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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 V. JOSHUA SOCKS
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 V. JOSHUA SOCKS
IN SUPPORT OF MOTION FOR FINAL APPROVAL**

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ELECTRONICALLY
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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 representative plaintiff was necessary due to a standing/jurisdiction issue, but most of the work in that
2 matter benefitted the class and materially advanced the settlement achieved here.

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

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

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

Basis for Settlement and Fairness

7. Despite the Parties' strongly divergent views, the Parties were able to negotiate a fair settlement, considering the uncertainty and risk of further litigation, along with its unavoidable delays and difficulty. Class and Collective Counsel calculated a maximum lost wages exposure of approximately \$22 million. (See Malay Decl. at Ex. C, October 9, 2025 Declaration of Elana Levine ["Levine Decl."], at ¶ 8.) If Defendants prevailed, the class would face a zero recovery. But this Settlement provides immediate and substantial relief to the Class and Collective, where Class Members receive on average roughly \$5,060.99 and Collective Action Plaintiffs receive about \$5,320.97, meaning members of both receive roughly \$10,381.96. (CPT Decl. at ¶¶ 18-19.)

8. The percentage recovery here¹ is further consistent with courts' regular approval of settlements where the recovery is less than the potential exposure. (See, e.g., *In re Mego Fin. Corp. Sec. Litig.* (9th Cir. 2000) 213 F.3d 454, 459 (approving a settlement roughly 17% of potential recovery); *In re Omnivision Techs., Inc.* (N.D. Cal. 2008) 559 F. Supp. 2d 1036, 1042 (approving a settlement roughly 6% of potential recovery); *Reed v. 1-800 Contacts, Inc.* (S.D. Cal. Jan. 2, 2014) 2014 WL 29011, at *6 (approving a settlement roughly 1.7% of potential recovery); *In re Toys R Us-Delaware, Inc. Fair & Accurate Credit Transactions Act Litig.* (C.D. Cal. 2014) 295 F.R.D. 438, 453-54 (approving a settlement roughly 3% of potential recovery); *In re High-Tech Emp. Antitrust Litig.* (N.D. Cal. Sept. 2, 2015) 2015 WL 5159441, at *4 (approving a settlement roughly 14% of potential recovery).

¹ The \$4.6 million Gross Settlement Amount is roughly 21% of the \$22,000,000 maximum exposure and constitutes a fair, adequate, and reasonable compromise in light of the litigation risks. However, when the equal pay and discrimination claim exposure is reduced to 25%, given the unique and substantial litigation risks, this Settlement represents roughly 84% of Plaintiff's realistic maximum exposure. A settlement need not obtain 100 percent of the damages sought in order to be fair and reasonable." (*Wersbba 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 9. Under these circumstances, it is apparent that the ultimate Settlement Agreement resulted
2 from a thorough, arms-length negotiation process, and that it represents a favorable resolution of the
3 class, collective, and representative claims.

4 **Notice to Class**

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

8 11. On October 29, 2025, CPT received a data file from Defendants containing each Class
9 Member's name, last known address, and Social Security number and necessary information to calculate
10 their estimated settlement amounts. (Declaration of Chantal Soto-Najera ["CPT Decl."] at ¶ 5.) The
11 mailing list contained 309 Settlement Class Members. (*Ibid.*) On November 4, 2025, CPT conducted a
12 National Change of Address (NCOA) search to ensure the addresses were as accurate as possible. (*Id.* at ¶
13 6.) As a result of the NCOA, CPT was able to locate 25 new or updated addresses. (*Ibid.*)

14 12. On November 13, 2025, the Notice Packets were mailed via U.S. First-Class mail to these
15 309 Settlement Class Members, with a December 28 deadline to submit disputes, requests for exclusion,
16 or objections. (CPT Decl. at ¶ 7.) Shortly thereafter, a notice was sent to an additional woman, whose HR
17 records were recently updated to accurately reflect her gender after transitioning. (CPT Decl. at ¶ 8.)

18 13. After receiving notice of the Supplemental Mailing (approved by the Court on December
19 5, 2025), CPT sent Supplemental Notice Packets to the 47 class members who already received the class
20 Notice and who Defendants had determined may consider themselves part of Tubi's sales organization.
21 The deadline for these 47 employees to opt out, object, or submit a dispute to their compensation was
22 extended to January 12, 2026. (CPT Decl. at ¶¶ 8-9.) After conducting additional skip-tracing when four
23 of the Notice Packets were returned, zero Notice Packets remained undeliverable. (*Id.* at ¶¶ 10-12.) As of
24 the date of its declaration, CPT had not received any disputes, and only three timely and valid requests for
25 exclusion. (*Id.* at ¶¶ 13-14.)

