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ELECTRONICALLY
FILED
Superior Court of California, County of San Francisco
01/13/2026
Clerk of the Court
BY: SANDRA SCHIRO
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 to 100, inclusive,

Defendants.

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

NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS, COLLECTIVE, AND PAGA SETTLEMENTS; MEMORANDUM OF POINTS AND AUTHORITIES

Date: February 20, 2026
Time: 10:00 a.m.
Dept: 613

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Statutes

Other Authorities

Treatises

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on February 20, 2026, at 10:00 a.m., or as soon thereafter as the matter may be heard, in Department 613 of the above-entitled Court, located at 400 McAllister Street, San Francisco, California 94102, Plaintiff VALENTINA MONTAGNA ("Plaintiff") will and hereby does move the Court for an Order:

1. Granting final approval of the Settlement Agreement between Plaintiff and Defendants FOX CORP. ("Fox") and TUBI, INC. ("Tubi") (together, "Defendants" and, collectively with Plaintiff, the "Parties");
2. Finally certifying the Class and Collective, as defined in the Settlement Agreement and the Court's Order Granting Motion for Preliminary Approval, for purposes of settlement;
3. Confirming Plaintiff, Valentina Montagna, as Class Representative for purposes of settlement;
4. Confirming Plaintiff's counsel, Sempervirens Law LLP and AlderLaw PC, as Class and Collective Counsel for purposes of settlement;
5. Approving payment of Settlement Administration Costs in the amount of $21,500 to the Settlement Administrator;
6. Approving the payment of a reasonable Class Representative enhancement payment of $10,000 to Valentina Montagna;
7. Approving an award of attorneys' fees to Class and Collective Counsel in the amount of $1,380,000 (30% of the $4,600,000 Gross Settlement Amount) and reimbursement of litigation expenses, currently in the amount of $31,054.41);
8. Ruling that Participating Class Members, Participating Collective Action Plaintiffs, and PAGA Group Members have released their claims against Defendants as set forth in the Settlement Agreement;
9. Finding that any Settlement Class Members and Collective Action Plaintiffs who did not timely object have forfeited any challenge that could have been raised before this Court in connection with final approval; and
10. Entering final judgment and retaining jurisdiction to enforce the Settlement.

This Motion is made on grounds that the proposed class settlement is fair and reasonable and in the best interest of Class Members, Collective Action Plaintiffs, and PAGA Group Members.

This Motion is based on this Notice, the attached Memorandum of Points and Authorities, the Parties' Settlement Agreement, the declarations of Class Counsel Elizabeth R. Malay, V. Joshua Socks, C. Michael Alder, and Class Representative Valentina Montagna filed and served herewith, the complete files and records of this action, and any and all oral argument and/or evidence as may be offered at the time of hearing in this matter.

Dated: January 13, 2026

Respectfully Submitted,

C. Michael Alder
Elana R. Levine
V. Joshua Socks
Elizabeth R. Malay
Attorneys for Plaintiffs

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Valentina Montagna ("Plaintiff") seeks final approval of a class action, collective action, and representative action settlement as stated in the Settlement Agreement[1], dated October 7, 2025. (See Order Granting Preliminary Approval at Ex. 1 ["Settlement Agreement"].) The Settlement Agreement provides for a Gross Settlement Amount of $4,600,000 to settle disputed claims of discrimination in hiring, pay, and promotions, and derivative claims, including under the Fair Employment and Housing Act ("FEHA"), the Equal Pay Act, Title VII of the Civil Rights Act of 1964, and several other California statutes, including the Private Attorneys General Act ("PAGA"), asserted on behalf of the Settlement Class against Defendants Fox and Tubi.

As detailed below, the Settlement Agreement is advantageous to the Class, Collective, and PAGA Group Members, as well as to Defendants, and merits final approval by the Court. Defendants do not oppose this motion.

