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**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**

**SUPPLEMENTAL NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL; MEMORANDUM OF POINTS
AND AUTHORITIES; SUPPLEMENTAL
DECLARATION OF ELANA R. LEVINE IN
SUPPORT THEREOF**

Date: October 7, 2025
Time: 9:00 a.m.
Dept: 606

TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on October 7, 2025 at 9:00 a.m. in Department 606 of the Superior Court of the State of California for the County of San Francisco, located at 400 McCallister Street, San Francisco, CA 94102, Plaintiff Valentina Montagna (“Plaintiff”) will move the Court for an order of preliminary approval of class settlement.

This Supplemental Motion is made on grounds that the proposed class settlement is fair and reasonable and in the best interest of settlement class members.

This Supplemental Motion is based on this Notice, the attached Memorandum of Points and Authorities, the Parties’ Settlement Agreement, the declaration of Plaintiff’s counsel Elana R. Levine 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: October 1, 2025

ALDERLAW, PC

By: 
ELANA R. LEVINE
Attorneys for Plaintiffs

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Valentina Montagna (“Plaintiff”) seeks preliminary approval of a class action, collective action, and representative action settlement covering allegations of discrimination in hiring, pay, and promotions, and derivative claims, including under the Fair Labor Standards Act (“FLSA”) and several California statutes, including the Private Attorneys General Act (“PAGA”), against Defendants Fox Corporation (“Fox”) and Tubi, Inc. (“Tubi”) (together, “Defendants” and, collectively with Plaintiff, the “Parties”).¹ By this motion, Plaintiff requests that the Court:

- (1) Grant preliminary approval of the Settlement Agreement attached as Exhibit 1 to the Declaration of Elana R. Levine (the “Settlement Agreement”);
- (2) Approve the proposed class notice and claim form;
- (3) Appoint a Settlement Administrator;
- (4) Conditionally certify the proposed Class;
- (5) Conditionally appoint Plaintiff as Class Representative and Michael Alder and Elana R. Levine of the law firm of AlderLaw, PC and V. Joshua Socks and Elizabeth R. Malay of the law firm of Sempervirens Law LLP as Class and Collective Counsel; and
- (6) Schedule a hearing on final approval of the settlement and Plaintiff’s application for an award of reasonable fees and litigation costs (the “Final Approval Hearing”) at which Class and Collective members may be heard.

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

The Court has requested supplemental briefing and/or edits to the proposed settlement regarding:

¹ The Updated Settlement Agreement is attached to the Supplemental Declaration of Elana R. Levine (“Levine Decl.”), submitted herewith, at Ex. 1 (the “Settlement Agreement”).

- Transmission of the updated Settlement Agreement to the LWDA should there be changes to the Settlement Agreement. (See Proof of Service attached hereto as Exhibit 6);
- Reasonableness: Requesting a declaration addressing the total maximum value of the claims, discounts made, and why the discounts are justified;
- Clarification regarding distribution to the LWDA: the Parties have updated the language throughout to reflect a 65%/35% distribution (See updated Settlement Agreement attached hereto as Exhibit 1 and redlined Settlement Agreement attached hereto as Exhibit 5);
- Edits to the Class Notice (See Class Notice attached hereto as Exhibit 3 and redlined Class Notice attached hereto as Exhibit 4);
- Miscellaneous: clarifications/explanations regarding the subclasses, class periods, and class prerequisites (discussed *infra*).

See Order Re Supplemental Briefing Dated September 25, 2025.

Therefore, Plaintiff is responding to this request for briefing and information and for the sake of judicial efficiency and brevity will seek to avoid restating the entirety of the preliminary approval motion filed on or about August 29, 2025.

II. RESPONSE TO ORDER RE SUPPLEMENTAL BRIEFING

A. The Settlement Agreement

The total Gross Settlement Amount is \$4,600,000. This amount will not revert to Defendants. It includes payments to Participating Class Members and Participating Collective Action Plaintiffs, the Class Representative Service Payment, Class and Collective Counsel's reasonable attorneys' fees and litigation costs, the PAGA Payment, and Settlement Administration Costs. Defendants will separately pay for their share of payroll taxes. The Settlement Agreement and its material terms have not been changed – the only change made was to a typographical error referencing 75%/35% instead of **65%**/35% for the PAGA penalties. Out of an abundance of caution the Parties have re-executed the document. See Ex. 1.

B. Reasonableness of the Settlement

The Court has requested a declaration addressing the total maximum value of the claims, discounts made, and why the discounts are justified. Attached hereto is the Supplemental Declaration of Elana R. Levine, where potential damages are explained based upon review of data provided by Defendants. These are the maximum potential damages for the pay differential for Equal Pay Act violations for both federal and state, waiting time penalties, and PAGA penalties, the sum total of which is approximately \$22,000,000. See Decl. Levine, ¶ 27. Plaintiff understands that Defendants dispute the accuracy of these calculations, including because a pay equity analysis must appropriately take into account each employee's job level, job title, job duties, and job-related, bona fide factors. As explained in Plaintiff's original briefing in support of this motion, Defendants maintain that any disparities are justified by these job-related, bona fide factors and that their approach to compensation ensures all employees are competitively compensated consistent with fair pay practices, including through their pre-determined compensation ranges, "pay-for-performance" practice, and facially-compliant policies.

C. Clarification Regarding Distribution to the LWDA

The settlement allocates \$50,000 to resolve PAGA claims. Sixty-five percent (\$32,500) will be paid to the California Labor and Workforce Development Agency ("LWDA"), and thirty-five percent (\$17,500)² will be distributed to PAGA Group Members on a per capita basis, regardless of whether they opt out of the Class or into the Collective. This dollar figure was previously in the Settlement Agreement, however there was a typographical error in one place in the Settlement Agreement, which has been updated, and typographical errors on the preliminary approval motion.

D. Edits to the Class Notice

The revised Notice of Settlement addresses concerns raised by the Court:

- Page 8 has been removed.

² This percentage has been updated from the previous 75%/25% allocation in the settlement agreement, but the overall \$50,000 allocation has not been changed from the original settlement agreement.

- Class members are expressly informed that they may attend the Final Approval Hearing without prior notice to the Court.
- Instructions for what would occur if a class member were to submit both an objection and request for exclusion is set out (the objection would lack standing and would be disregarded).
- The Notice explains how to view case documents on the Court's website, emphasizing that access is free of charge.

E. Class, Collective, and PAGA Group Definitions and Periods

The Settlement Class includes all women alleged to have been jointly employed by Fox and Tubi in the United States at the Senior Vice President level or below, during the Class Period, defined as August 29, 2020 to February 27, 2025 (excluding individuals who previously released claims or signed separation agreements), except Sarah Ekstrom.³

The Collective includes all women alleged to be jointly employed by Fox and Tubi in the United States at the Senior Vice President level or below (excluding individuals who previously released claims or signed separation agreements) at any time during the Collective Period, defined as August 29, 2021 to February 27, 2025 (excluding individuals who previously released claims or signed separation agreements), excluding Sarah Ekstrom.

PAGA Group Members includes all women alleged to be jointly employed by Fox and Tubi in the United States at the Senior Vice President level or below at any time during the PAGA Period, defined as October 30, 2023 to February 27, 2025 (excluding individuals who previously released claims or signed separation agreements), regardless of whether or not they opt out of the Class or opt in to the Collective, again excluding Sarah Ekstrom.

These definitions are consistent with the pleadings and Settlement Agreement. The accompanying declaration from counsel confirms the bases for these time periods, including the statute of limitations and tolling considerations. Further, as the data described in the declaration of counsel evidences, Plaintiff alleges there is a pay disparity between men and women across

³ As noted above, *see supra* note 2, Sarah Ekstrom previously sought to represent the Class. She has requested to be excluded from the Settlement Class. Defendants do not oppose that request.

1 numerous job titles in both California and across the country that warrants preliminary approval
2 and class treatment at minimum for settlement purposes. Plaintiff further alleges the pay disparity
3 issues faced by female Tubi workers in California are the same as those faced throughout the
4 country – that is what this settlement is designed to address. Specifically, to address Plaintiff’s
5 allegations on both a statewide and nationwide basis, the Settlement Agreement includes both a
6 Class and Collective.

7 **F. Class Action Prerequisites Have Been Met**

8 The Court has asked for a briefing on the issues of: commonality, adequacy, and typicality.
9 The community of interest requirement has three essential elements: “(1) predominant questions
10 of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class
11 representatives who can adequately represent the class.” *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th
12 429, 435. Each of these criteria is met in this case.

13 a. Predominance

14 “Predominance” is not specifically itemized on the complex courthouse checklist, but as
15 indicated above, it is an element for certification. It is satisfied abundantly in this case. The
16 “ultimate question” presented by the element of predominance is whether “the issues which may
17 be jointly tried, when compared with those requiring separate adjudication, are so numerous or
18 substantial that the maintenance of a class action would be advantageous to the judicial process
19 and to the litigants.” (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004, 1024.) Claims should
20 be certified where they arise from the same nucleus of facts. (*Richmond v. Dart Industries, Inc.*
21 (1981) 29 Cal.3d 462, 470; *Linder v. Thrifty Oil* (2000) 23 Cal.4th 429, 435.) Central to the
22 predominance inquiry is the defendant's uniform conduct toward the class. (*Vasquez v. Superior*
23 *Court* (1971) 4 Cal.3d 800, at 810-11.) Here, the common question underlying the claims of
24 Plaintiff and the Settlement Class include, but are not limited to:

- 25 • Whether Plaintiff and members of the proposed class are subject to and
26 entitled to the benefits of Wage and Hour statutes;
- 27 • Whether Defendants have/had a policy and/or practice of not paying class
28 members all final wages owed upon termination of employment.

