of the
16 fictitiously named Defendants is responsible in some manner for the occurrences herein alleged,
17 and such Defendants caused Plaintiffs' damages as herein alleged. Plaintiff will amend this
18 complaint to show their true names and capacities, together with appropriate charging language,
19 when such information has been ascertained.

20 14. Plaintiff and the Plaintiff Class were victims of the policies, practices and customs
21 of Defendants complained of in this action in ways that have deprived them of the rights
22 guaranteed to them by the California Government Code §12940 et. seq. and the California Labor
23 Code §§ 200, 201-203, 1197.5, 12 California Code of Regulations § 11040, and California
24 Business and Professions Code §17200, et seq., (Unfair Practices Act).

25 15. Plaintiff is informed and believe that as of 2024 alone, Defendants employed
26 approximately 300 female Plaintiff Class members.

27 16. At all times herein mentioned, each of said Defendants participated in the doing
28 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
Defendants, and each of them, were the agents, servants and employees of each of the other

1 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
2 acting within the course and scope of said agency and employment.

3 17. Plaintiff is informed and believes that at all times material hereto, each of the
4 Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working
5 in concert with each of the other Co-Defendants and was acting within the course and scope of
6 such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct,
7 and omissions were perpetrated by certain Defendants, each of the remaining Defendants
8 confirmed and ratified said acts, conduct, and omissions of the acting Defendants. At all times
9 herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions
10 of each and all of the other Defendants in proximately causing the damages as herein alleged.

11 18. At all times herein mentioned, Defendants, and each of them, were members of,
12 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
13 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

14 19. Defendants, and each of them, aided and abetted, encouraged, and rendered
15 substantial assistance to the other Defendants in breaching their obligations to Plaintiff, as alleged
16 herein. In taking action, as alleged herein, to aid and abet and substantially assist the commission
17 of these wrongful acts and other wrongdoing complained of, each of the Defendants acted with
18 an awareness of its/his/her primary wrongdoing and realized that its/his/her conduct would
19 substantially assist the accomplishment of the wrongful conduct, wrongful goals, and
20 wrongdoing. Defendants, and each of them, also knowingly and willfully conspired to do the acts
21 and things herein alleged pursuant to, and in furtherance of, the conspiracy.

22 20. There is a unity of interest between Defendants, and each acts as the alter ego of
23 the other. Additionally, at all times relevant herein, Defendants were joint employers of the
24 Plaintiff Class, including Montagna, based upon: (1) common ownership; (2) common
25 management; (3) functional integration of operations; and (4) centralized control of labor
26 relations. (*See, e.g., Mathews v. Happy Valley Conference Center, Inc.* (2019) 43 Cal.App.5th
27 236, 248 [integrated enterprise test].)

28 21. The members of the Plaintiff Class, including the representative Plaintiff
Montagna, have been employed during the Class Period. The practices and policies which are

complained of by way of this Complaint are enforced throughout the State of California and the United States, who are employed as remote California employees.

V. FACTUAL ALLEGATIONS

22. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

Plaintiff Montagna's Employment with Defendants

23. In or around August 2022, Simone Magurno, Tubi's VP of Design, contacted Plaintiff for an introductory call regarding potential opportunities with Tubi. During the call, Magurno mentioned appreciating Montagna's background, experience, and the "diversity" she would bring.

24. Plaintiff did not understand what Magurno meant by "diversity" as she is a white woman from a Western country, but throughout her experience at Tubi, she came to believe it was referring to the mere fact that she was a woman. Upon information and belief, Plaintiff was given the opportunity because she was intended to be a diversity hire. Plaintiff was never given the type of work and assignments that her male counterparts received, nor did she receive work commensurate with her level of experience and qualifications.

25. Plaintiff interviewed and ultimately accepted the job with Tubi in late 2022 as a Senior Product Designer. When Plaintiff interviewed, she met with some people on the Design and Product teams, including a woman who was a Senior Product Designer. However, Plaintiff later learned that the Design team was primarily men, a fact easily hidden by the remote interview process. Shortly after Plaintiff's hire, the woman who was a Senior Product Designer on the Design team was abruptly let go.

Plaintiff Montagna is Treated Differently than Her Male Counterparts

26. Immediately thereafter, Plaintiff was asked to participate in Tubi interview panels to increase female representation in the panels, but she was then excluded from subsequent debrief sessions in favor of her male counterparts. When it came to hiring decisions, Plaintiff's interview feedback was not considered in the decisions.

27. In or around early 2023, Plaintiff discussed her career goals with Simone Magurno and expressed interest in the Design Manager track. Magurno suggested books with a male-skewed perspective and suggested Plaintiff instead talk with a Principal Software Engineer to

1 nudge her in the direction of a Principal Designer track. Magurno never discussed the Design
2 Manager track with Plaintiff again, and at some point, proceeded to hire a man as another Design
3 Manager on Plaintiff's team.

4 28. During Plaintiff's tenure, she struggled to get meaningful projects assigned to her,
5 often receiving small, menial tasks that left her with a light workload and little chance for success.\

6 Plaintiff Montagna Continues to Face Discrimination at Tubi

7 29. On or around February 12, 2023, Plaintiff reached out to her manager at the time,
8 Theo Robinson, about the difficult relationship she was having with Product Managers, citing
9 micromanagement and suggesting a reframing of their work collaboration. Robinson promised
10 support in creating a better environment for Plaintiff and that he would look into the issue.

11 30. Shortly thereafter, Robison reframed the issue Plaintiff raised as a personal issue,
12 reporting anonymous accusations that Plaintiff was "difficult to work with." He then asked
13 Plaintiff to list actionable items to correct *Plaintiff's* behavior, effectively gaslighting her.

14 31. Plaintiff's mid-year review occurred shortly thereafter, and she again complained
15 about the lack of opportunities she had within Tubi. Throughout Plaintiff's tenure, Plaintiff
16 consistently made complaints about her workload and lack of opportunities.

17 32. The situation at Tubi did not improve for Plaintiff during her tenure. For example,
18 while Tubi is primarily a "remote" company, they occasionally required employees to show up
19 in person for on-site events. At one such event, Plaintiff's manager Robinson told her that the on-
20 site was for "design management only," and since Plaintiff was not management, she was not to
21 attend. However, as the date for the on-site drew closer, Magurno said he wanted to see all
22 employees who lived near Tubi's San Francisco headquarters, including Plaintiff.