II. FACTUAL AND PROCEDURAL BACKGROUND

Following years of related litigation, on February 27, 2025, Plaintiff brought this action against her former employers, Defendants Fox and Tubi. (Declaration of Elizabeth Malay ["Malay Decl."] at ¶ 3.) Plaintiff alleges that she and other women employed at the Senior Vice President level or below at Tubi were subject to systemic discrimination in pay, promotion, and hiring decisions. Specifically, Plaintiff contends that Defendants engaged in discriminatory practices that resulted in women being paid less than similarly situated men, passed over for promotions, and denied equitable hiring opportunities.

Plaintiff asserts the following causes of action in her First Amended Complaint:

1. **Violation of the California Equal Pay Act** ("EPA") (Labor Code §§ 1197.5, 1194.5): Plaintiff alleges that Defendants failed to pay women employees equal wages for substantially similar work performed by men.

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[1] This Motion incorporates by reference definitions the Parties agreed to and included in the Settlement Agreement approved by the Court, which the Parties agree have the same meaning herein.

2. **Gender Discrimination in Violation of the Fair Employment and Housing Act** ("FEHA") (Government Code §§ 12940 et seq.): Plaintiff claims systemic gender-based discrimination in compensation, promotions, and hiring practices.
3. **Failure to Prevent Discrimination** (Government Code § 12940(k)): Plaintiff alleges that Defendants failed to take all reasonable steps to prevent the discrimination outlined above.
4. **Failure to Pay Wages at the Time of Termination** (Labor Code §§ 201-203): Plaintiff claims Defendants failed to pay all final wages due to women employees upon separation from employment.
5. **Unlawful and Unfair Business Practices**(Business & Professions Code §§ 17200 et seq.): Plaintiff alleges that the above-claimed violations constitute unlawful and unfair business practices.
6. **Civil Penalties Pursuant to PAGA** (Labor Code §§ 2698 et seq.): Plaintiff seeks penalties on behalf of the State and aggrieved employees for the violations of the Labor Code described above.
7. **Violation of the Equal Pay Act** (29 U.S.C. § 206(d)): Plaintiff alleges that she 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, but Defendants paid the male counterparts higher rates than Plaintiff and the Class Members for substantially equal work.
8. **Sex and Gender Discrimination in Violation of Title VII of the Civil Rights Act of 1964** (42 U.S.C. §§ 2000e et seq.): Plaintiff alleges that Defendants intentionally discriminated against Plaintiff and the Class Members because of their sex and gender in pay and promotions, and that after Plaintiff complained to Defendants regarding the discrimination, Defendants allowed the discrimination to continue.

(See Malay Decl. at Ex. A, First Amended Complaint.)

These allegations are made following years of confirmatory investigation,[2] along with both informal and formal discovery. (Malay Decl. at ¶¶ 3-4.) The investigation into this matter has been

[2] Plaintiff's investigation described below includes efforts in the prior related litigation.

thorough and includes: (1) reviewing Plaintiff's and Defendants' documents and discovery responses; (2) evaluating legal positions taken and defenses raised by Defendants, who deny Plaintiff's allegations; (3) evaluating potential class-wide damages; (4) researching applicable law with respect to the claims and potential defenses; (5) participating in numerous meetings with Defendants' counsel; (6) interviewing and deposing witnesses; and (7) analyzing Defendants' assets and their relationship to various entities, as well as analyzing Defendants' damages exposure. (Malay Decl. at ¶ 2.) The investigation will be addressed more, *infra.*