1 Here, common questions predominate with respect to each of the claims alleged by Plaintiff
2 on behalf of the Class because the issue of the legality of Defendants' pay policies and practices
3 is an issue that predominates the claims of all Participating Class Members. Conditional
4 certification of these claims is further supported by the fact that manageability or due process
5 concerns are eliminated or mitigated in the settlement context. *Dunk*, 48 Cal.App.4th at 1807 n.19.

6 b. Typicality

7 Typicality does not require that the plaintiff's claims be identical or even substantially
8 identical with those of other class members; as long as the claims of the class members are based
9 on the same legal theories, even pronounced factual variances will not defeat typicality. (*Classen*
10 *v. Weller* (1983) 145 Cal.App.3d 27, 46; *Anthony v. General Motors Corp.* (1973) 33 Cal.App.3d
11 699, 704; *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1120). "A plaintiff's claim is
12 typical of the claims of the proposed class members if it is aligned with the claims of other class
13 members... The theory behind this prerequisite is that a plaintiff with typical claims will pursue
14 her own self-interest and advance the interests of class members." (*In re United Energy Corp.*
15 *Solar Power Modules Tax Shelter Investments Sec. Litig.* (C.D. Cal. 1988) 122 F.R.D. 251, 256).

16 "The test of typicality is whether other [class] members have the same or similar injury,
17 whether the action is based on conduct which is not unique to the named plaintiffs, and whether
18 other class members have been injured by the same course of conduct." *Seastrom v. Neways, Inc.*,
19 149 Cal.App.4th 1496, 1502 (2007) (internal citation omitted). Here, Plaintiff is a former employee
20 who alleges she was injured by discriminatory policies and procedures in the same or similar way
21 that other Class Members were injured; at all relevant times, Plaintiff and other Class Members
22 were regular, full-time employees at the Senior Vice President level or below, and Plaintiff and
23 the other Class Members were subject to the same handbooks and policies and procedures during
24 the Class Period. Thus, Plaintiff is typical of the Class

25 Plaintiff's claims, each of which arise from Defendants' uniform policies, are aligned
26 perfectly with the other class members' claims. In pursuing her own claims, Plaintiff is thus
27 simultaneously advancing the interests of all potential class members.

1 c. Adequacy

2 The requirement that class representatives fairly and adequately represent the class is met
3 by fulfilling two conditions: (a) the named plaintiff must be represented by counsel experienced
4 and qualified to conduct the pending litigation; and (b) the named plaintiff's interests cannot be
5 antagonistic to those of the potential class members. (*McGhee v. Bank of America* (1976) 60
6 Cal.App.3d 442, 450.) Class counsel and the class representative meet the adequacy requirement.
7 Specifically, with regard to proposed class counsel, has significant class action (including wage
8 and hour), is competent, and has been competent in representing the putative class. (Levine Decl.
9 ¶¶ 30.) Further, the Settlement itself speaks to the competence of Class Counsel. Class Counsel
10 has secured a settlement that achieves substantial benefits to the Settlement Class members,
11 without incurring unnecessary expense or risk of further litigation, trial, and appeals, and without
12 extinguishing other claims that Defendants' employees may raise regarding their employment.

13 “Adequacy of representation depends on whether the plaintiff’s attorney is qualified to
14 conduct the proposed litigation and the plaintiff’s interests are not antagonistic to the interests of
15 the class.” *Caro v. Proctor & Gamble Co.*, 18 Cal. App. 4th 644, 669 n.21 (1993) (quoting *McGhee*
16 *v. Bank of Am.*, 60 Cal. App. 3d 442, 450 (1976)). Here, Class and Collective Counsel is qualified
17 to conduct this class action litigation. Levine Decl. at ¶ 14-19. Plaintiff is also committed to
18 representing the interests of the Class and does not have a conflict with the interests of the Class.
19 Levine Decl. at ¶ 11.

20 Plaintiff also satisfies the adequacy requirement. Not only are her interests not antagonistic
21 to those of the other members of the Settlement Class, they are wholly aligned. Further, Plaintiff
22 assisted counsel throughout the case, and always did what was requested of her, including
23 obtaining and searching for documents. (*Id.*) As the California Supreme Court held in *Richmond*,
24 “only a conflict that goes to the very subject matter of the litigation will defeat a party's claim of
25 representative status.” (29 Cal.3d at 470 [reversing an order denying class certification]; accord,
26 *National Solar Equipment Owners' Ass 'n v. Grumman Corp.* (1991) 235 Cal.App.3d 1273, 1285
27 [reversing an order denying class certification, finding no irreconcilable conflict].) In this case,
28 not only is there not any conflict, but Plaintiff’s interests are essentially identical, if not entirely

1 identical, to the interests of all the members of the Settlement Class. Furthermore, Plaintiff has
2 been substantially involved, proactive, and very helpful in the case.

3 **III.CONCLUSION**

4 For the reasons set forth above, Plaintiff respectfully submits that the proposed Class
5 Settlement is fair, reasonable, and in the best interests of the class. Plaintiff therefore respectfully
6 requests this Court grant preliminary approval of the settlement.

7
8 DATED: October 1, 2025

ALDERLAW, PC

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By: _____

11 ELANA R. LEVINE

12 Attorneys for Plaintiffs
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SUPPLEMENTAL 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 the fall of 2024. I attended the two-day mediation and have been involved in the settlement discussions leading to the present settlement as embodied in the updated Settlement Agreement, a true and correct copy of which is attached hereto as Exhibit “1.” This document was updated to correct a typographical error in paragraph 10, as will be explained below.

PROCEDURAL HISTORY

3. This case was filed in February 2025, but only after a substantial amount of investigation by both my office and co-counsel, with the assistance of the lead Plaintiff and other women who worked for Defendants.

4. Prior to filing the lawsuit, in or around August 2024, the Parties entered into a tolling agreement in an effort to further settlement discussions.

5. Thereafter, the Parties attended a two-day mediation with mediator Antonio Piazza, a well-respected wage and hour mediator. Though the case did not settle at the mediation, during such time and thereafter the Parties had an opportunity to further exchange their positions, data, and damage calculations.

6. In early April 2025 the Parties entered into an informal settlement, which was previously filed with the Court.

7. Exhibit D to Exhibit 1 contemplates the filing of a First Amended Complaint so that the operative complaint conforms to the Settlement Agreement. The First Amended Complaint is not significantly different from the original complaint on file with this Court, with the key difference being the inclusion of an FLSA claim.

1 8. Plaintiff has conducted a thorough investigation of the facts asserted on behalf of
2 the class and collective members, including the informal exchange of documents (both before,
3 during, and after the mediation) and interviews of class members. Plaintiff has also investigated
4 the applicable law as applied to the facts and the potential defenses thereto. Further still, Plaintiff
5 has extensively examined the damage claims asserted, and evaluated the potential liability, and the
6 risks attendant to certification and merits.

7 **FAIR & REASONABLE SETTLEMENT**

8 **Proposed Settlement Class, Collective, and PAGA**

9 9. The Settlement Agreement defines the Settlement groups as follows:

- 10 • The Settlement Class is defined as all women alleged to be jointly employed by Fox and
11 Tubi in the United States as a regular, full-time employee at the Senior Vice President level
12 or below (who has not previously executed a separation or settlement agreement with either
13 or both Defendants) between August 29, 2020 and February 27, 2025, but not including
14 Sarah Ekstrom.
- 15 • The Settlement Collective is defined as all women alleged to be jointly employed by Fox
16 and Tubi in the United States as a regular, full-time employee at the Senior Vice President
17 level or below (who has not previously executed a separation or settlement agreement with
18 either or both Defendants) between August 29, 2021 and February 27, 2025, but not
19 including Sarah Ekstrom.
- 20 • The Settlement PAGA Group is defined as all women alleged to be jointly employed by
21 Fox and Tubi in the United States as a regular, full-time employee at the Senior Vice
22 President level or below (who has not previously executed a separation or settlement
23 agreement with either or both Defendants) between October 30, 2023 and February 27,
24 2025, but not including Sarah Ekstrom.

25 **Arms-Length Bargaining**

26 10. The Parties participated in extensive negotiations, including participating in a
27 two-day formal mediation in December 2024, with a well-respected private mediator, as described
28 above, who is experienced in mediating class actions. The matter did not resolve at mediation.

Over approximately four months following the mediation, the Parties continued to engage in arms-length settlement discussions. The Parties continued to negotiate the terms for weeks after the overarching terms were agreed to in principle. Finally, the Parties reached the present agreement. The Parties spent the next few weeks negotiating and finalizing the terms of the Settlement Agreement.

11. At all times, the negotiation leading to this Settlement Agreement has been adversarial, non-collusive, and at arms' length. Plaintiff has been committed to representing the interests of the Class and does not have a conflict with the interests of the Class. The settlement, reached during arms-length, and extended negotiations, with the assistance of Mr. Piazza, an experienced and well-respected mediator, is a reasonable compromise of the disputed claims in this case, given the maximum amount that could have been recovered, discounted by the defenses asserted by Defendants, as well as comparators in similar cases.

The Investigation and Discovery were Sufficient to Allow Counsel and the Court to Act Intelligently

12. As set forth above, the Parties engaged in extensive investigation and informal discovery well before the pendency of the litigation.

13. The case at-issue reached settlement only after significant investigations and analyses of the facts and circumstances of the Class and collective claims, and after arms-length negotiations with the assistance of a well-regarded mediator. The settlement amount represents a fair compromise of disputed claims that would otherwise be vigorously defended, with the possibility of no recovery to the Class Members if any of the multiple defenses were ultimately successful.