23 33. Plaintiff was not made aware of the activities that were prepared for the on-site,
24 but once there, she discovered that another Design Manager, Ryan McCarthy, involved his whole
25 team of designers in each of the sessions, even non-managers. Designers on McCarthy's team
26 were able to participate in activities such as brainstorming for new initiatives in the next quarter,
27 while Plaintiff was not.

28 34. In or around November 2023, Plaintiff met with Magurno for her one-year review
and made reports regarding her lack of autonomy and strategic involvement in projects, the

1 inability to lead projects and have a strategic impact, being blocked from proactively seeking
2 work, and being excluded from meetings.

3 35. Unlike Plaintiff, a male colleague working remotely from Poland was actively
4 supported by Magurno, who advocated for his continued employment and assigned him crucial
5 projects, while Plaintiff remained sidelined.

6 36. In another instance, Plaintiff was excluded from the Tubi rebranding project, a
7 large-scale initiative involving the rest of the Product Design team. She was not invited to
8 meetings or involved in any related initiatives and was even told by a marketing team member
9 that Magurno wanted to keep the project private, resulting in the exclusion of Plaintiff
10 specifically.

11 Plaintiff Continues Reporting Unfair Treatment

12 37. In or around February 2024, Plaintiff completed another mid-year assessment,
13 wherein she expressed frustration about the lack of growth opportunities and transparency in
14 decision-making. She also described her struggles with the light workload, being assigned menial
15 tasks, and the lack of ownership and strategic impact in her projects.

16 38. In or around June 2024, Plaintiff's manager reported another alleged complaint
17 about Plaintiff's behavior. This prompted Plaintiff to constructively discharge herself and report
18 the ongoing bullying to Human Resources (HR). Plaintiff thus reported the bullying she continued
19 to face, the ongoing issue of having a light workload, and other discriminatory issues to HR. In
20 response, Plaintiff was assigned to report to a new manager, Simone Magurno, for the remainder
21 of her employment and was tasked with documenting the work she had done until the end of her
22 employment on or around July 1, 2024.

23 39. Around this time, another employee confirmed with Plaintiff that they overheard
24 open discussions about pushing Plaintiff out of her team. Plaintiff's last day of employment with
25 Tubi was on or around July 1, 2024.

26 **VI. CLASS ACTION ALLEGATIONS**

27 40. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

28 41. This class action is brought on behalf of all California and United States
employees.

1 42. Plaintiff is informed and believes that Defendants have engaged in a pattern and
2 practice paying females less than their male counterparts, and that her work experience as
3 described above was not unique to her.

4 43. For the brave women who dare challenge this hostile culture or demand equal pay,
5 the Fox/Tubi playbook is clear: high performing women are suddenly targeted with false and
6 defamatory performance complaints and ultimately the women are relegated to roles where they
7 are set up to feel like failures or simply resign when they find themselves ostracized and without
8 a future at the company. Women are given the option of becoming collaborators with their abusers
9 or questioning their own self-worth.

10 44. This is a discrimination and Equal Pay Act class action case pursuant to Code of
11 Civil Procedure section 382, on behalf of Plaintiff and all U.S. based women working at
12 Defendant Tubi, Inc. (excluding Tubi's Sales team) protected by California law and employed
13 jointly by Fox Corporation from August 29, 2020, until the date of judgment in this action
14 (hereafter referred to as "Plaintiff Class Period").

15 45. Unequal pay disparities are systemic at Tubi. Female C-Suite executives are paid
16 like male colleagues beneath them in the organization and were considered SVPs (in the Fox
17 hierarchy), while male C-Suite members were all ranked as EVPs and paid accordingly. Not even
18 Tubi's Head of Legal or Head of Human Resources (Chief People Officer) were EVPs. This
19 resulted in women in the C-Suite earning a fraction of what their male counterparts made. At
20 other levels of management, pay disparities were also pronounced with females making as little
21 as 61 percent of their male counterparts' compensation for the same levels of responsibility.

22 46. Plaintiff and members of the Plaintiff Class seek wages, penalties, other
23 compensation, and damages from Defendants for the relevant time period because Defendants
24 improperly failed to pay Plaintiff and members of the Plaintiff Class appropriate wages compared
25 to their male counterparts doing substantially similar work and failed to pay Plaintiff and members
26 of the Plaintiff Class wages upon termination.

27 47. Plaintiff is informed and believes that at all relevant times hereto, Defendants
28 controlled Plaintiff's and the class members' recompense, determining pay, whether class
members would in fact be paid timely, partially, or at all, whether commissions and/or bonuses

1 and/or PTO would be paid, what items are reimbursable, and/or what benefits would be covered
2 despite deducting from employees' pay for such benefits.

3 48. Plaintiff and other employees, at all relevant times worked under and subject to
4 the control of Defendants as set forth in Defendants' numerous general overarching policies,
5 practices, and procedures.

6 49. At all times, relevant hereto, California Labor Code § 201 required an employer
7 that discharges an employee to pay compensation due and owing to said employee immediately
8 upon discharge. California Labor Code § 202 requires an employer to pay an employee who quits
9 any compensation due and owing to said employee within seventy-two (72) hours of an
10 employee's resignation. California Labor Code § 203 provides that if an employer willfully fails
11 to pay compensation promptly upon discharge or resignation, as required under Sections 201 and
12 202, then the employer is liable for waiting time penalties in the form of continued compensation
13 for up to thirty (30) workdays.

14 50. Defendants willfully and knowingly failed to pay Plaintiff and the members of the
15 plaintiff class, upon termination of employment, all accrued compensation.

16 51. Plaintiff is informed and believes that Defendants are and were advised by skilled
17 lawyers, other professionals, employees with human resources background and advisors with
18 knowledge of the requirements of wage and hour laws.

19 52. Plaintiff is informed and believes that at all relevant times, Defendants had a
20 consistent policy or practice of failing to compensate the plaintiff class members, including
21 Plaintiff, for all wages due.

22 53. Plaintiff brings this action on behalf of herself and all others similarly situated as
23 a class action, pursuant to California Code of Civil Procedure section 382. The class which
24 Plaintiff seeks to represent is composed of, and defined as follows:

25 54. All U.S. based women working at Defendant Tubi, Inc. (excluding Tubi's Sales
26 team) protected by California law and employed jointly by Fox Corporation from August 29,
27 2020, until the date of judgment in this action (hereafter referred to as "the Plaintiff Class."