Despite the Parties' pronounced disagreements, they participated in a two-day in-person mediation, which took place on December 16 and 17, 2024, before Antonio Piazza, a highly respected mediator with experience in class actions and complex litigation. (*Id.* at ¶¶ 5-6.) While the Parties were unable to reach agreement during the in-person mediation, the Parties' settlement discussions continued for months and, eventually, resulted in the Settlement Agreement. (*Ibid.*) The Settlement Agreement finally reached after all these efforts provides for a Gross Settlement Amount of $4,600,000 and resolves claims for all women jointly employed by Defendants in the United States as a Covered Employee (defined in the Settlement Agreement to mean any regular, full-time employee at the Senior Vice President level or below who has not previously executed a separation or settlement agreement with either or both Defendants) at any time during the Class Period (i.e., between August 29, 2020, to February 27, 2025), Collective Period (i.e., between August 29, 2021 to February 27, 2025), or the PAGA Period (i.e., between October 30, 2023 to February 27, 2025). (*Id.* at ¶ 7.)

After the Parties reached agreement on settlement terms, Plaintiff filed her unopposed Motion for Preliminary Approval on August 29, 2025, and filed Supplemental Briefing in Support of the Motion for Preliminary Approval on October 1 and October 6, per the Court's request. The Court held a hearing on Preliminary Approval on October 7. Per the Parties' discussions with the Court during the October 7 hearing, the Court requested, in part, a supplemental declaration regarding the reasonableness of the damage calculations, a revised Notice, and a fully executed Settlement Agreement. During the hearing, the Parties stipulated that Plaintiff would file a First Amended Complaint, and the Court issued an Order on

October 8 granting leave for the same. Thereafter, on October 9, Plaintiff submitted her supplemental declaration regarding the damages calculations and provided the Court with a fully executed Settlement Agreement, including a revised Notice. (See Order Granting Preliminary Approval.) Plaintiff also filed her First Amended Complaint on October 9. (See *id.* at Ex. A.) Thereafter, the Court issued its Order Granting Preliminary Approval on October 10, 2025. (See Order Granting Preliminary Approval.)

On December 3, the Parties jointly applied *ex parte* for an order authorizing the issuance of a supplemental mailing to ensure that 47 employees who may consider themselves part of Tubi's sales organization and who already received the class notice ("Notice") issued in connection with the Parties' preliminarily approved settlement were informed of their ability to participate in the settlement. The Court granted the application on December 5 and gave additional time for those 47 employees to opt out of the class settlement and ordered Defendants to cover any additional costs for this mailing. (See Malay Decl. at Ex. B.)

III. MAJOR TERMS OF SETTLEMENT

Key provisions of the Settlement Agreement include the following:

- The Parties stipulate to the certification of three subclasses for purposes of settlement: Class Members, Collective Action Plaintiffs, and PAGA Group Members. (See Order Granting Preliminary Approval at Ex. 1, Settlement Agreement.)
- Defendants agree to pay $4,600,000 (the "Gross Settlement Amount"), which excludes any employer-side payroll taxes, and which is intended to cover all monetary components for the resolution of this matter including (*Id.* at III.A):
    1. **To Plaintiff**: In addition to her Class Settlement Share and Collective Settlement Share, an award of not more than $10,000.00 as her Class Representative Service Payment (*Id.* at III.B.1);
    2. **To PAGA Group Members**: The Settlement Administrator will pay $17,500 (35% of the $50,000 PAGA Payment) to PAGA Group Members in equal per-capita amounts. (*Id.* at III.B.2);

3. **To the Labor and Workforce Development Agency**: The Settlement Administrator will pay $32,500 (65% of the $50,000 PAGA Payment) to the Labor and Workforce Development Agency. (*Id.* at III.B.3);

4. **To Class and Collective Counsel**: Class and Collective Counsel will request attorneys' fees of $1,380,000 (30% of the Gross Settlement Amount) and reimbursement of litigation expenses, currently $ 31,054.41[3], subject to Court approval. (*Id.* at III.B.4);

5. **To the Settlement Administrator**: The Settlement Administrator will pay its reasonable fees and expenses that are documented and approved by the Court (*Id.* at III.B.5);