Counsel's Experience

14. Counsel of record to this litigation has substantial experience in litigating class actions and could evaluate the strengths and weakness of their claims and defenses.

15. I am qualified to act as Class Counsel. My practice focuses on employment law. Since 2005, my practice has largely focused on the litigation of wage and hour class actions in federal and state court. I have litigated hundreds of class actions and have served as lead class

counsel in a number of contested certification matters. The following is a list of a sampling of a few matters in which I been confirmed as class counsel:

a. Best American Hospitality, Inc. dba Church's Chicken

Patterson v. Best American Hospitality, Inc., Los Angeles Superior Court case no. BC377173. Final approval of class action settlement granted on February 20, 2009 by Hon. Charles F. Palmer.

b. Guess?, Inc.

Isaguirre v. Guess ?, Inc., Los Angeles Superior Court case no. BC357631. Contested certification motion of wage and hour class action consisting of approximately 13,000 hourly store employees granted by Hon. David L. Minning of Dept. 61 on June 9, 2009. Defendant's decertification motion denied by Hon. Richard L. Fruin on January 9, 2013. Final approval granted by Hon. Richard L. Fruin in 2016.

c. Zurich North American Ins. Co.

Kirton v. Zurich North American Ins. Co., Los Angeles Superior Court case no. BC379108. Final approval of wage and hour class action settlement entered November 9, 2009 by Hon. Peter D. Lichtman of Dept. 322.

d. Longs Drugs

Nilsson, et al. v. Longs Drugs, Santa Barbara Superior Court case no. 1304153. Contested certification motion of wage and hour class action consisting of approximately 30,000 hourly store employees granted by Hon. James Brown, in 2011. Final Approval granted by Hon. Thomas P. Anderle, Dept. 3, in 2014.

e. Triage Partners

Vallejos, et al. v. Triage Partners, Los Angeles Superior Court case no. BC450422. Final approval granted by the Hon. Amy Hogue, Dept. 34 in July 2012.

f. Gulbranson Services, Inc.

Ursua v. Gulbranson Services, Inc., et al., Santa Barbara Superior Court case no. 1373991. Final approval granted by the Hon. James Herman, Dept. SB6 in March 2013.

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g. Ajilon Communications

Tarango, Charters, and Henry v. Ajilon Communications., et al., Los Angeles Superior Court case no. BC423185 (consolidated with BC424231). Final approval granted by the Hon. Kenneth R. Freeman, Dept. 310 in November 2013.

Co-Counsel's Contributions

16. Sempervirens Law (V. Joshua Socks and Elizabeth R. Malay) and AlderLaw have jointly handled multiple employment-law actions for over a year, collaborating on strategy, discovery, and trial preparation. Drawing on Sempervirens' experience litigating a related unequal-pay action since May 2023, they provided critical contributions in this case.

17. Sempervirens designed and executed detailed quantitative analyses of the employer's payroll and promotion data. Sempervirens also deployed surveys, scripts, and such related materials to interview many witnesses/potential class members during the related *Ekstrom* litigation—work that directly informed this case's class definition and damage model.

18. Sempervirens Law prepared for and conducted detailed depositions for witnesses in the related litigation—ensuring a robust factual record herein.

19. Throughout, the two firms have held regular joint strategy sessions and co-developed settlement negotiation tactics—presenting a seamless, unified advocacy team to the Court and opposing counsel.

The Proposed Settlement, Including The Proposed Allocation to Members of the Settlement Class, Is Within the Range of Possible Approval and is Fair and Reasonable

20. The gross amount provided for in the settlement is \$4,600,000.00 ("Gross Settlement Fund"). The Gross Settlement Fund is broken down as follows:

\$4,600,000.00	Gross Settlement
Up to \$1,380,000.00	Attorneys' Fees
Up to \$150,000.00	Litigation Costs
Up to \$17,250.00	Claims Administration
Up to \$10,000.00	Class Representative Enhancement

Up to \$50,000.00

PAGA Penalties

At least \$2,992,500.00

Net Settlement Fund ("NSF")

Pursuant to the terms of the Settlement Agreement, The NSF will be distributed in proportion to the base pay earned by the Settlement Class Members. Based on records produced by Defendant in discovery, Plaintiff estimates an average payout of at least approximately \$9,000.00 per individual (if such individual is both a Class Member and Collective Action Plaintiff) or \$4,500 per individual (if such individual is only a Class Member or only a Collective Action Plaintiff, but not both). The payments to the Participating Settlement Class Members will increase if costs are lower than \$150,000.00.

21. 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 stand 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.

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

23. The proposed allocation of the settlement funds at issue here is fair and reasonable because it compensates Class Members and Collective Action Plaintiffs, pro-rata, based on their

1 total compensation during the Class Period for Participating Class Members and during the
2 Collective Period for Collective Action Plaintiffs. Those who worked over a longer period of time
3 would presumably have incurred more alleged unpaid wages. This is consistent with the allocation
4 of settlement funds in similar pay equity class and collective actions, which have been approved
5 by other courts.

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

15 **Response to September 25, 2025 Order**

16 25. Counsel, including myself is in receipt of the Court's order dated September 25,
17 2025. Below is a response to the Court's request for information or clarification regarding the
18 settlement.

19 26. Plaintiff has transmitted the proposed updated Settlement Agreement to the LWDA
20 See Proof of Service Attached hereto.

21 27. The Court has requested information regarding the total maximum value of the
22 claims, discounts made, and why the discounts are justified. In 2024 and in 2025 (to confirm the
23 data sets) I personally reviewed compensation data provided by Defendants for the years 2021,
24 2022, 2023, and 2024 for California and out of state employees. It is my understanding that
25 Defendants provided all compensation data for all employees employed at the time of production
26 for the job titles covered by Plaintiff's Complaint. These job titles included: Associate Creative
27 Director; Associate General Counsel; Associate Business Operations; Associate Content
28 Acquisitions; Associate Standards And Practices, Associate Unscripted Content; Automation

1 Engineer; B2B Marketing Lead; CMO; Communications Manager; Content Acquisitions
2 Coordinator; Content Curation; Content Partnerships Coordinator; Content Processor; Content
3 QA; Content Scheduling; Coordinator; Consumer Marketing; Counsel; CRM Manager; CXR
4 Manager; Data Analyst; Data Product Manager; Data Scientist; Data Warehouse Engineer;
5 Designer; Director; Executive Assistant; Financial Analyst; HR; IT Support; Manager; Media
6 Strategist; Original Casting Manager; Original Content; Principal Production Manager; Product
7 Manager; Program Manager; Recruitment; Senior Account Manager; Senior Accountant; Senior
8 Copywriter; Senior Data Analyst; Senior Data Engineer; Senior Data Scientist; Senior Manager;
9 Senior QA; Senior Software Engineer; Social Media Associate; Software Engineer; Specialist; Sr
10 Manager; Senior Associate; Sr. Content Processor; Tech Ops; Technical Program Manager;
11 Technical Recruiter; VP And Associate General Counsel; VP Of Original Content; VP Of
12 Communications; VP Original Scripted; VP Sales. Based on my 20+ experience mining this type
13 of data in hundreds of lawsuits, I calculated damages as follows:

- 14 • An average of \$16,000 pay disparity between men and women;
- 15 • 305 women (in 2024 only – an increase from previous years);
- 16 • Approximately 60 out-of-state female employees;
- 17 • Approximately 70 former employees (for purposes of potential waiting time
18 penalties).

19 Thus, total maximum damages in this case, including penalties based on my assessment
20 and experience, would be \$22,000,000. Of this amount approximately \$1 million would be
21 assessed as waiting time penalties and a negligible amount could be assessed as “egregious”
22 penalties pursuant to the new PAGA statute, hence the \$50,000 allocation. The proposed
23 settlement of \$4,600,000 represents approximately 21% of the \$22,000,000 maximum exposure
24 and constitutes a fair, adequate, and reasonable compromise in light of the litigation risks.
25 Defendants contend Plaintiff cannot establish a prima facie Equal Pay Act claim because alleged
26 male comparators performed different and more advanced work and further argue that any
27 disparities were explained by tenure, prior experience, managerial duties, or project scope. They
28 also maintain that class certification is unlikely because the proposed class of 305 women spans

1 numerous job titles of which many lack male comparators, and that any trial would devolve into
2 numerous individualized mini-trials. Defendants additionally argue that PAGA penalties, if any,
3 would be capped at 15% under Labor Code § 2699(g) or reduced further under § 2699(e)(2), and
4 that a good faith dispute defeats waiting time penalty exposure. In assessing reasonableness, I also
5 considered comparative outcomes, including the recent Disney EPA class action settlement, where
6 certified claims with trial imminent resolved for an average of \$3,090 per plaintiff; by contrast,
7 the proposed settlement here provides materially greater per-capita relief at an earlier stage,
8 reinforcing the fairness of the compromise.

9 28. The Court has asked for clarification regarding distribution to the LWDA: the Parties have
10 updated the language throughout to reflect a 65%/35% distribution. See Updated Settlement
11 Agreement, Ex. 2.

12 29. The Court has asked for edits to the Class Notice. Attached hereto as Exhibit 2 and 3 are
13 true and correct copies of a clean and redlined version of the Updated Class Notice. The clean
14 Updated Class Notice is also attached to the Updated Settlement Agreement.

15 30. The Court has asked for clarifications and/or explanations regarding the subclasses; class
16 periods; and class prerequisites.