28 55. The Class Period is the period from August 29, 2020, through the date judgment
is rendered in this matter.

1 56. The class is so numerous that the individual joinder of all members is
2 impracticable. While the exact number and identification of class members are unknown to
3 Plaintiff at this time and can only be ascertained through appropriate discovery directed to
4 Defendants, Plaintiff is informed and believes that the class includes hundreds of members.

5 57. Common questions of law and fact exist as to all members of the class, which
6 predominate over any questions affecting only individual members of the class. These common
7 legal and factual questions, which do not vary from class member to class member, and which
8 may be determined without reference to the individual circumstances of any class member,
9 include, but are not limited to, the following:

- 10 a. Whether Defendants failed to pay compensation owed to the members of
11 the Class;
- 12 b. Whether Tubi has had systemic policy and/or practice of paying its U.S.
13 based female employees less than what is paid to its male employees
14 performing substantially similar work, when viewed as a composite of
15 skill, effort, and responsibility, and performed under similar conditions;
- 16 c. Whether Defendants' systemic policy and/or practice of paying its U.S.
17 based female employees less than that paid to their male counterparts
18 violates the California Equal Pay Act, as amended, Cal. Labor Code §
19 1197.5;
- 20 d. Whether Defendants' systemic policy and/or practice of paying its U.S.
21 based female employees less than that paid to their male counterparts
22 violates the Fair Employment and Housing Act (FEHA), Cal. Gov't. Code
23 § 12940(a), or Title VII of the Civil Rights Act of 1964;
- 24 e. Whether Defendants' systemic policy and/or practice of paying its U.S.
25 based female employees less than that paid to male counterparts was
26 willful;
- 27 f. Whether Defendants' have a systemic policy and/or practice of
28 disproportionately hiring U.S. based female employees for lower level and

lower grade positions as compared to male employees, leading to overall lower compensation;

g. Whether the members of the Plaintiff Class that are no longer employed by the Defendants are entitled to penalties pursuant to California Labor Code § 203;

h. Whether Defendants unlawfully and/or willfully failed to promptly pay compensation owing to Plaintiff and members of the class upon termination of their employment, in violation of California Labor Code §§ 201-203;

i. Whether Plaintiff and members of the Plaintiff Class sustained damages, and if so, the proper measure of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief;

j. Whether Defendants' conduct as alleged herein violates the Unfair Business Practices Act of California, Bus. & Prof. Code § 17200, *et seq.*

58. The claims of the named Plaintiff are typical of the claims of the members of the Plaintiff Class. Plaintiff and other class members sustained losses, injuries and damages arising from Defendants' common policies, practices, procedures, protocols, routines, and rules which were applied to other class members as well as Plaintiff. Plaintiff seeks recovery for the same type of losses, injuries, and damages as were suffered by other members of the proposed class.

59. Plaintiff is an adequate representative of the proposed class because she is a member of the class, and her interests do not conflict with the interests of the members she seeks to represent. Plaintiff has retained competent counsel, experienced in the prosecution of complex class actions, and together Plaintiff and counsel intends to prosecute this action vigorously for the benefit of the class. The interests of the Class Members will fairly and adequately be protected by Plaintiff and her attorneys.

60. A class action is superior to other available methods for the fair and efficient adjudication of this litigation since individual litigation of the claims of all Class Members is impracticable. It would be unduly burdensome to the courts if these matters were to proceed on

1 an individual basis because this would potentially result in hundreds of individual, repetitive
2 lawsuits. Further, individual litigation presents the potential for inconsistent or contradictory
3 judgments, and the prospect of a “race to the courthouse,” and an inequitable allocation of
4 recovery among those with equally meritorious claims. By contrast, the class action device
5 presents far fewer management difficulties, and provides the benefit of a single adjudication,
6 economics of scale, and comprehensive supervision by a single court.

7 61. The various claims asserted in this action are additionally or alternatively
8 certifiable under the provisions of the California Code of Civil Procedure § 382 because:

- 9 a. The prosecution of separate actions by hundreds of individual class
10 members would create a risk of varying adjudications with respect to
11 individual class members, thus establishing incompatible standards of
12 conduct for Defendants, and
13 b. The prosecution of separate actions by individual class members would
14 also create the risk of adjudications with respect to them that, as a practical
15 matter, would be dispositive of the interest of the other class members who
16 are not a party to such adjudications and would substantially impair or
17 impede the ability of such non-party class members to protect their
18 interests.

19 **FIRST CAUSE OF ACTION**

20 **VIOLATION OF THE CALIFORNIA EQUAL PAY ACT**

21 **(Cal. Labor Code §§ 1197.5, 1194.5)**

22 62. Plaintiff hereby alleges and incorporates by reference all allegations in each
23 preceding paragraph as if fully set forth herein.

24 63. Defendants willfully violated California Labor Code § 1197.5 by intentionally,
25 knowingly, and deliberately paying U.S. based female employees less than their male
26 counterparts for substantially similar work throughout the Plaintiff Class Period.

27 64. As a result of Defendants’ conduct, violation of California Labor Code § 1197.5,
28 and/or willful, knowing, and intentional discrimination, Plaintiff and Class Members have

suffered and will continue to suffer harm, including but not limited to lost earnings, lost benefits, and other financial loss, as well as non-economic damages.

65. Plaintiff and Class Members are therefore entitled to all legal and equitable remedies available, including an injunction under Labor Code § 1194.5, attorney's fees under Labor Code § 1197.5 and Code of Civil Procedure §1021.5, and lost wages, interest, and liquidated damages.

SECOND CAUSE OF ACTION

GENDER DISCRIMINATION IN VIOLATION OF FEHA

(California Government Code § 12940, *et seq.*)

66. Plaintiff hereby realleges and incorporates by reference all allegations in each preceding paragraph as if fully set forth herein.

67. In relevant part, California Government Code §12940(a) provides that it shall be unlawful for an employer to discriminate against an employee in the terms and conditions of their employment because of their gender.

68. Plaintiff and the Plaintiff Class Members are U.S. based female employees of Tubi subject to California law and thus members of a protected class.

69. Defendants are employers as defined by the FEHA. Plaintiff and the Plaintiff Class Members were and are employees of Defendant, under the terms of the FEHA.

70. As set forth above, Defendants discriminated against Plaintiff and the Class Members because of their gender in pay and promotions. Plaintiff complained to Defendants regarding the discrimination, but Defendants allowed the discrimination to continue.