6. **To Each Participating Class Member**: Each Participating Class Member and Collective Action Plaintiff will receive a Class Settlement Share Check and/or Collective Settlement Share Check containing their share(s) of the Net Settlement Amount. The Class Settlement Shares and Collective Settlement Shares will be calculated as follows: (i) Defendants will provide the Settlement Administrator with the Class and Collective Data; (ii) the Settlement Administrator will then calculate the Pro Rata Share for each Class Member and Collective Action Plaintiff; and (iii) the Settlement Administrator will then multiply the Pro Rata Share by the Net Settlement Fund to calculate the Class Settlement Share of each Class Member and the Collective Settlement Share of each Collective Action Plaintiff (*Id.* at III.C.1);

7. **Tax Allocation**: one-third of each Participating Class Settlement Share and Collective Settlement Share will be allocated to settlement of wage claims (the "Wage Portion") (*Id.* at III.C.2);

8. **Effect of Non-Participating Class Members and Non-Participating Collective Action Plaintiffs:** Non-Participating Class Members or and Non-Participating Collective Action Plaintiffs will not participate in or be bound by the Settlement. Non-Participating Class Members' respective Class Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members and Collective Action Plaintiffs on a *pro rata*

[3] Defendants have agreed not to contest costs of up to $150,000, and Settlement Class Members have been provided notice of same.

basis relative to their Class Settlement Shares and Collective Settlement Shares. Non-Participating Collective Action Plaintiffs respective uncashed Collective Settlement Shares will accordingly be paid to an organization jointly selected by the Parties consistent with section 384 of the California Code of Civil Procedure, as detailed in Section III.E.11. This settlement is non-reversionary and no funds will revert to Defendants. (*Id.* at III.C.3.)

- Within 20 days the Settlement Agreement's Effective Date, as defined by the Settlement Agreement, Defendants will transfer the Gross Settlement Amount and Defendants' share of payroll taxes to the Settlement Administrator. Within 10 days thereafter, the Settlement Administrator will issue checks to Participating Class Members, Collective Action Plaintiffs, PAGA Group Members, and the LWDA, all in accordance with the terms of the Settlement Agreement; the Class Representative Service Payment to Plaintiff; the Class and Collective Counsel Fees Payment and the Class and Collective Counsel Litigation Expenses Payment to Class and Collective Counsel, and reasonable fees and expenses to the Settlement Administrator. (*Id.* at I.Q., I.R; III.B.5, III.E.10)

IV. CLASS NOTICE AND SIZE

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

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

On November 13, 2025, the Notice Packets were mailed via U.S. First-Class mail to these 309 Settlement Class Members, with a December 28 deadline to submit disputes, requests for exclusion, or objections. (CPT Decl. at ¶ 7.) Shortly thereafter, a notice was sent to an additional woman, whose HR records were recently updated to accurately reflect her gender after transitioning. (CPT Decl. at ¶ 8.) After receiving notice of the Supplemental Mailing (approved by the Court on December 5, 2025), CPT sent Supplemental Notice Packets to the 47 class members who already received the class Notice and who Defendants had determined may consider themselves part of Tubi's sales organization. The deadline for these 47 employees to opt out, object, or submit a dispute to their compensation was extended to January 12, 2026. (CPT Decl. at ¶¶ 9-10.) After conducting additional skip-tracing when four of the Notice Packets were returned, zero Notice Packets remained undeliverable. (*Id.* at ¶¶ 11-12.) As of the date of its declaration, CPT had not received any disputes, and only three timely and valid requests for exclusion. (*Id.* at ¶¶ 13-14.)

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

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)
Remaining Net Settlement Amount	**$ 3,107,445.59**

(*Ibid.*)

The **Class Fund** is $1,553,722.80 (50% of the Net Settlement Amount). CPT estimates there are 307 Class Members. The average estimated Class payment is $5,060.99, the highest estimated payment is $31,691.67, and the lowest estimated payment is $2.10. (*Id.* at ¶¶ 17, 18.)