17 The Settlement Class includes all women alleged to have been jointly employed by Fox
18 and Tubi in the United States at the Senior Vice President level or below, during the Class Period,
19 defined as August 29, 2020 to February 27, 2025 (excluding individuals who previously released
20 claims or signed separation agreements), except Sarah Ekstrom.⁴ The California claim is
21 essentially a four year claim because of Business & Professions Code section 17200, with the
22 addition of the additional time due to the Parties' tolling agreement.

23 The Collective includes all women alleged to be jointly employed by Fox and Tubi in the
24 United States at the Senior Vice President level or below (excluding individuals who previously
25 released claims or signed separation agreements) at any time during the Collective Period, defined
26 as August 29, 2021 to February 27, 2025 (excluding individuals who previously released claims
27

28 ⁴ As noted previously Sarah Ekstrom previously sought to represent the Class. She has requested
to be excluded from the Settlement Class. Defendants do not oppose that request.

1 or signed separation agreements), excluding Sarah Ekstrom. The Collective claim is essentially a
2 three year claim due to the FLSA, with the addition of the additional time due to the Parties' tolling
3 agreement.

4 PAGA Group Members includes all women alleged to be jointly employed by Fox and
5 Tubi in the United States at the Senior Vice President level or below at any time during the PAGA
6 Period, defined as October 30, 2023 to February 27, 2025 (excluding individuals who previously
7 released claims or signed separation agreements), regardless of whether or not they opt out of the
8 Class or opt in to the Collective, again excluding Sarah Ekstrom.

9 These definitions are consistent with the pleadings and settlement agreement. The
10 accompanying declaration from counsel confirms the bases for these time periods, including the
11 statute of limitations and tolling considerations. Further, as the data described in the declaration of
12 counsel evidences, there is a pay disparity between men and women across numerous job titles in
13 both California and across the country that warrants preliminary approval and class treatment at
14 minimum for settlement purposes. Specifically, the pay disparity issues faced by female Tubi
15 workers in California are the same as those faced throughout the country – that is what this
16 settlement is designed to address.

17 **A. Class Action Prerequisites Have Been Met**

18 The Court has asked for a briefing on the issues of: commonality, adequacy, and typicality.
19 The community of interest requirement has three essential elements: “(1) predominant questions
20 of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class
21 representatives who can adequately represent the class.” *Linder v. Thrifty Oil Co.* (2000) 23 Cal.
22 4th 429, 435. Each of these criteria is met in this case.

23 **a. Predominance**

24 “Predominance” is not specifically itemized on the complex courthouse checklist, but as
25 indicated above, it is an element for certification. It is satisfied abundantly in this case. The
26 “ultimate question” presented by the element of predominance is whether “the issues which may
27 be jointly tried, when compared with those requiring separate adjudication, are so numerous or
28 substantial that the maintenance of a class action would be advantageous to the judicial process

1 and to the litigants.” (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004, 1024.) Claims should
2 be certified where they arise from the same nucleus of facts. (*Richmond v. Dart Industries, Inc.*
3 (1981) 29 Cal.3d 462, 470; *Linder v. Thrifty Oil* (2000) 23 Cal.4th 429, 435.) Central to the
4 predominance inquiry is the defendant's uniform conduct toward the class. (*Vasquez v. Superior*
5 *Court* (1971) 4 Cal.3d 800, at 810-11.) Here, the common question underlying the claims of
6 Plaintiff and the Settlement Class include, but are not limited to:

- 7 • Whether Plaintiff and members of the proposed class are subject to and
8 entitled to the benefits of Wage and Hour statutes;
- 9 • Whether Defendants have/had a policy and/or practice of not paying class
10 members all final wages owed upon termination of employment.

11 Here, common questions predominate with respect to each of the claims alleged by Plaintiff
12 on behalf of the Class because the issue of the legality of Defendants’ pay policies and practices
13 is an issue that predominates the claims of all Participating Class Members. Conditional
14 certification of these claims is further supported by the fact that manageability or due process
15 concerns are eliminated or mitigated in the settlement context. *Dunk*, 48 Cal. App. 4th at 1807
16 n.19.

17 b. Typicality

18 Typicality does not require that the plaintiff's claims be identical or even substantially
19 identical with those of other class members; as long as the claims of the class members are based
20 on the same legal theories, even pronounced factual variances will not defeat typicality. (*Classen*
21 *v. Weller* (1983) 145 Cal.App.3d 27, 46; *Anthony v. General Motors Corp.* (1973) 33 Cal.App.3d
22 699, 704; *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1120). “A plaintiff’s claim is
23 typical of the claims of the proposed class members if it is aligned with the claims of other class
24 members... The theory behind this prerequisite is that a plaintiff with typical claims will pursue
25 her own self-interest and advance the interests of class members.” (*In re United Energy Corp.*
26 *Solar Power Modules Tax Shelter Investments Sec. Litig.* (C.D. Cal. 1988) 122 F.R.D. 251, 256).

27 “The test of typicality is whether other [class] members have the same or similar injury,
28 whether the action is based on conduct which is not unique to the named plaintiffs, and whether

1 other class members have been injured by the same course of conduct.” *Seastrom v. Neways, Inc.*,
2 149 Cal. App. 4th 1496, 1502 (2007) (internal citation omitted). Here, Plaintiff is a former
3 employee who alleges she was injured by discriminatory policies and procedures in the same or
4 similar way that other Class Members were injured; at all relevant times, Plaintiff and other Class
5 Members were regular, full-time employees at the Senior Vice President level or below, and
6 Plaintiff and the other Class Members were subject to the same handbooks and policies and
7 procedures during the Class Period. Thus, Plaintiff is typical of the Class

8 Plaintiff’s claims, each of which arise from Defendants’ uniform policies, are aligned with
9 the other class members’ claims. In pursuing her own claims, Plaintiff is thus simultaneously
10 advancing the interests of all potential class members.

11 c. Adequacy

12 The requirement that class representatives fairly and adequately represent the class is met
13 by fulfilling two conditions: (a) the named plaintiff must be represented by counsel experienced
14 and qualified to conduct the pending litigation; and (b) the named plaintiff’s interests cannot be
15 antagonistic to those of the potential class members. (*McGhee v. Bank of America* (1976) 60
16 Cal.App.3d 442, 450.) Class counsel and the class representative meet the adequacy requirement.
17 Specifically, with regard to proposed class counsel, has significant class action (including wage
18 and hour), is competent, and has been competent in representing the putative class. Further, the
19 Settlement itself speaks to the competence of Class Counsel. Class Counsel has secured a
20 settlement that achieves substantial benefits to the Settlement Class members, without incurring
21 unnecessary expense or risk of further litigation, trial, and appeals, and without extinguishing other
22 claims that Defendants’ employees may raise regarding their employment.

23 “Adequacy of representation depends on whether the plaintiff’s attorney is qualified to
24 conduct the proposed litigation and the plaintiff’s interests are not antagonistic to the interests of
25 the class.” *Caro v. Proctor & Gamble Co.*, 18 Cal. App. 4th 644, 669 n.21 (1993) (quoting *McGhee*
26 *v. Bank of Am.*, 60 Cal. App. 3d 442, 450 (1976)). Here, Class and Collective Counsel is qualified
27 to conduct this class action litigation. Plaintiff is also committed to representing the interests of
28 the Class and does not have a conflict with the interests of the Class.

1 Plaintiff also satisfies the adequacy requirement. Not only are her interests not antagonistic
2 to those of the other members of the Settlement Class, they are wholly aligned. Further, Plaintiff
3 assisted counsel throughout the case, and always did what was requested of her, including
4 obtaining and searching for documents. (*Id.*) As the California Supreme Court held in *Richmond*,
5 “only a conflict that goes to the very subject matter of the litigation will defeat a party's claim of
6 representative status.” (29 Cal.3d at 470 [reversing an order denying class certification]; accord,
7 *National Solar Equipment Owners' Ass 'n v. Grumman Corp.* (1991) 235 Cal.App.3d 1273, 1285
8 [reversing an order denying class certification, finding no irreconcilable conflict].) In this case,
9 not only is there not any conflict, but Plaintiff's interests are essentially identical, if not entirely
10 identical, to the interests of all the members of the Settlement Class. Furthermore, Plaintiff has
11 been substantially involved, proactive, and very helpful in the case.

12 31. Attached hereto as Exhibit “4” is a true and correct copy of the Redlined Updated
13 Settlement Agreement without exhibits attached.

14 32. Attached hereto as Exhibit “5” is a true and correct copy of the Proof of Service of the
15 updated Settlement Agreement to the LWDA.

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

18 Executed this 1st day of October 2025 in Los Angeles, California.

19
20 

21 _____
22 ELANA R. LEVINE
23
24
25
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28

EXHIBIT "1"

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Settlement” or “Agreement”) is made by and between Valentina Montagna (“Plaintiff”), Fox Corporation (“Fox”), and Tubi, Inc. (“Tubi” and, collectively with Fox, “Defendants”). Plaintiff and Defendants collectively are referred to in this Agreement as the “Parties,” and each a “Party.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” means the civil action entitled *Montagna v. Fox Corporation, et al.*, designated as Case No. CGC-25-622792, pending in the Superior Court of the State of California for the County of San Francisco (the “Court”).
- B. “Class” means, collectively, women alleged to be jointly employed by Fox and Tubi in the United States as a Covered Employee at any time during the Class Period.
- C. “Class and Collective Counsel” means Michael Alder and Elana R. Levine of the law firm of AlderLaw, PC and V. Joshua Socks and Elizabeth R. Malay of the law firm of Sempervirens Law LLP.
- D. “Class and Collective Counsel Fees Payment” and “Class and Collective Counsel Litigation Expenses Payment” mean the amounts awarded to Class and Collective Counsel by the Court to compensate them for fees and expenses, respectively, in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- E. “Class and Collective Data” means, for each Class Member and Collective Action Plaintiff, her name; last known mailing address; Social Security number; email address (if known); and total compensation during the Class Period and Collective Period.
- F. “Class Members” means all members of the Class, except that former Tubi employee Sarah Ekstrom, who is a plaintiff in a separate action against Defendants currently on appeal, is explicitly excluded and shall not be entitled to any benefits or subject to any obligations arising from this Agreement.
- G. “Class Settlement Share” means the portion of the Net Settlement Amount allocable to each Class Member provided by this Agreement.
- H. “Class Settlement Share Check” means the settlement check received by a Participating Class Member containing the respective Class Settlement Share.