71. As a direct, legal, and proximate result of the discrimination, Plaintiff and the Plaintiff Class Members have suffered damages, including lost wages and other economic damages, emotional distress, and punitive damages, in an amount to be proven at trial.

72. By reason of the conduct of Defendants, Plaintiff necessarily retained attorneys to prosecute the action on behalf of herself and the class. Pursuant to California Government Code section 12965(b), as a result of Defendants' discrimination, Plaintiff and the class are entitled to recover damages for economic harm, attorneys' fees, costs, and expert witness fees. Plaintiff and the class are also entitled to recover attorneys' fees pursuant to California Code of Civil Procedure section 1021.5.

73. Defendants' actions were ratified by managing agents, and were willful, malicious, fraudulent, and oppressive, and were committed with the wrongful intent to harm Plaintiff and the Class Members in conscious disregard of their rights. Plaintiff and the Class Members are therefore entitled to recover punitive damages from Defendants in an amount according to proof at trial.

74. Plaintiff timely exhausted administrative remedies and obtained a right to sue.

THIRD CAUSE OF ACTION

Failure to Prevent Gender-Based Discrimination
in Violation of FEHA

(California Government Code § 12940(k))

75. Plaintiff hereby realleges and incorporates by reference all allegations in each preceding paragraph as if fully set forth herein.

76. California Government Code section 12940(k) provides that it shall be an unlawful employment practice for an employer to fail to take all reasonable steps necessary to prevent discrimination, harassment, and retaliation from occurring in the workplace.

77. Plaintiff and the Plaintiff Class Members are female and are thus members of a protected class.

78. Defendants are employers as defined by FEHA.

79. Plaintiff and the Plaintiff Class Members were and/or are employees of Defendants under the terms of the FEHA.

80. Defendants failed to provide Plaintiff and the Class Members with protections required under California Government Code section 12940(k) by not taking immediate and sufficient action to correct the discriminatory conduct directed at its U.S. based female employees, even after being alerted repeatedly to the discrimination by Plaintiff.

81. As a direct, legal, and proximate result of the discrimination, Plaintiff and the Plaintiff Class Members have suffered damages, including lost wage and other economic damages, emotional distress, and punitive damages in an amount to be proven at trial.

82. By reason of the conduct of Defendants, Plaintiff has necessarily retained attorneys to prosecute the action on behalf of herself and the Class. Pursuant to California

Government Code section 12965(b), and because of Defendants' discrimination, Plaintiff and the Class are entitled to recover attorneys' fees.

83. Defendant's actions were ratified by managing agents, and were willful, malicious, fraudulent, and oppressive, and were committed with wrongful intent to harm Plaintiff and the Class Members in conscious disregard of their rights. Plaintiff and the Class Members are therefore entitled to recover punitive damages from Defendant in an amount according to proof at trial.

84. Plaintiff timely exhausted administrative remedies and obtained a right to sue.

FOURTH CAUSE OF ACTION

FAILURE TO PAY WAGES AT TIME OF TERMINATION

(California Labor Code §§ 201-203)

85. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

86. At all times, relevant herein, Defendants were required to pay its employees all wages owed in a timely fashion during and at the end of their employment, pursuant to California Labor Code §§ 201-203.

87. Numerous employees no longer work for Defendants. As a pattern and practice, Defendants failed to pay proper final wages pursuant to California Labor Code §§ 201-203, and accordingly owe waiting time penalties pursuant to California Labor Code § 203.

88. The conduct of Defendants and its agents and managerial employees as described herein was willful, and in violation of the rights of Plaintiff and the class members.

89. Plaintiff is informed and believe that Defendants' willful failure to pay wages due and owing them upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and class members who have separated from employment are entitled to compensation pursuant to California Labor Code § 203.

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FIFTH CAUSE OF ACTION

UNLAWFUL AND UNFAIR BUSINESS PRACTICES

(Cal. Business & Professions Code § 17200 et seq.)

90. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

91. Section 17200 of the California Business and Professions Code prohibits any unlawful, unfair or fraudulent business act or practice. Labor Code section 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and their employees from competitors who lower their costs by failing to comply with minimum labor standards. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff, and all persons similarly situated, and all interested persons of rights, benefits, and privileges guarantees to all employees under law.

92. Unless restrained by this Court, Defendants will continue to engage in the unlawful conduct as alleged above. This Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment, by Defendants, their agents or employees, of any unlawful or deceptive practice prohibited by the Business & Professions Code, including but not limited to, disgorgement of profits which may be necessary to restore Plaintiff to the money Defendants have unlawfully failed to pay.

93. Plaintiff brings this cause of action in a representative capacity on behalf of the general public and the persons affected by the unlawful and unfair conduct described herein. Plaintiff and members of the Plaintiff Class have suffered, and continue to suffer, injury in fact and monetary damages because of Defendants' actions.

94. The actions by Defendants as herein alleged amount to conduct which is unlawful and a violation of law. As such, said conduct amounts to unfair business practices in violation of California Business and Professions Code § 17200, *et seq.*

1 95. Plaintiff is informed and believes Defendants' conduct as herein alleged has
2 damaged Plaintiff and the members of the Plaintiff Class by denying them wages due and payable,
3 by withholding and diverting pay, and denying benefits due to them, committing fraud, and by
4 failing to pay all wages due in a timely manner at the time of termination. Defendants' actions
5 are thus substantially injurious to Plaintiff and the members of the Plaintiff Class, causing them
6 injury in fact and loss of money.

7 96. Because of such conduct, Defendants have unlawfully and unfairly obtained
8 monies due to the Plaintiff and the members of the Plaintiff Class.

9 97. All members of the Plaintiff Class can be identified by reference to payroll and
10 related records in the possession of the Defendants. The amount of wages due to Plaintiff and
11 members of the Plaintiff Class can be readily determined from records. The Class Members are
12 entitled to restitution of monies due and obtained by Defendants during the Class Period as a
13 result of Defendants' unlawful and unfair conduct.

14 98. During the Class Period, Defendants committed, and continues to commit, acts of
15 unfair competition as defined by § 17200, *et seq.*, of the Business and Professions Code, by and
16 among other things, engaging in the acts and practices described above.

17 99. Defendants' course of conduct, acts, and practices in violation of the California
18 law as mentioned in each paragraph above constitutes a separate and independent violation of §
19 17200, etc., of the Business and Professions Code.