The **Collective Fund** is $1,553,722.80 (50% of the Net Settlement Amount). CPT estimates there are 292 Collective Action Plaintiffs. Assuming full participation, the average estimated Collective payment is approximately $5,320.97, the highest estimated payment is $ 31,600.82, and the lowest estimated payment is $2.16, subject to adjustment based on opt-ins and the compensation-weighted formula in the Settlement Agreement. (*Id.* at ¶¶ 17, 19.)

The **PAGA Fund** is $17,500 and will be distributed to PAGA Group Members in equal per-capita amounts. (*Id.* at ¶ 20.)

V. THE SETTLEMENT IS FAIR AND REASONABLE

In its Order Granting Preliminary Approval, the Court stated that it considered the *Dunk/Kullar* factors, addressed *infra,* and preliminarily approved the settlement, because it appeared to be within the range of possible final approval as a fair, adequate, and reasonable settlement. (See Order Granting Preliminary Approval at ¶ 4.) California courts favor settlement. (*Stambaugh v. Superior Court*, (1976) 62 Cal. App. 3d 231, 236.) In approving class action settlements, courts have broad powers to determine whether a proposed settlement is fair under the circumstances of the case. (*Mallick v. Superior Court* (1979) 89 Cal. App. 3d 434, 438.)

In determining whether a class settlement is fair, adequate, and reasonable, the Court should consider relevant factors, such as "the complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the Class Members to the proposed settlement." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) The list of factors is not exclusive and the Court is free to engage in a balancing of factors depending on the circumstances of each case. (*Ibid.*) A presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Id.* at 1802.) Settlement here is fair.

A. The Settlement Agreement resulted from thorough, arms-length negotiation by experienced counsel.

In determining that a settlement represents an arm's-length transaction, courts give "considerable weight" to the "involvement of a neutral mediator." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129 ; see also *In re Sutter Health Uninsured Pricing Cases* (2009) 171 Cal. App. 4th 495, 504-505.) Here, settlement discussions between Plaintiff's counsel and counsel for the Defendants were carried out over many months with the assistance of a well-regarded mediator experienced in wage and hour class actions, Antonio Piazza. (Malay Decl. at ¶ 5.) Mr. Piazza's participation included a two-day in-person mediation. A tentative settlement was reached in April 2025, after months of settlement discussions. The terms of the Settlement Agreement were ultimately finalized after several weeks of additional negotiations. (*Id.* at ¶ 5.)

Prior to mediation, the Parties were fully informed about the facts, merits, and risks associated with Plaintiff's potential claims and Defendants' defenses, which Plaintiff acknowledges are considerable. Extensive investigation, including three rounds of discovery, was conducted in connection with the putative class action lawsuit filed by Sarah Ekstrom. (*Ibid.*) In addition to the formal discovery conducted in that prior case, the Parties engaged in informal discovery as part of the mediation process. During the mediation, Defendants provided Plaintiff and her counsel access to anonymized job title, job level, and compensation data for potential Class Members, Collective Action Plaintiffs, and PAGA Group Members during the relevant time periods. (*Ibid.*) 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. (*Ibid.*)

In addition, Defendants deny any liability and deny engaging in discriminatory practices resulting in unfair pay practices towards women. (Malay Decl. at ¶ 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 $5,100 and Collective Action Plaintiffs receive about $5,300, meaning members of both receive roughly $10,400. (CPT Decl. at ¶ 18-19.)

The percentage recovery here[4] 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).)