- I. “Collective Settlement Share” means the portion of the Net Settlement Amount allocable to each Collective Action Plaintiff provided by this Agreement.
- J. “Collective Settlement Share Check” means the settlement check received by a Collective Action Plaintiff containing the respective Collective Settlement Share.
- K. “Class Period” means August 29, 2020 to February 27, 2025.
- L. “Class Representative Service Payment” means the service payment made to Plaintiff in her capacity as Class Representative to compensate her for initiating and pursuing the Action, undertaking the risk of liability for attorneys’ fees and expenses in the event she was unsuccessful in the prosecution of the Action, and for the general release provided for in this Agreement.
- M. “Collective” or “Collective Action Plaintiff” means women alleged to be jointly employed by Fox and Tubi in the United States as a Covered Employee at any time during the Collective Period.
- N. “Collective Period” means August 29, 2021 to February 27, 2025.
- O. “Covered Employee” means 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.
- P. “Defendants’ Counsel” means Molly M. Lens, Lauren Averill, and Katja Kukielski of O’Melveny & Myers LLP.
- Q. “Effective Date” means the date by which all of the following have occurred:
 - 1. Defendants have not voided this Agreement pursuant to Section III.E.5;
 - 2. the Court renders the Judgment; and
 - 3. the Judgment becomes Final.
- R. “Final” means the last of the following dates, as applicable:
 - 1. If no objection to the Settlement is made, the date 65 days after the date the Judgment is entered.
 - 2. If an objection to the Settlement is made and Judgment is entered, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 - 3. If Judgment is entered and a timely appeal from the Judgment is filed, the date 15 days after the date the Judgment is affirmed and is no longer subject to appeal.

- S. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- T. “Gross Settlement Amount” means the maximum amount to be paid by Defendants as provided by this Agreement. The Gross Settlement Amount is Four Million and Six Hundred Thousand Dollars (\$4,600,000).
- U. “Judgment” means the Order and Final Judgment Granting Final Approval of Class and Collective Action Settlement entered by the Court substantially in the form attached hereto as **Exhibit C** to this Agreement and incorporated by reference into this Agreement.
- V. “LWDA” means the Labor and Workforce Development Agency.
- W. “LWDA Payment” means the LWDA’s share of the PAGA Payment, which is attributable to civil penalties under PAGA.
- X. “Motion for Final Approval” means a motion for final approval of the Settlement and payment of the Settlement Administrator’s reasonable fees and expenses.
- Y. “Motion for Preliminary Approval” means a motion for an order granting Preliminary Approval of the Settlement, conditionally certifying the Class and Collective, setting a date for the Final Approval Hearing, and approving the Notice.
- Z. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for (1) the PAGA Payment, (2) the Class Representative Service Payment, (3) the Class and Collective Counsel Fees Payment, (4) the Class and Collective Counsel Litigation Expenses Payment, (5) the Settlement Administrator’s fees and expenses, and (6) any other fees or expenses (other than attorneys’ fees and expenses) incurred in implementing the terms and conditions of this Agreement and securing the Judgment pursuant to the Agreement.
- AA. “Non-Participating Class Member” means a Class Member who submits a valid and timely Opt-Out Statement.
- BB. “Non-Participating Collective Action Plaintiff” means a Collective Action Plaintiff who does not submit a valid and timely Opt-In Decision.
- CC. “Non-Wage Portion” means two-thirds of each Class Settlement Share and Collective Settlement Share. One-half of the Non-Wage Portion is in settlement of claims for interest and one-half of the Non-Wage Portion is in settlement of claims for penalties allegedly due to employees.
- DD. “Notice” means the Notice of Proposed Class and Collective Action Settlement and Final Approval Hearing substantively in the form attached hereto as **Exhibit A** to this Agreement and incorporated by reference into this Agreement.

- EE. “Opt-In Decision” means the timely cashing of a Collective Settlement Share Check by a Collective Action Plaintiff in accordance with the instructions in the Notice.
- FF. “Opt-Out Statement” means the written request by a Class Member to exclude herself from the Settlement that is submitted in accordance with the instructions in the Notice.
- GG. “PAGA” means the Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*
- HH. “PAGA Group Members” means women alleged to be jointly employed by Fox and Tubi in the United States as a Covered Employee at any time during the PAGA Period, regardless of whether or not they will opt out of the Class or not opt in to the Collective.
- II. “PAGA Payment” means \$50,000, which will be deducted from the Gross Settlement Amount to resolve the claims of the PAGA Group Members under PAGA during the PAGA Period.
- JJ. “PAGA Payment Check” means the settlement check received by a PAGA Group Member containing the respective PAGA Group Member’s pro rata share of the PAGA Payment.
- KK. “PAGA Period” means October 30, 2023 to February 27, 2025.
- LL. “Participating Class Member” means a Class Member who does not submit a valid and timely Opt-Out Statement.
- MM. “Participating Collective Action Plaintiff” means a Collective Action Plaintiff who submits a valid and timely Opt-In Decision.
- NN. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of Class and Collective Action Settlement substantially in the form attached hereto as **Exhibit B** to this Agreement and incorporated by this reference herein.
- OO. “Pro Rata Share” means the total compensation earned by a Participating Class Member or Collective Action Plaintiff divided by the aggregate total compensation earned by all Participating Class Members and Collective Action Plaintiffs.
- PP. “Released Parties” means (i) Fox and Tubi; (ii) their respective current and former subsidiaries and affiliated entities; (iii) the respective predecessors and successors of each entity listed in (i) and (ii); and (iv) all of the incumbent and former officers, directors, owners, members, managers, shareholders, investors, agents, insurers, attorneys, employees, fiduciaries, successors, assigns, and representatives, in their

individual and/or representative capacities of each entity referenced in and/or encompassed by (i), (ii) and (iii).

QQ. “Settlement Administrator” means the third-party settlement administrator proposed by the Parties and approved by the Court.

RR. “Wage Portion” means one-third of each Class Settlement Share and Collective Settlement Share, which is in settlement of wage claims.

II. RECITALS

A. On December 16 and 17, 2024, the Parties participated in mediation presided over by Antonio Piazza, a respected mediator of class actions and complex litigation. During the mediation, each side, represented by its respective counsel, recognized the substantial risk of an adverse result in the Action.

B. On February 27, 2025, Plaintiff commenced this Action in the Court. In her Complaint, Plaintiff brought a putative class and representative action against Defendants, seeking damages, statutory penalties, and civil penalties under PAGA. Plaintiff alleges that Defendants discriminated against women in hiring, pay, and promotions. Based on these allegations, Plaintiff asserts the following claims against Defendants:

1. violation of the California Equal Pay Act, California Labor Code §§ 1197.5, 1194.5;
2. gender discrimination in violation of the Fair Employment and Housing Act, California Government Code §§ 12940 *et seq.*;
3. failure to prevent gender discrimination in violation of the Fair Employment and Housing Act, California Government Code § 12940(k);
4. failure to pay wages at the time of termination, California Labor Code §§ 201-203;
5. unlawful and unfair business practices, California Business and Professions Code §§ 17200 *et seq.*; and
6. penalties pursuant to PAGA, California Labor Code §§ 2698 *et seq.*

C. Following the mediation and the filing of the Complaint, the Parties continued to engage in settlement negotiations and agreed to settle the Action. This Agreement replaces and supersedes all other agreements, understandings, or representations between the Parties concerning the subject matter of this Agreement.

D. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by

Defendants that Plaintiff's claims in the Action have merit or that Defendants bear any liability to Plaintiff, the Class, or the Collective on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action.

- E. For the avoidance of doubt, former Tubi employee Sarah Ekstrom is explicitly excluded from this settlement.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendants may be obligated to pay in connection with the Settlement is Four Million and Six Hundred Thousand Dollars (\$4,600,000.00). This amount is all-inclusive of all payments contemplated in this Agreement, excluding any employer-side payroll taxes on the portion of the Class Settlement Shares and Collective Settlement Shares allocated to wages which will be separately paid by Defendants to the Settlement Administrator.
- B. **Payments From the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
 - 1. **To Plaintiff:** In addition to her Class Settlement Share and Collective Settlement Share, Plaintiff will apply to the Court for an award of not more than \$10,000.00 as her Class Representative Service Payment. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment of no more than \$10,000.00. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than \$10,000.00, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members and Collective Action Plaintiffs. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payment and instead a Form 1099 will be issued to Plaintiff with respect to the payment. Plaintiff will assume full responsibility and liability for the taxes due on the Class Representative Service Payment. To receive the payment, Plaintiff agrees to a 1542 waiver and a general release of all claims, as set forth below.
 - 2. **To PAGA Group Members:** The Settlement Administrator will pay 35% of the PAGA Payment approved by the Court out of the Gross Settlement

Amount. PAGA Group Members will receive equal portions of the funds allocated per capita. The Settlement Administrator shall provide the PAGA Payment to each PAGA Group Member, whether or not they opt out of the Class or into the Collective, and issue a separate PAGA Payment Check. Forms 1099 will be issued to each Class Member and Collective Action Plaintiff with respect to their share of the PAGA Payment. If the Court approves a PAGA Payment of less than \$17,500, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members and Collective Action Plaintiffs.