20 100. The harm to Plaintiff and the members of the Plaintiff Class of being wrongfully
21 denied lawfully earned and unpaid wages outweighs the utility, if any, of Defendants' policies
22 and practices and, therefore, Defendants' actions described herein constitute an unfair business
23 practice or act within the meaning of Business and Professions Code § 17200.

24 101. Defendants' conduct described herein threatens an incipient violation of
25 California's wage and hour laws, which is a fundamental right of these employees, and/or violates
26 the policy or spirit of such laws, or otherwise significantly threatens or harms competition.

27 102. Defendants' course of conduct described herein further violates California
28 Business and Professions Code § 17200 in that it is fraudulent, improper, and unfair.

103. The unlawful, unfair, and fraudulent business practices and acts of Defendants as described herein-above have injured Plaintiff and members of the Plaintiff Class in that they were wrongfully denied the timely and full payment of wages due to them.

SIXTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE SECTION 2699

104. Plaintiff realleges and incorporates herein by reference each and every allegation contained in the preceding paragraphs of this complaint as though fully set forth herein.

105. Plaintiff, as an aggrieved employee, hereby seeks recovery of civil penalties as prescribed by the *Labor Code*'s Private Attorneys General Act (hereafter referred to as "PAGA") on behalf of herself and other aggrieved employees against whom one or more of the violations of the *Labor Code* were committed.

106. On October 30, 2024, Plaintiff sent a certified letter to the Labor Workforce and Development Agency ("LWDA") and Defendants, as prescribed by *Labor Code* § 2699.3 regarding Plaintiff's claims for penalties pursuant to *Labor Code* sections 203 *et seq.* Therefore, pursuant to *Labor Code* § 2699.3(a)(2)(A), Plaintiff is entitled to commence a civil action for the claims outlined in Plaintiff's letters.

107. More than sixty-five (65) days have passed since the postmark date of that notice and the LWDA has not indicated that it intends to investigate the alleged violations. Therefore, pursuant to *Labor Code* § 2699.3(a)(2)(A), Plaintiff is entitled to pursue the claims by way of civil action.

108. Plaintiff and aggrieved employees are entitled to penalties for the violations alleged herein to be proven at the time of trial, allocated 75% to the LWDA and 25% to the affected employees, subject to the following formula:

- a. \$100.00 for the initial violation per employee per pay period; and
- b. \$200.00 for each subsequent violation per employee per pay period for malicious, fraudulent, or oppressive conduct.

SEVENTH CAUSE OF ACTION
VIOLATION OF THE EQUAL PAY ACT
(29 U.S.C. § 206(d))

109. Plaintiff realleges and incorporates herein by reference each and every allegation contained in the preceding paragraphs of this complaint as though fully set forth herein.

110. At all relevant times, Defendants have been employers within the meaning of the Equal Pay Act, 29 U.S.C. § 203(d), and subject to the provisions of the Fair Labor Standards Act, including the Equal Pay Act, 29 U.S.C. § 206(d).

111. At all relevant times, Plaintiff and the Plaintiff Class Members were employees within the meaning of the Equal Pay Act, 29 U.S.C. § 203(e)(1).

112. The Equal Pay Act prohibits employers from discriminating "between employees on the basis of sex by paying wages to employees... at a rate less than the rate at which [the employer] pays wages to employees of the opposite sex... for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions."

113. Throughout their employment with Defendants, Plaintiff and the Plaintiff Class Members occupied positions requiring similar or equal skill, effort, and responsibility as performed by their male counterparts under similar working conditions. Upon information and belief, Defendants paid the male counterparts higher rates than Plaintiff and the Plaintiff Class Members for substantially equal work.

114. As alleged herein, Defendants engaged in a pattern and practice of paying Plaintiff and the Plaintiff Class Members less than their male counterparts for substantially equal work. This pattern extended across the company, including at the executive level.

115. The disparities in pay cannot be explained by seniority, merit, quantity or quality of production, or factors other than sex. Rather, the disparity was based on sex.

116. Defendants willfully violated the Equal Pay Act by intentionally paying Plaintiff and the Plaintiff Class Members less than similarly situated male counterparts. This willfulness is evidenced by, among other things:

- a. Defendants' failure to implement proper compensation reviews and salary banding;

- b. Explicit statements by Defendants' executives acknowledging the compensation issues; and
- c. Defendants' retaliatory response to individuals' attempts to address pay equity concerns.

117. As a direct and proximate result of Defendants' willful violations of the Equal Pay Act, Plaintiff and the Plaintiff Class Members have suffered lost wages, lost benefits, and other compensatory damages.

118. Pursuant to 29 U.S.C. § 216(b), Plaintiff and the Plaintiff Class Members are entitled to recover from Defendants unpaid wages, an additional equal amount as liquidated damages, reasonable attorneys' fees, and costs of this action.

EIGHTH CAUSE OF ACTION

SEX AND GENDER DISCRIMINATION IN VIOLATION OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

(42 U.S.C. §§ 2000e et seq.)

119. Plaintiff hereby realleges and incorporates by reference all allegations in each preceding paragraph as if fully set forth herein.

120. In relevant part, 42 U.S.C. § 2000e-2 provides that it shall be unlawful for an employer to discriminate against an employee in the compensation, terms, conditions, or privileges of employment because of their sex.

121. Plaintiff and the Plaintiff Class Members are U.S. based female employees of Tubi and thus members of a protected class.

122. Defendants are employers as defined by Title VII. Plaintiff and the Plaintiff Class Members were and are employees of Defendant, under the terms of Title VII.

123. As set forth above, Defendants intentionally discriminated against Plaintiff and the Class Members because of their sex and gender in pay and promotions. Plaintiff complained to Defendants regarding the discrimination, but Defendants allowed the discrimination to continue.