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

B. The investigation and discovery are sufficient to allow counsel and the Court to act intelligently.

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

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[4] 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. (Malay Decl. at Exh. C, Levine Decl. at ¶ 8.) 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. (*Id.* at ¶ 8.) A settlement need not obtain 100 percent of the damages sought in order to be fair and 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.*)

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

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

C. Counsel is experienced in similar litigation.

Prior to and throughout the pendency of this litigation, Settlement Class Members and Collective Action Plaintiffs have been represented by well-qualified counsel who have years of experience in employment and class action litigation. (Malay Decl. at ¶ 22.) Although the recommendations of counsel proposing the settlement are not conclusive, the Court can properly consider the recommendations, particularly if counsel have been involved in litigation for some period of time, appear to be competent, have experience with this type of litigation, and significant discovery has been completed. (*Newberg on Class Actions* § 13:53 (5th ed. 2011-2017).) Here, Class and Collective Counsel is of the opinion that this Settlement Agreement is fair, reasonable, and adequate, and in the best interest of the Class, Collective, and PAGA Group Members.

D. Just three Settlement Class Member elected to opt-out, and there are no objectors.

Finally, the lack of objectors weighs strongly in favor of settlement. (See *Wershba*, 91 Cal.App.4th at 246; *Dunk* at 1801.) As of the date of its declaration, CPT received only three requests for exclusion and zero objections to the Settlement and reported that a total of 307 Settlement Class Members will be issued an Individual Settlement Payment, representing a 99% participation rate. (CPT Decl. at ¶ 15.)

VI. MS. MONTAGNA SHOULD RECEIVE THE CLASS REPRESENTATIVE ENHANCEMENT PAYMENT.

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

Ms. Montagna has been an actively involved advocate for the class. (Declaration of Valentina Montagna ["Montagna Decl."] at ¶¶ 4-5; Malay Decl. at ¶ 19.) Ms. Montagna provided substantial insight and helped Class and Collective Counsel shape the narrative of this case through numerous meetings, calls, and texts, including assisting in drafting and reviewing the Complaint. (Montagna Decl. at ¶ 5, Malay Decl. at ¶ 19.) She attended the mediation in person and answered questions and explained things to Counsel throughout. (Montagna Decl. at at ¶ 6, Malay Decl. at ¶ 19.) Her efforts were pivotal in the negotiations to settle this matter. (Malay Decl. at ¶ 19.)

Ms. Montagna undertook reputational and professional risk by serving as the named plaintiff, participated in case development and settlement communications, and assisted counsel in evaluating and resolving the claims on a class wide basis. (Montagna Decl. at ¶¶ 5, 7-8, Malay Decl. at ¶ 20.) Plaintiff respectfully submits these efforts support the requested service award. (Malay Decl. at ¶¶ 18, 21.)

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

VII. CLASS AND COLLECTIVE COUNSEL SHOULD BE AWARDED THEIR REQUESTED FEES AND COSTS

A. The percentage-of-the-fund method is appropriate, and 30% is reasonable here.

Class and Collective Counsel request attorneys' fees of $1,380,000, representing 30% of the $4,600,000 Gross Settlement Amount. California trial courts have discretion to award common-fund fees using an appropriate percentage of the fund, and the California Supreme Court confirmed the percentage method is a valuable tool because it aligns incentives with class recovery, approximates market conditions for contingent litigation, and discourages needless delay. (*Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480, 503.)

Laffitte recognized the Ninth Circuit's 25% benchmark as a reference point used in some federal cases, but it did not adopt a benchmark for California; the objective is a reasonable fee under the circumstances of the case. (*Laffitte, supra,* 1 Cal.5th 480 at 504–506.)

The requested fee is reasonable given the result achieved, the risk and complexity of equal-pay and discrimination-based class claims against sophisticated defendants, the contingent nature of counsel's representation, the non-reversionary structure, and the strong positive reaction to the settlement reflected by the absence of objections to date and the extremely high participation rate reported by CPT.

B. The lodestar cross-check confirms the requested fee is reasonable.

Although attorneys' fees are properly evaluated under the percentage-of-the-fund method, the Court may use a lodestar cross-check to confirm the requested percentage is reasonable. When the California Supreme Court approved the percentage method for common-fund settlements, it recognized the lodestar cross-check as a useful discretionary tool to guard against windfalls while preserving the market-based alignment of the percentage approach. (*Laffitte, supra,* 1 Cal.5th at 503–506.)