3. **To the Labor and Workforce Development Agency:** The Settlement Administrator will pay 65% of the PAGA Payment approved by the Court out of the Gross Settlement Amount as the LWDA Payment. If the Court approves a PAGA Payment of less than \$32,500, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members and Collective Action Plaintiffs.
4. **To Class and Collective Counsel:** Class and Collective Counsel will apply to the Court for an award of not more than 30% of the Gross Settlement Amount, or \$1,380,000, as their Class and Collective Counsel Fees Payment, and for an award equaling all expenses incurred in this Action, as documented in Class and Collective Counsel's billing records, as their Class and Collective Counsel Litigation Expenses Payment. Defendants will not oppose Class and Collective Counsel's request for a Class and Collective Counsel Fees Payment and Class and Collective Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class and Collective Counsel Fees Payment of less than \$1,380,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members and Collective Action Plaintiffs. Payroll tax withholding and deductions, if any, will not be taken from the Class and Collective Counsel Fees Payment and Class and Collective Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class and Collective Counsel with respect to those payments. Class and Collective Counsel will bear full responsibility and liability for the taxes due on their Class and Collective Counsel Fee Payment and Class and Collective Counsel Litigation Expenses Payment.
5. **To the Settlement Administrator:** The Settlement Administrator will pay to itself out of the Gross Settlement Amount its reasonable fees and expenses that are documented and approved by the Court.
6. It is expressly understood and agreed by the Parties that Sarah Ekstrom is excluded from the Gross Settlement Amount and Net Settlement Amount

distributions, and she shall not receive any payment or benefit arising from this Agreement.

C. **Payments From the Net Settlement Amount.** Subject to the terms and conditions of this Agreement, the Net Settlement Amount is the amount remaining after the deductions have been made from the Gross Settlement Amount, as described in Section III.B. of this Agreement. The Settlement Administrator will calculate a Class Settlement Share from the Net Settlement Amount for each Class Member and a Collective Settlement Share from the Net Settlement Amount for each Collective Action Plaintiff, and provide a Class Settlement Share Check to each Participating Class Member and a Collective Settlement Share Check to each Collective Action Plaintiff, as follows:

1. **Calculation.** 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.

2. **Withholding.**

- a. Subject to approval by the Court, one-third of each Participating Class Settlement Share and Collective Settlement Share is the Wage Portion. Accordingly, the Wage Portion is subject to wage withholdings and will be reported on IRS Form W-2. The Settlement Administrator will be responsible for remitting to the tax authorities Participating Class Members' and Participating Collective Action Plaintiffs' share of all payroll taxes on the Wage Portion.
- b. Subject to approval by the Court, two-thirds of each Participating Class Settlement Share and Collective Settlement Share is the Non-Wage Portion. The Non-Wage Portion will not be subject to wage withholdings; instead, the Settlement Administrator will issue to each Participating Class Member and Participating Collective Action Plaintiff an IRS Form 1099.
- c. Participating Class Members and Participating Collective Action Plaintiffs agree to hold harmless Defendants, Class and Collective Counsel, and Defendants' Counsel for any tax liability, including

penalties and interest, arising out of or relating to the Participating Class Members and/or Participating Collective Action Plaintiffs' failure to pay taxes on any amounts paid pursuant to this Settlement.

3. **Effect of Non-Participating Class Members and Non-Participating Collective Action Plaintiffs.** Non-Participating Class Members and Non-Participating Collective Action Plaintiffs will not participate in or be bound by the Settlement. Non-Participating Class Members will not receive a Class Settlement Share Check but will be included with those other Class Members and Collective Action Plaintiffs counted for purposes of calculating Class Settlement Shares and Collective Settlement Shares; however, Non-Participating Class Members will submit a valid and timely Opt-Out Statement and thereafter will not receive a Class Settlement Share Check. 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* basis relative to their Class Settlement Shares and Collective Settlement Shares. Non-Participating Collective Action Plaintiffs will receive a Collective Settlement Share Check and will be included with those other Class Members and Collective Action Plaintiffs counted for purposes of calculating Class Settlement Shares and Collective Settlement Shares; however, Non-Participating Collective Action Plaintiffs will not submit a valid and timely Opt-In Decision (i.e., they will not cash the Collective Settlement Share Check they receive). 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.

- D. **Appointment of Settlement Administrator.** The Parties will ask the Court to appoint a mutually acceptable Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing to all Class Members and Collective Action Plaintiffs the Notice; conducting a National Change of Address search to update Class Member and Collective Action Plaintiff addresses before mailing the Notices; re-mailing Notices that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members and Collective Action Plaintiffs; receiving and reviewing for validity completed Opt-Out Statements from Class Members; providing the Parties with weekly status reports about the delivery of Notices and receipt of completed Opt-Out Statements and; calculating Class Settlement Shares and Collective Settlement Shares; issuing the Class Settlement Share Checks and Collective Settlement Share checks to effectuate the payments due under the Agreement; providing the Parties with weekly status reports about the receipt of completed Opt-In Decisions; issuing

the tax reports required under this Agreement; and otherwise administering this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Class Settlement Share and Collective Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Notices, will be paid out of the Gross Settlement Amount.

Separate and apart from the Gross Settlement Amount, the Settlement Administrator shall calculate and Defendants shall pay to the Settlement Administrator the employer's share of any statutory FICA, FUTA, and other payroll taxes arising from any payments to Participating Class Members and Participating Collective Action Plaintiffs. The Settlement Administrator shall be responsible for remitting those taxes to the appropriate state and federal taxing authorities, filing the required tax returns and issuing the required IRS forms to the Participating Class Members and Participating Collective Action Plaintiffs.

E. Procedure for Approving Settlement.

1. Motion for Preliminary Approval of Settlement by the Court.

- a. After execution of this Agreement, the Parties jointly will file with the Court the Motion for Preliminary Approval. The Parties will work together in good faith to address any concern among the Parties regarding the Notice, the proposed orders, or other documents necessary to implement the Settlement.
- b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by **Exhibit B** to this Agreement and incorporated by reference into this Agreement.
- c. Should the Court decline to preliminarily approve all material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members and Participating Collective Action Plaintiffs, the binding effect of the Settlement on Participating Class Members and Participating Collective Action Plaintiffs, or the Gross Settlement Amount (regardless of the amount of the change)), or order material changes to the Settlement to which the Parties do not agree, the Parties will work together in good faith to address any concerns raised by the Court and, if possible, propose a revised Settlement for the Court's approval. An order awarding less than what was sought for the Class Representative Service Payment, the Class and Collective Counsel Fees Payment, or the Class and Collective Counsel Litigation

Expenses Payment will not be a material modification of the Settlement.

2. **Notice to LWDA.** Plaintiff shall timely submit to the LWDA a file-stamped copy of the Complaint and amended Complaint, this Agreement, the Motion for Preliminary Approval, the Motion for Final Approval, the proposed Judgment in this Action, and a copy of any other order providing for or denying an award of civil penalties, in compliance with California Labor Code §§ 2699(l)
3. **Notice to Class Members.** After the Court enters its Order Granting Preliminary Approval of the Settlement, every Class Member and Collective Action Plaintiff will be sent the Notice (which will include the Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Settlement Share and Collective Settlement Share) as follows:
 - a. No later than 20 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendants will provide to the Settlement Administrator a spreadsheet containing the Class and Collective Data. If any or all of the Class and Collective Data is unavailable to Defendants, Defendants will so inform Class and Collective Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class and Collective Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in Section III.E.3.c, or pursuant to Defendants' express written authorization or by order of the Court. All Class and Collective Data, in whole or in part, will be used for settlement notification and settlement administration and will not be used for any other purpose by Class and Collective Counsel. This provision will not be construed to impede Class and Collective Counsel's ability to discharge their fiduciary duties to the Class, and if additional disclosures are necessary, Class and Collective Counsel will obtain written authorization of Defendants and/or an order from the Court.
 - b. Upon receiving the Class and Collective Data, the Settlement Administrator will update the Class and Collective Data using the National Change of Address database prior to mailing the Notices. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class and Collective Data, the Settlement Administrator will mail the Notices to all Class Members and Collective Action Plaintiffs via first-class regular U.S. Mail using the mailing address information provided by Defendants,

unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.