124. As a direct, legal, and proximate result of the discrimination, Plaintiff and the Plaintiff Class Members have suffered damages, including lost wages and other economic damages, in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and on behalf of the members of the Plaintiff Class, pray for judgment against Defendants as follows:

1. That the Court determine this action may be maintained as a class action;
2. All wages due pursuant to California Labor Code section 1197.5(h) in an amount to be ascertained at trial;
3. For liquidated damages pursuant to California Labor Code section 1197.5(h);
4. For prejudgment interest and unpaid wages at a rate of 10 % per annum pursuant to California Labor Code section 1197.5(h) and California Civil Code sections 3287-3288, and/or any other applicable provision for providing prejudgment interest;
5. For declaratory relief against Defendants finding Defendants' employment policies, practices, and/or procedures challenged herein are illegal and in violation of the rights of Plaintiff and members of the Class under California Government Code section 12940 *et seq.*;
6. For restitution of all monies due to Plaintiff and Class Members, as well as disgorgement of Defendants' profits from their unlawful and/or unfair business practices;
7. For back pay, front pay, injunctive relief, and emotional distress damages arising from the discrimination against the class of U.S. based female employees described above as authorized by California Government Code § 12965(b) and 42 U.S.C. § 2000e-5(g) and (k);
8. For an award of exemplary and punitive damages in an amount commensurate with Defendants' ability to pay and to deter future conduct;
9. For preliminary and permanent injunctive relief under, *inter alia*, California Labor Code section 1194.5, enjoining Defendants from violating California Labor Code section 1197.5 by paying its U.S. based female employees less than that paid to their male counterparts for substantially similar work and by disproportionately relegating U.S. based female employees to lower-paying and lower grade jobs while disproportionately excluding U.S. based female employees from leadership and

management positions, and from engaging in the unfair and unlawful business practices complained of herein;

10. For disgorgement of profits as well as restitutionary, declaratory, and equitable remedies authorized by the Business and Professions Code section 17203;
11. For unpaid wages, an additional equal amount as liquidated damages, reasonable attorneys' fees, and costs of this action, as authorized by 29 U.S.C. § 216(b);
12. For reasonable attorneys' fees and costs pursuant to California Labor Code section 1197.5(h), Code of Civil Procedure section 1021.5, California Government Code section 12965(b), Cal. Labor Code section 1102.5, and/or any other applicable provision providing for attorneys' fees and costs; and
13. For such further relief that the Court may deem just and proper.

VII. JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable as a matter of right.

Dated: October 8, 2025

ALDERLAW, PC

By:  

Michael Alder, Esq.
Elana R. Levine, Esq.

Attorneys for Plaintiffs

PROOF OF SERVICE

Valentina Montagna v. Fox Corporation, et al.
San Francisco Superior Court Case No. CGC-25-622792

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 12800 Riverside Drive, 2nd Floor, Valley Village, CA, 91607.

On October 9, 2025, I served the foregoing document(s) described as **PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT**, on all interested parties in this action as set forth on the attached service list in the following manner:

- ☐ **BY MAIL:** I am familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business.
- ☐ **BY FACSIMILE:** In addition to service by mail as set forth above, a copy of said document(s) was also delivered by facsimile transmission to the addressee(s) pursuant to Code of Civil Procedure §1013(e).
- ☐ **BY OVERNIGHT MAIL:** I caused said document(s) to be picked up via FEDERAL EXPRESS for delivery to the addressee(s) set forth on the attached service list on the next business day.
- ☐ **BY PERSONAL SERVICE:** I caused said document(s) to be delivered via personal delivery to the addressee(s) set forth on the attached service list.
- ☒ **BY ELECTRONIC SERVICE:** Pursuant to the agreement of the parties, I caused the document(s) listed above to be delivered via electronic mail to the parties in this action using the email addresses identified on the attached Service List. After transmitting the documents, and waiting a reasonable time thereafter, I did not receive an error message or any other electronic message or other indication that the transmission was unsuccessful. We will provide a physical copy, on request only.
- ☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- ☐ **FEDERAL:** I declare that I am employed in the office of the member of the bar of this court at whose direction the service was made.

Executed on October 9, 2025, at Los Angeles, California.



Michelle Tanzer

SERVICE LIST

Valentina Montagna v. Fox Corporation, et al.
San Francisco Superior Court Case No. CGC-25-622792

***Attorneys for Defendants Fox Corporation
&Tubi, Inc.***

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Exhibit B



FILED
San Francisco County Superior Court

DEC 05 2025

CLERK OF THE COURT

BY: *[Signature]* 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

**ORDER GRANTING JOINT *EX PARTE*
APPLICATION**

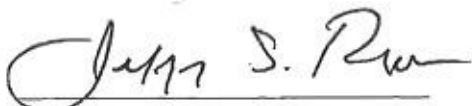
Dept: 613

Judge: Hon. Jeffrey S. Ross

Complaint Filed: February 27, 2025

1 Having reviewed the parties' Joint *Ex Parte* Application filed on December 3, 2025,
2 ("Joint Application"), and good cause appearing therefore, IT IS HEREBY ORDERED that the
3 Court **GRANTS** the parties' request. The parties may issue a supplemental mailing, in the form
4 attached to the Joint Application as Exhibit A, to the 47 employees who already received the class
5 Notice and who Defendants have determined may consider themselves part of Tubi's sales
6 organization. The settlement administrator shall mail the notice no later than **December 12, 2025**.
7 For these 47 employees who are receiving the supplemental mailing, their deadline to opt out,
8 object, or submit a dispute to their compensation shall be extended to **January 12, 2026**.
9 Defendants are also **ORDERED** to pay the Settlement Administrator's costs associated with
10 mailing the supplemental mailing. This supplemental mailing will not alter any other existing
11 Court-ordered deadlines relating to the Final Approval hearing or settlement administration. In
12 light of the January 13, 2026, deadline to file the motion for final approval, attorneys' fees, costs,
13 and service award, plaintiff should still file her motion on **January 13, 2026**. The settlement
14 administration must file a supplemental declaration no later than **January 30, 2026**, updating the
15 court on whether there are any additional opt outs, objections, or compensation disputes.

16
17 Dated: DEC - 5 2025


JEFFREY S. ROSS
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 December 5, 2025, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: December 5, 2025

Brandon E. Riley, Court Executive Officer

By: 
Sean Kane, Deputy Clerk

Exhibit C

Michael Alder, Esq. (SBN 170381)
cmalder@alderlaw.com

ELANA R. LEVINE (SBN 234155)
llevine@alderlaw.com

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SEMPERVIRENS LAW LLP
835 Fifth Ave.
San Rafael, CA 94901

Attorneys for Plaintiff and the Proposed Class

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

10/09/2025
Clerk of the Court
BY: JUDITH NUNEZ
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO-UNLIMITED JURISDICTION

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

Plaintiff,

v.