Here, Class and Collective Counsel request attorneys' fees of $1,380,000, representing 30% of the $4,600,000 Gross Settlement Amount. Based on counsel's conservative reconstructed estimates of attorney time devoted to Montagna and related common-benefit work performed in the Ekstrom litigation that directly advanced Montagna's investigation, merits development, and settlement posture, counsel's total hours are approximately 1,592 hours, comprised of 696 hours on Montagna and 896 hours of Ekstrom common-benefit work allocated to this action. Applying the hourly rates described in counsel's declarations, the resulting lodestar is approximately $1,303,950.[5] (Malay Decl. at ¶¶ 35-36, Declaration of V. Joshua Socks ["Socks Decl."] at ¶¶ 35-36, Alder Decl. at ¶¶ 21, 32.)

[5] The Collier time reflected in these estimates is based on counsel's communications with members of Collier Law regarding the work performed when that firm operated as Collier Socks, at which time Plaintiff's counsel were partners in that firm (through February 2025). The Collier lodestar estimate of approximately $292,500 does not include time worked by attorney Drew Teti on Ekstrom, which further underscores that this lodestar cross-check is conservative. (Socks Decl. at ¶¶ 40-43.)

The requested fee therefore reflects an implied multiplier of approximately 1.06. California law recognizes that multipliers may properly account for contingent risk and other factors to ensure competent counsel undertake socially and economically important litigation. (*Serrano v. Priest*, (1977) 20 Cal.3d 25, 49.) The California Supreme Court in *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132–1133, 1138–1139, likewise explained that an enhancement may be appropriate to reflect contingent risk and other lodestar adjustment factors, and *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 50, emphasized that common-fund awards should reflect market realities. A multiplier in this range is reasonable given the contingent risk, the complexity and factual intensity of equal-pay and discrimination-based class and representative litigation against sophisticated defendants, the favorable settlement achieved on an expedited basis, and the non-reversionary structure. (See *Laffitte, supra*, 1 Cal.5th at 504–506; *Serrano, supra*, 20 Cal.3d at 49; *Ketchum, supra*, 24 Cal.4th at 1132–1133, 1138–1139; *Lealao, supra*, 82 Cal.App.4th at 50.) The modest implied multiplier here confirms the reasonableness of the requested percentage fee.

C. Ekstrom work was common-benefit work that directly advanced this settlement and is appropriately included in the lodestar cross-check.

A substantial portion of the work that created the value in this settlement began in the substantially similar *Ekstrom* action against the same defendants and addressing the same core class allegations of systemic gender discrimination and unequal pay. That work included class-focused investigation, discovery, depositions, and damages development directed to Defendants' compensation practices, job classifications, and treatment of women employees, and it provided the factual and strategic foundation that made settlement of this action feasible.

Counsel has quite conservatively included in the lodestar cross-check only those *Ekstrom* hours that produced common-benefit work product directly used to prosecute and resolve this action, excluding case-specific work that did not advance the class wide claims resolved here. This conservative allocation supports the reasonableness of the requested percentage fee under a market-based approach to common-fund compensation. (*Lealao, supra.*, 82 Cal.App.4th at 50.)

D. Costs.

Class and Collective Counsel requested reimbursement of litigation expenses up to $150,000, subject to documentation and Court approval. (Malay Decl. at ¶ 40.) Expenses are currently at $31,054.41, plus the additional $4,250 requested by CPT Group, for a total of $35,304.41. (Malay Decl. at ¶ 40, Alder Decl. at ¶ 33, CPT Decl. at ¶ 23.)

VIII. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant final approval of the Settlement and enter judgment consistent with the Settlement Agreement, including the requested service award, attorneys' fees, expenses, and settlement administration costs.

Dated: January 13, 2026

Respectfully Submitted,

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