- c. If a Notice is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than 10 days from receipt of the returned packet, search for a more current address for the Class Member or Collective Action Plaintiff using Accurant or other reasonable and cost-effective skip trace methods, and re-mail the Notice to the Class Member or Collective Action Plaintiff. If after performing an address trace the Notice is still undeliverable or a more current address is not identified by other means, the Settlement Administrator may employ an investigator to find an updated address for any Class Member or Collective Action Plaintiff. The cost of the investigator shall be deducted from the Class Member's or Collective Action Plaintiff's individual monetary award. If the Notice is re-mailed, the response date for that Class Member's or Collective Action Plaintiff's written objections, disputes and opt-outs will be extended an additional 15 days, and the Settlement Administrator will note for its own records and notify Class and Collective Counsel and Defendants' Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.
- d. As part of its weekly status report, the Settlement Administrator will inform Class and Collective Counsel and Defendants' Counsel of the number of Opt-Out Statements it receives (including the numbers of valid and deficient), and number of objections received.
- e. Not later than 10 days before the date by which the Parties jointly file the Motion for Final Approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Opt-Out Statements it received (including the numbers of valid and deficient) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

4. Objections to Settlement; Disputes as to Total Compensation; Opt-Out Statements; Opt-In Decisions.

- a. **Objections to Settlement.** The Notice will provide that only Participating Class Members and Collective Action Plaintiffs who wish to object to the Settlement, PAGA Payment, Class and

Collective Counsel Fees Payment, Class and Collective Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment may object to the proposed Settlement, either in writing, orally at the Final Approval Hearing, or both. Objections in writing must be submitted to the Settlement Administrator, postmarked no later than 45 days after the Settlement Administrator mails the Notices. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Notice. If a Notice is re-mailed, the response date for that Participating Class Member's or Collective Action Plaintiff's written objections will be extended an additional 15 days. Class Members and Collective Action Plaintiffs will be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, PAGA Payment Class and Collective Counsel Fees Payment, Class and Collective Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment. Plaintiff and Non-Participating Class Members will not have any ability to comment on or object to the Settlement.

- b. **Disputes as to Total Compensation.** Each Participating Class Member and Collective Action Plaintiff will also have 45 days after the Settlement Administrator mails the Notices in which to dispute the total compensation earned by the Class Member or Collective Action Plaintiff during the Class Period or Collective Period that the Notice reflects. Any notice of dispute will be directed to the Settlement Administrator. Any dispute as to this allocation will be resolved by the Settlement Administrator, with input and assistance from Defendants' Counsel, where applicable. If a Notice is re-mailed, the response date for disputes will be extended an additional 15 days.
- c. **Opt-Out Statement.** The Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than 45 days after the Settlement Administrator mails the Notices, a signed Opt-Out Statement. If a Notice is re-mailed, the response date for opt-outs will be extended an additional 15 days. To be valid, an Opt-Out Statement must be timely and must comply with the instructions in the Notice. If a question is raised about the authenticity of a signed Opt-Out Statement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment and will not receive a Class Settlement Share, but will retain the right, if any, she may have to pursue a claim against Defendants. A Class Member who does not complete and mail a timely Opt-Out

Statement in the manner and by the deadline specified above and in the Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether she has objected to the Settlement. Neither Plaintiff nor Class Members who submit an Opt-Out Statement will be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

- d. **Opt-In Decision.** The Notice also will provide that Collective Action Plaintiffs who wish to include themselves in the Settlement must submit an Opt-In Decision by timely cashing their Collective Settlement Share Check as set forth in the Notice. To be valid, an Opt-In Decision must be timely and must comply with the instructions in the Notice. Envelopes with funds to Collective Action Plaintiffs shall be labeled so as to notify them that the contents are related to this action. If a question is raised about the authenticity of an Opt-In Decision, the Settlement Administrator will have the right to demand additional proof of the Collective Action Plaintiff's identity. A Non-Participating Collective Action Plaintiff will not participate in or be bound by the Settlement and the Judgment and will not cash her Collective Settlement Share Check, but will retain the right, if any, she may have to pursue a claim against Defendants. A Participating Collective Action Plaintiff who completes a timely Opt-In Decision in the manner and by the deadline specified in the Notice will become a Participating Collective Action Plaintiff and will be bound by all terms and conditions of the Settlement, including the Participating Collective Action Plaintiffs' Released Claims, if the Settlement is approved by the Court, and by the Judgment, regardless of whether she has objected to the Settlement.
 - e. **Report.** Not later than 21 days after the deadline for submission of Opt-Out Statements, the Settlement Administrator will provide Class and Collective Counsel and Defendants' Counsel with a complete and accurate list of all Participating Class Members and Non-Participating Class Members. Not later than 21 days after the deadline for submission of Opt-In Decisions, the Settlement Administrator will provide Class and Collective Counsel and Defendants' Counsel with a complete and accurate list of all Participating Collective Action Plaintiffs and Non-Participating Collective Action Plaintiffs.
5. **Right of Defendants to Reject Settlement.** If the number of Class Members who timely submit valid Opt-Out Statements exceeds five percent

(5%) of the Class, Defendants, at their sole discretion, will have the right but not the obligation to revoke the Settlement. Defendants will exercise their revocation rights, if at all, within 30 days of the deadline for submission of Opt-Out Statements by providing written notice to Class and Collective Counsel. If Defendants exercise their revocation rights, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendants will pay the Settlement Administrator's reasonable expenses and fees incurred as of the date that Defendants exercise their right to void the Settlement and the Parties shall stipulate to an order striking the amended Complaint as detailed in Section III.I.1.

6. **No Solicitation.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member or Collective Action Plaintiff to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
7. **Additional Briefing and Final Approval.**
 - a. Not later than 16 court days before the Final Approval Hearing, the Parties jointly will file with the Court the Motion for Final Approval.
 - b. Unless otherwise ordered by the Court, Class and Collective Counsel will file with the Court their motion for the Class and Collective Counsel Fees Payment, the Class and Collective Counsel Litigation Expenses Payment and the Class Representative Service Payment no later than the date the Parties jointly file the Motion for Final Approval, and Class and Collective Counsel's motion will be scheduled to be heard by the Court at the Final Approval Hearing.
 - c. If any opposition is filed to the Motion for Final Approval and/or the motion for the Class and Collective Counsel Fees Payment, the Class and Collective Counsel Litigation Expenses Payment, and the Class Representative Service Payment, then not later than 5 court days before the Final Approval Hearing, the Parties may jointly file a reply in support of the motion for final approval, and Plaintiff and Class and Collective Counsel may also file a reply in support of their motion for the Class Representative Service Payment, the Class and Collective Counsel Fees Payments, and the Class and Collective Counsel Litigation Expenses Payment.
 - d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members or Participating Collective Action

Plaintiffs, the binding effect of the Settlement on Participating Class Members and Participating Collective Action Plaintiffs, or the Gross Settlement Amount (regardless of the amount of the change)), then the Parties will work together in good faith to address any concerns raised by the Court and, if possible, propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class and Collective Counsel for the Class Representative Service Payment, the Class and Collective Counsel Fees Payment, or the Class and Collective Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph and will not require modification of the Settlement other than reallocation of the Gross Settlement Amount consistent with the terms of this Agreement.

- e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as **Exhibit C**. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

- 8. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms and conditions of this Agreement, Plaintiff, Participating Class Members and Participating Collective Action Plaintiffs who did not timely submit an objection to the Settlement, Defendants, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-Judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment will therefore become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-Judgment proceedings. If an appeal is taken from the Judgment, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
- 9. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members and

Participating Collective Action Plaintiffs, the binding effect of the Settlement on Participating Class Members and Participating Collective Action Plaintiffs, or the Gross Settlement Amount (regardless of the amount of the change)), and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Party will have the right to void the Settlement, which the Party must do by giving written notice to the other Party, the reviewing court, and the Court not later than 30 days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payments or the Class and Collective Counsel Fees Payment or Class and Collective Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendants' obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

10. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Within 20 days of the Effective Date, as defined in this Agreement, Defendants will transfer to the Settlement Administrator the Gross Settlement Amount and Defendants' share of payroll taxes. Within 10 days thereafter, in accordance with this Agreement, the Settlement Administrator will issue to Participating Class Members all Class Settlement Shares and to Collective Action Plaintiffs all Collective Settlement Shares; to PAGA Group Members, their pro rata share of 35% of the PAGA Payment; to the LWDA, 65% of the PAGA Payment; to Plaintiff, the Class Representative Service Payment; to Class and Collective Counsel, the Class and Collective Counsel Fees Payment and the Class and Collective Counsel Litigation Expenses Payment; and to the Settlement Administrator, its reasonable fees and expenses. Envelopes with funds to Class Members shall be labeled so as to notify them that the contents are related to this action.
11. **Uncashed Settlement Share Checks.** The face of each Class Settlement Share Check and each Collective Settlement Share Check shall clearly state that it must be cashed within 180 days after it is mailed to her. A Participating Class Member must cash her Class Settlement Share Check and a Participating Collective Action Plaintiff must cash her Collective Settlement Share Check within 180 days after it is mailed to her. If a Participating Class Member or Collective Action Plaintiff's Class Settlement Share Check or Collective Settlement Share Check is not cashed within 120 days after its last mailing to the Participating Class Member or Collective Action Plaintiff, the Settlement Administrator will also send the affected Participating Class Member or Collective Action Plaintiff a reminder notice informing her that, unless the Class Settlement Share Check and/or Collective Settlement Share Check is cashed in the next 60 days, it

will expire and become non-negotiable, and offer to replace the check or checks if they were lost or misplaced but not cashed. If the check or checks remain uncashed by the expiration of the 30-day period after this reminder notice, the Settlement Administrator shall attempt to contact those Participating Class Members and Collective Action Plaintiffs via telephone (and may also use email if the Settlement Administrator has an email address for the individual). If the check or checks remain uncashed by the expiration of the 60-day period after this reminder notice, (i) the funds from such uncashed checks will be paid to an organization jointly selected by the Parties consistent with section 384 of the California Code of Civil Procedure; (ii) if the Class Settlement Share Check remains uncashed by a Participating Class Member, the Participating Class Member will remain bound by the release in Section III.F.2; and (iii) if the Collective Settlement Share Check remains uncashed by a Collective Action Plaintiff, the Collective Action Plaintiff is a Non-Participating Collective Action Plaintiff. The Parties agree that this disposition results in no “unpaid residue” within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and Collective Action Plaintiffs, whether or not they all cash their Class Settlement Share Check and/or Collective Settlement Share Check.