FOX CORPORATION, TUBI, INC., AND
DOES 1 to 100, inclusive,

Defendants

CASE NO.: **CGC-25-622792**

**DECLARATION OF ELANA R. LEVINE IN
RESPONSE TO ORDER AFTER
OCTOBER 7, 2025, PRELIMINARY
APPROVAL HEARING**

Dept.: 606

DECLARATION OF ELANA R. LEVINE

I, ELANA R. LEVINE, hereby declare and state as follows:

1. I am an attorney duly licensed to practice law in the State of California and am a Trial Attorney at AlderLaw, PC. I am counsel of record to Plaintiff and the Proposed Settlement Class (collectively referred to herein as "Plaintiff"). I have personal knowledge of all facts herein, unless otherwise noted. If called as a witness, I could and would competently testify thereto. This declaration is submitted in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

2. I have participated in all aspects of this litigation since Fall 2024. I attended the two-day mediation and have been involved in the settlement discussions leading to the present settlement as embodied in the further updated Settlement Agreement to address the court's concerns in the order dated October 7, 2025, a true and correct copy of which is attached hereto as Exhibit "1." This document was updated as follows:

- Executed by all parties and counsel;
- A revised notice that clearly delineates the difference between the Settlement Class and Collective and that parties can opt-in to the Collective by cashing their check.

3. The proposed settlement is discounted to account for: (1) the uncertainty of establishing all causes of action; (2) the uncertainty of prevailing at certification and/or trial; and (3) significant delay in payment to the Settlement Class and Collective Members. In light of these risks and uncertainties confronting the claims of the class, Plaintiff's counsel therefore stands by the proposed settlement of \$4,600,000.00 as fair and adequate and in the best interests of Settlement Class and Collective Members. Even if Plaintiffs had prevailed on the merits of their claims on behalf of the class at trial, it is doubtful that Plaintiffs could have collected in the near future due to Defendants' potential appeals after trial. Thus, Plaintiffs determined that settlement was in the best interest of the class. The Parties sharply dispute the value and merit of the core claims.

4. Given my experience as an employment class action litigator and based on my own independent investigation and evaluation and consultation with Plaintiff and Class Members, I believe the proposed settlement addresses all the allegations of violations of the Labor Code and

1 wage order by Defendant and provides adequate monetary relief to the Settlement Class. Declarant
2 has negotiated many class settlements that have been approved in numerous courts in California.
3 The terms of this settlement are very typical of class action settlements routinely approved in wage
4 and hour class actions.

5 5. The proposed allocation of the settlement funds at issue here is fair and reasonable
6 because it compensates Class Members and Collective Action Plaintiffs, pro-rata, based on their
7 total compensation during the Class Period for Participating Class Members and during the
8 Collective Period for Collective Action Plaintiffs. Those who worked over a longer time period
9 would presumably have incurred more alleged unpaid wages. This is consistent with the allocation
10 of settlement funds in similar pay equity class and collective actions, which have been approved
11 by other courts.

12 6. In reaching this settlement, Class and Collective Counsel carefully considered the
13 strength of the case versus the amount offered in settlement; the risk, expense, complexity, and
14 likely duration of further litigation and maintaining class certification through trial; the present
15 state of the law as it applies to discrimination-based class actions; and the burdens of proof
16 necessary to establish liability against Defendants. Although Plaintiff maintains that all her claims
17 are meritorious and believes she would have prevailed had she taken the issues to trial, Plaintiff
18 acknowledges that Defendants possess considerable defenses to liability and class and collective
19 certification. For the foregoing reasons, Plaintiff's counsel endorses this settlement as fair,
20 reasonable and adequate under the circumstances.

21 **Response to October 7, 2025, Order**

22 7. Counsel, including myself, is in receipt of the Court's order dated October 7, 2025.
23 Below is a response to the Court's request for information, specifically: (1) a declaration
24 supporting the reasonableness of the settlement with the calculations on which the estimated
25 \$22,000,000 total maximum value of claims is based; (2) a redlined and clean version of the
26 Notice; (3) a fully executed settlement agreement (Exhibit 1); and (4) evidence that the parties
27 submitted notice to the LWDA of the latest version of the settlement agreement (Exhibit 3).
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- Approximately 70 women impacted (for purposes of potential waiting time penalties);
- Four + years of damages for the class claims.

Thus, total maximum damages in this case, including penalties, based on my assessment and experience, would be approximately \$22,000,000. Of this amount, approximately \$1 million would be assessed as waiting time penalties and a negligible amount could be assessed as “egregious” penalties pursuant to the new PAGA statute, hence the \$50,000 allocation as Plaintiff did not allocate much if any value to this claim. Under the newly amended PAGA statute effective for cases filed or amended after June 2024, the allocation of penalties must be adjusted when no violations are found to have occurred after the PAGA notice period. In this case, the relevant time period spans from October 30, 2023, through February 27, 2025 (based on the Parties’ tolling agreement), covering approximately 39 biweekly pay periods.

- While initial PAGA calculations—based on one violation per employee per pay period at \$100 and approximately 260 employees employed during the PAGA Period spanning 39 pay periods—would result in total penalties of \$1,014,000, the new law provides for a substantial reduction when an employer ceases the alleged violations after receiving notice, even if no formal cure is submitted to the LWDA.
- Specifically, the statute caps penalties at 15% of the standard amount when the employer brings itself into compliance and no further violations occur post-notice.
- Applying this reduction, the maximum total recoverable penalties would then fall to \$152,100 if Plaintiff prevailed at trial after years of litigation.
- Of this amount, 65% (\$98,865) is allocated to the State of California, while 35% (\$53,235) is distributed to the aggrieved employees. This significant reduction reflects the intent of the PAGA reform to incentivize early compliance while still holding employers accountable for past conduct.

The proposed settlement of \$4,600,000 represents approximately 21% of the \$22,000,000 maximum exposure and constitutes a fair, adequate, and reasonable compromise in light of the litigation risks.

Defendants contend Plaintiff cannot establish a prima facie Equal Pay Act claim because alleged male comparators performed different and more advanced work and further argue that any disparities were explained by tenure, prior experience, managerial duties, or project scope. They also maintain that class certification is unlikely because the proposed class of 305 women spans numerous job titles of which many lack male comparators, and that any trial would devolve into numerous individualized mini-trials. Defendants additionally argue that PAGA penalties, if any, would be capped at 15% under Labor Code § 2699(g) or reduced further under § 2699(e)(2), and that a good faith dispute defeats waiting time penalty exposure.