1 14. As of the date of its declaration, CPT reported that a total of 307 Settlement Class
2 Members will be issued an Individual Settlement Payment, which represents a 99% participation rate.
3 (CPT Decl. at ¶ 16.) Pursuant to the Settlement Agreement, the entire Net Settlement Amount was used
4 to calculate the settlement payment amount for each Participating Class Member. (*Id.* at ¶ 17.) The Net
5 Settlement Amount is calculated as set forth below:
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Gross Settlement Amount	\$ 4,600,000.00
Less Attorneys' Fees (Requested)	\$ (1,380,000.00)
Less Attorneys' Expenses (Requested)	\$ (31,054.41)
Less Service Award to Plaintiff (Requested)	\$ (10,000.00)
Less PAGA Payment	\$ (50,000.00)
Less Settlement Administration Costs	\$ (21,500.00)
Net Settlement Amount	\$ 3,107,445.59

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14 15. The **Class Fund** is \$1,553,722.80. CPT estimates there are 307 Class Members. The
15 average Class Individual settlement payment is estimated to be \$5,060.99, the highest settlement payment
16 is estimated to be \$31,691.67 and the lowest estimated payment is \$2.10. (*Id.* at ¶¶ 17-18.)

17 16. The **Collective Fund** is \$1,553,722.80 (50% of the Net Settlement Amount). CPT reports
18 there are currently 292 Participating Collective Class Members. Assuming full participation, the average
19 estimated Collective payment is approximately \$5,320.97, subject to adjustment based on opt-ins and the
20 compensation-weighted formula in the Settlement Agreement. The highest settlement payment is
21 estimated to be \$31,600.82 and the lowest estimated payment is \$2.16. (*Id.* at ¶ 19.)

22 17. The **PAGA Fund** is \$17,500 and will be paid out to all PAGA Members who are identified
23 in Tubi's records as women who held a Qualifying Position between October 30, 2023, and February 27,
24 2025. There are currently 253 PAGA Class Members receiving a portion of the PAGA Fund. The average
25 PAGA Payment is estimated to be \$69.17. (*Id.* at ¶ 20.)

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1 **Requested Service Award**

2 18. Ms. Montagna should be awarded an enhancement payment of ten thousand dollars
3 (\$10,000.00) in addition to her share of the settlement. Enhancement payments are “intended to
4 compensate class representatives for work done on behalf of the class, to make up for financial or
5 reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as
6 a private attorney general.” (*Rodriguez v. W. Publ’g Corp.* (9th Cir. 2009) 563 F.3d 948, 958-59.) “Incentive
7 awards are fairly typical in class action cases.” (*Id.* at 958, citing William B. Rubenstein et al., *Newberg on*
8 *Class Actions* § 11:38 (4th ed. 2008); Theodore Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class*
9 *Action Plaintiffs: An Empirical Study*, 53 UCLA L. Rev. 1303 (2006).) Factors to consider include the
10 plaintiff’s actions to protect the class, the benefit conferred on the class, and the time and effort expended
11 by plaintiff, as well as the risks assumed, any notoriety or personal hardship, the duration of the litigation,
12 and the personal benefit (or lack thereof) to the representative. (See *Clark v. American Residential Services*
13 *LLC* (2009) 175 Cal.App.4th 785, 804.)

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

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

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

5 **Requested Attorneys’ Fees and Costs**

6 22. Class Counsel (my firm, along with co-counsel AlderLaw, PC) has undertaken this
7 litigation on a contingent fee basis with all of the concomitant risk factors inherent in such an
8 undertaking. Plaintiffs’ Counsel has not been compensated for any time or expense since the
9 litigation began. By contrast, defense firms can bill their clients on a monthly basis and regularly
10 receive payment. To achieve the ultimate result in this case, Plaintiffs’ counsel had to incur
11 substantial risk and expense, and was precluded from taking other fee generating employment, as
12 this case occupied a substantial amount of time.

13 23. I co-founded Sempervirens Law LLP with Elizabeth Malay in February 2025. Since
14 its inception, Sempervirens has secured over \$30 million in settlements. Our practice focuses on
15 plaintiff-side employment litigation, including complex matters involving systemic pay practices and
16 class, collective, and representative relief.

17 24. Before forming Sempervirens, Ms. Malay and I were partners at Collier Socks LLP.
18 At Collier Socks, our team litigated high-stakes employment and civil rights matters and developed
19 substantial experience in complex discovery, deposition practice, mediation strategy, and trial
20 preparation. We also developed the factual and strategic foundation for this action through the
21 related *Eikstrom* litigation addressing substantially similar allegations against the same defendants.

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

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

7 27. My education and training support the reasonableness of the hourly rate requested
8 for my work in this matter. I graduated cum laude from the University of St. Thomas School of Law
9 on a Dean's Scholarship, served as a senior editor on the University of St. Thomas Law Journal, and
10 received multiple Dean's Awards, including for Evidence and Appellate Advocacy. Before my
11 California licensure, I worked as a law clerk at Fabian May & Anderson, PLLP, a boutique
12 employment-law firm, and also held clerkship positions with the Hennepin County Attorney's
13 Office.

14 28. I am a member of California Employment Lawyers Association and have assisted
15 with its Trial College programming. I also assisted with Trial Lawyers University regarding training
16 others for trial. I have also contributed to professional publications relevant to plaintiff-side
17 litigation and trial practice. My experience litigating complex employment matters supports the
18 requested hourly rate used for the lodestar cross-check.