In assessing reasonableness, I also considered comparative outcomes, including the recent Disney EPA class action settlement, where certified claims with trial imminent resolved for an average of \$3,090 per plaintiff; by contrast, the proposed settlement here provides materially greater per-capita relief at an earlier stage, reinforcing the fairness of the compromise. The approximate \$22 million claim in this equal pay case is primarily based on damages for a class of about 305 employees. The claim is built on an annual pay disparity of approximately \$16,000 between male and female employees performing substantially similar work—though Defendants argue that they were not in fact performing substantially similar work, which was obviously problematic for both certification and the merits stage. These overlapping limitations periods for California and out of state employees allowed for backpay of up to 4.5 years for California employees and 3.5 years for non-California employees, resulting in a maximum potential value of approximately \$16 million for in-state employees and approximately \$3 million for out of state employees for this claim. This analysis, directly below, is based on the review of data for 90 female employees for 2020 (partial year), 114 female employees for 2021, 205 female employees for 2022, 285 female employees for 2023, and 305 female employees for 2024 and 2025 (partial year). Below are charts representing the calculations, year by year, regarding the pay disparities for in-state and out of state female employees.

As detailed below, there is a pay disparity of an average of \$16,248 per year, with men making an average of \$169,857.00 per year and women making an average of \$153,609.00. The

calculations in the respective spreadsheets below demonstrate the damages for the California and FLSA Equal Pay causes of action:

- number of women employed multiplied by;
- percent (%) of the year in class period, multiplied by;
- wage gap;
- plus prejudgment interest on the California Equal Pay Act claim pursuant to 10% per annum based upon California Labor code section 218.6; or
- plus prejudgment interest on the FLSA claim at 5% per annum pursuant to FLSA, which is reflected in the charts.

Average pay for men	\$	169,857.00
Average pay for women	\$	153,609.00
Men - women	\$	16,248.00

Class damages - California Equal Pay Act								
# women employed in California	year	period	% year in Class period	wage gap for women	dollars owed (# women x % year x wage gap)	10% prejudgment interest period	Interest owed	Total plus interest
90	2020	8/29-12/31	0.34	\$ 16,248.00	\$ 497,188.80	4.50 yrs	\$223,734.96	\$720,923.76
107	2021	1/1-12/31	1	\$ 16,248.00	\$ 1,738,536.00	4.16 yrs	\$723,230.98	\$2,461,766.98
158	2022	1/1-12/31	1	\$ 16,248.00	\$ 2,567,184.00	3.16 yrs	\$811,230.14	\$3,378,414.14
233	2023	1/1-12/31	1	\$ 16,248.00	\$ 3,785,784.00	2.16 yrs	\$817,729.34	\$4,603,513.34
244	2024	1/1-12/31	1	\$ 16,248.00	\$ 3,964,512.00	1.16 yrs	\$459,883.39	\$4,424,395.39
244	2025	1/1-2/27	0.16	\$ 16,248.00	\$ 634,321.92	0.16 yrs	\$10,149.15	\$644,471.07
					\$ 13,187,526.72			\$16,233,484.68

Collective damages - FLSA								
# women employed out of state	year	period	% year in Collective period	wage gap for women	dollars owed (# women x % year x wage gap)	5% prejudgment interest period	Interest	Total plus interest
7	2021	8/29-12/31	0.34	\$ 16,248.00	\$ 38,670.24	3.50 yrs	\$6,769.94	\$ 45,440.18
47	2022	1/1-12/31	1	\$ 16,248.00	\$ 763,656.00	3.16 yrs	\$120,615.80	\$ 884,271.80
52	2023	1/1-12/31	1	\$ 16,248.00	\$ 844,896.00	2.16 yrs	\$91,202.47	\$ 936,098.47
61	2024	1/1-12/31	1	\$ 16,248.00	\$ 991,128.00	1.16 yrs	\$57,431.12	\$ 1,048,559.12
61	2025	1/1-2/27	0.16	\$ 16,248.00	\$ 158,580.48	0.16 yrs	\$1,238.23	\$ 159,818.71
					\$ 2,796,930.72			\$ 3,074,188.28

Total	\$	15,984,457.44	Total with Interest	\$19,307,672.96
--------------	-----------	----------------------	----------------------------	------------------------

1 Significant discounts were applied to several components of the claim. Although the initial
2 damages exposure totaled approximately \$19 million, that number was reduced by 25% to \$4.75
3 million, given the difficulty in certifying a class under the EPA and FEHA and the real risk that
4 Plaintiff may not prevail at trial even assuming a class could be certified. Applying this reduction,
5 the \$4.6 million Settlement represents roughly 97% of Plaintiffs' realistically recoverable alleged
6 lost wages (without statutory penalties). Applying the same reduction to the total maximum
7 exposure of approximately \$22 million results in a total realistic maximum exposure of \$5.5
8 million, meaning the \$4.6 million Settlement represents roughly 84% of realistically recoverable
9 total maximum exposure.

10 The waiting time penalties were calculated as follows:

- 11 • 70 former employees x daily rate of \$614.44 (based on the average salary set forth
12 above) x 30 days = \$1,290,315.60

13 Although the initial potential waiting time penalties totaled over \$1.2 million above, that
14 number was heavily reduced. This reduction was due to the difficulty in proving willfulness on a
15 class wide basis, a necessary element under California Labor Code § 203. In addition, while
16 plaintiff argued that women were treated similarly in terms of the pay disparity, defendants
17 countered that the putative class included over 150 different job titles, challenging the notion of a
18 commonly shared experience or substantially similar work. Furthermore, Defendants maintain that
19 their approach to compensation ensures all employees are competitively compensated consistent
20 with fair pay practices, including through their pre-determined compensation ranges, "pay-for-
21 performance" practice, and facially compliant policies, potentially undermining claims for
22 significant backpay for many class members. These factors, along with defendants' likely strong
23 opposition to class certification and the existence of a female CEO who is currently the company's
24 highest-paid employee, further justified the discounts made. As a result, the final claimed amount
25 reflects both the maximum value of potential liability and the real-world litigation risks that
26 significantly narrowed the recovery estimate.

27 ///

1 9. Attached hereto as Exhibit "2" is a true and correct copy of the Redlined Class
2 Notice.

3 10. Attached hereto as Exhibit "3" is evidence of submission of the latest version of the
4 settlement agreement to the LWDA.

5
6 I declare under penalty of perjury under the laws of the United States of America and the
7 State of California that the foregoing is true and correct.

8 Executed this 9th day of October 2025 in Los Angeles, California.

9
10 

11 _____
12 ELANA R. LEVINE