19 29. I remain active in professional organizations focused on plaintiff-side employment
20 litigation and trial practice, including California Employment Lawyers Association (CELA), and
21 various Bar organizations. I have contributed to continuing legal education and professional
22 publications in the employment and trial-practice space, including published articles addressing trial
23 persuasion.

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

3 **Counsel Background and Requested Rates**

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

10 32. For purposes of the lodestar, my requested hourly rate is \$750. This rate is
11 reasonable in light of my experience litigating complex employment matters, my role as counsel
12 responsible for strategic direction and settlement architecture, and the results obtained.

13 33. Elizabeth Malay's requested hourly rate of \$600 is reasonable and consistent with the
14 rate she charges hourly clients. Ms. Malay brings substantial trial and litigation experience, leadership
15 in complex employment matters, and recognized professional accomplishments that support her
16 market rate. Her background and experience is outlined in greater detail in her declaration.

17 **Lodestar Cross-Check**

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

21 35. Class Counsel devoted approximately 1,592 total hours to this matter, comprised of
22 696 hours attributable to Montagna and 896 hours of *Ektstrom* common-benefit work allocated to
23 this action because it directly advanced Montagna's investigation, merits development, and
24 settlement posture.

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

4 37. The hours and corresponding lodestar components are: (a) Socks, 144 hours on
5 Montagna and 335 hours of *Ekstrom* common-benefit work allocated to this action at \$750 per hour,
6 for \$359,250; (b) Malay, 114 hours on Montagna and 276 hours of *Ekstrom* common-benefit work
7 allocated to this action at \$600 per hour, for \$234,000; (c) Alder, 70 hours on Montagna and 5 hours
8 of *Ekstrom* common-benefit work allocated to this action at \$1,400 per hour, for \$105,000; (d)
9 Levine, 320 hours on Montagna and 28 hours of *Ekstrom* common-benefit work allocated to this
10 action at \$900 per hour, for \$313,200; and (e) Collier, 48 hours on Montagna and 252 hours of
11 *Ekstrom* common-benefit work allocated to this action at \$975 per hour, for \$292,500.

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

15 39. The requested fees are reasonable in light of the settlement result achieved for the
16 Class and Collective, the contingent risk undertaken, the complexity of proving equal-pay and
17 discrimination claims on a class wide basis against sophisticated defendants, and the substantial work
18 required to develop and test the class wide merits and damages theories that made settlement
19 feasible. The conservative lodestar and modest multiplier confirm the reasonableness of the
20 requested fee.

21 **Collier Socks Background and Rate Support**

22 40. Collier Law previously operated as Collier Socks, where Ms. Malay and I were
23 partners until February 2025. Based on my experience working at Collier Socks, and through
24 speaking with members of Collier Law, I have personal knowledge of the work performed and the
25 time and rates relevant to the common benefit work that advanced *Montagna*.
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1 41. Dustin Collier's requested hourly rate of \$975 is reasonable in light of his
2 background, experience, and recognized trial skill. Mr. Collier graduated from Berkeley Law and has
3 been licensed since 2009. He has longstanding experience as a civil trial lawyer with extensive
4 deposition and trial practice. He has trained and taught trial and deposition skills to attorneys and
5 law students, including through programs associated with law schools and trial-skills organizations,
6 and he has been repeatedly invited to teach plaintiff-side trial programs, including California
7 Employment Lawyers Association trial training.

8 42. Mr. Collier has been recognized for trial excellence and has extensive hands-on civil
9 trial experience. He has been repeatedly selected for professional honors recognizing trial lawyers,
10 including multi-year "Top 40 Under 40" recognitions and repeated "Rising Stars" and "Super
11 Lawyers" selections. He has also logged substantial civil trial experience over the course of his
12 career. These qualifications support that his hourly rate is consistent with, and conservative relative
13 to, market rates for lawyers of comparable skill and reputation handling contingent complex
14 litigation. He also charges paying clients \$975 per hour at present.

15 43. The Collier lodestar estimate of approximately \$292,500 does not include time
16 worked by attorney Drew Teti, who is another highly experienced attorney, on *Ekstrom*. I do not
17 have sufficient information to provide an estimate as to Drew Teti, though Mr. Teti did attend the
18 two-day mediation on this matter in December 2024.

19 **Reasonableness of requested costs**

20 44. The out-of-pocket costs in this case have been extensive. Class Counsel has received
21 no payment toward any of the costs incurred during the pendency of this case. These costs included
22 filing fees, mediation fees, travel reimbursement, computer legal research, photocopying, mailing
23 expenses. As of the date of this declaration, my firm has incurred costs totaling approximately
24 \$20,000. These costs were reasonable and necessary to the effective prosecution of this matter.
25 AlderLaw, PC indicates that it has advanced costs in the amount of \$11,054.41. (See Decl. Michael

1 Alder.) Thus, total costs advanced on behalf of Plaintiff and the Class total \$ 31,054.41. Therefore, I
2 request that the Court award reimbursement to each aforementioned law firms.
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4 Dated: January 13, 2026

Respectfully Submitted,

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7 V. Joshua Socks

8 *Attorney for Plaintiff, the Class, and the Collective*
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