12. **Final Report by Settlement Administrator to Court.** Within 10 days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

F. Release and Waiver of Claims.

1. **Plaintiff.** In consideration of her awarded Class Representative Service Payment, her Class Settlement Share, her Collective Settlement Share, and the other terms and conditions of the Settlement, Plaintiff, on behalf of herself and her current, former and future heirs, spouses, executors, administrators, agents, and attorneys, hereby fully and finally releases and discharges the Released Parties from all known and unknown claims she has or may have against the Released Parties, of every nature and description whatsoever, up to the Effective Date. This general release of claims includes but is not limited to any and all known or unknown contract, tort, statutory, common law, constitutional, discrimination, public policy, retaliation, wrongful discharge and other claims of any type whatsoever, to the fullest extent such claims are releasable by law, arising out of Plaintiff’s employment with Defendants (collectively, “Plaintiff’s Released Claims”). This waiver and general release is to be construed consistently with section 1668 of the California Civil Code. Notwithstanding the foregoing, this waiver and general release of claims does not extend to any rights that as a

matter of law cannot be waived and released by private agreement. The Plaintiff's Released Claims include all such respective claims, whether known or unknown. Thus, even if Plaintiff discovers facts and/or claims in addition to or different from those that she now knows or believes to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

2. **Participating Class Members.** In consideration of her Class Settlement Share Check, and the other terms and conditions of the Settlement, each Participating Class Member, on behalf of herself and her current, former and future heirs, spouses, executors, administrators, agents, and attorneys, releases and discharges the Released Parties from any and all known and unknown claims under applicable state, local, and federal law that were or could have been asserted in the Complaint based on or related to the same facts and circumstances as the claims brought in the Action, arising from August 29, 2020 to February 27, 2025, including any and all claims relating to compensation, promotions, and hiring based on gender (collectively, "Participating Class Members' Released Claims") arising under the following laws and their implementing regulations: (i) Title VII of the Civil Rights Act of 1964; (ii) the California Fair Employment and Housing Act, Including but not limited to Cal. Gov't Code §§ 12940, *et seq.*; the California Equal Pay Act, Cal. Lab. Code § 1197.5; the California Fair Pay Act, Cal. Lab. Code § 1197.5 (as of 2016); the California Business & Professions Code §§ 17200, *et seq.*, California Labor Code Sections 201-203; and the Private Attorneys General Act (PAGA), Cal. Lab. Code §§ 2698 *et seq.*; and (iii) for those who work or worked in states outside of California, the state and local laws of similar import in their respective jurisdictions. Notwithstanding the foregoing, Sarah Ekstrom does not release any claims under this Agreement and retains all rights in her separate pending action. The Participating Class Members' Released Claims include all such respective claims, whether known or unknown. Thus, even if a Participating Class Member discovers facts and/or claims in addition to or different from those that she now knows or believes to be true with respect to the subject matter of the Participating Class Members' Released Claims, those claims will remain released and forever barred. Therefore, with respect to the Participating Class Members' Released Claims, each Participating Class Member expressly waives and relinquishes the

provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

3. **Participating Collective Action Plaintiffs.** in consideration of her Collective Settlement Share Check, and the other terms and conditions of the Settlement, each Participating Collective Action Plaintiff, on behalf of herself and her current, former and future heirs, spouses, executors, administrators, agents, and attorneys, releases and discharges the Released Parties from any and all known and unknown claims under the Fair Labor Standards Act (Including the Equal Pay Act, 29 U.S.C. § 206(d)) that were or could have been asserted in the Complaint based on or related to the same facts and circumstances as the claims brought in the Action, arising from August 29, 2021 to February 27, 2025, including but not limited to any and all claims relating to compensation, promotions, and hiring based on gender (collectively, “Participating Collective Action Plaintiffs’ Released Claims”). Participating Collective Action Plaintiffs who submit a valid and timely Opt-In Decision have accepted this release. Collective Action Plaintiffs who do not submit a valid and timely Opt-In Decision but who do not execute an Opt-Out Statement will remain Participating Class Members and will be bound by the release set forth above in Section III.F.2. Notwithstanding the foregoing, Sarah Ekstrom does not release any claims under this Agreement and retains all rights in her separate pending action. The Participating Collective Action Plaintiffs’ Released Claims include all such respective claims, whether known or unknown. Thus, even if a Participating Collective Action Plaintiff discovers facts and/or claims in addition to or different from those that she now knows or believes to be true with respect to the subject matter of the Participating Collective Action Plaintiffs’ Released Claims, those claims will remain released and forever barred. Therefore, with respect to the Participating Collective Action Plaintiffs’ Released Claims, each Participating Collective Action Plaintiff expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

4. **PAGA Group Members.** In consideration of her PAGA Payment Check, and the other terms and conditions of this Settlement, each PAGA Group Member, on behalf of herself and her current, former and future heirs, spouses, executors, administrators, agents, and attorneys, releases and discharges the Released Parties from any and all unknown PAGA claims for civil penalties that were or could have been asserted in the Complaint based on or related to the same facts and circumstances as the claims brought in the Action, or the factual allegations contained in the notice submitted by Plaintiff to the LWDA on October 30, 2024, which arose during the PAGA Period (collectively, “PAGA Group Members’ Released Claims”). The PAGA Group Members will release the PAGA claims described herein and receive a portion of the PAGA Payment regardless of whether they opt out of the Class or opt in to the Collective.
5. **Class and Collective Counsel.** In consideration of their awarded Class and Collective Counsel Fees Payment and Class and Collective Counsel Litigation Expenses Payment, Class and Collective Counsel and any counsel associated with Class and Collective Counsel hereby fully and finally release the Released Parties of any and all claims to any further attorneys’ fees and expenses in connection with the Action (the “Class and Collective Counsel’s Released Claims”).
- G. **No Effect On Other Benefits.** The Class Settlement Shares and Collective Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff, Participating Class Members, or Participating Collective Action Plaintiffs, and Plaintiff, Participating Class Members, and Participating Collective Action Plaintiffs will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- H. **Limitation on Public Statements About Settlement.** Neither Class and Collective Counsel nor Defendants’ Counsel will publicize the Settlement prior to the Court granting preliminary approval, other than filing documents with the Court. Plaintiff and Class and Collective Counsel and Defendants and Defendants’ Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Plaintiff or Class and Collective Counsel or Defendants or Defendants’ Counsel receives an inquiry about the Settlement from the media, they may respond only after the Motion for Preliminary Approval has been filed and only by confirming the accurate terms of the Settlement. This provision will not prohibit Class and Collective Counsel from communicating with Class Members or Collective Action Plaintiffs after preliminary approval is granted. This provision also does not limit Class and Collective Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members or Collective Action Plaintiffs after preliminary approval. Nothing in this provision will prevent Defendants or Plaintiff from making any required disclosures.

I. **Miscellaneous Terms.**

1. **Amendment of Plaintiff's Complaint.** Within 7 days of an Order Granting Preliminary Approval of the Settlement, Plaintiff shall amend the Complaint in this action to add a claim under the Equal Pay Act, 29 U.S.C. § 206(d), based on the same facts and circumstances as the claim under the California Equal Pay Act, California Labor Code §§ 1197.5, 1194.5, brought in the initial Complaint. The Complaint shall not be amended in any other respect, and shall be substantially in the same form attached as **Exhibit D**. Defendants shall stipulate to this amendment, solely for the purpose of this Settlement, and agree not to file any motions or other pleadings attacking the amended Complaint, including a notice of removal, provided the amended Complaint is substantially similar to **Exhibit D**. Should this Settlement not be finalized for any reason, the Parties shall stipulate to an order striking the amended Complaint, and the original Complaint, filed February 27, 2025, shall be the operative pleading in this Action.
2. **No Admission of Liability or Class Certification for Other Purposes.**
 - a. Defendants deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendants, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendants were meritorious. This Settlement and the fact that Plaintiff and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating this Agreement). Nothing in this Agreement will be constructed as an admission by Defendants of any liability or wrongdoing as to Plaintiff, Class Members, Collective Action Plaintiffs, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. The Parties have entered into this Settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement will be construed as an admission by Plaintiff that Plaintiff's claims do not have merit or that a class action is inappropriate.

- b. Whether or not the Judgment becomes Final, neither this Agreement, any document, statement, proceeding or conduct related to the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants or any other Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating this Agreement.
 - c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.
- 3. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 4. **Attorney Authorization.** Class and Collective Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement.
- 5. **No Prior Assignments.** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
- 6. **No Tax Advice.** Neither Class and Collective Counsel nor Defendants' Counsel intend anything contained in this Settlement to constitute advice

regarding taxes or taxability, nor will anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

7. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
8. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
9. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
10. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
11. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
12. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class and Collective Counsel by Defendants in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within 30 days after the Judgment becomes Final, Class and Collective Counsel will return or destroy and confirm in writing to Defendants' Counsel the destruction of all such documents and data.
13. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
14. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. mail, addressed as follows:

To Plaintiff and the Class:

Michael Alder

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To Defendants

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Facsimile: (310) 246-6779
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kkukielski@omm.com

Lauren Averill
O'Melveny & Myers LLP
610 Newport Center Drive, 17th Floor
Newport Beach, California 92660
Telephone: (949) 823-6900
Facsimile: (949) 823-6994
Email: laverill@omm.com

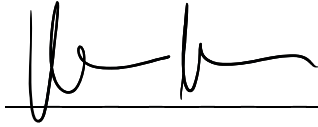
15. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 09/30/2025

VALENTINA MONTAGNA



Dated: _____

TUBI, INC.

Carolyn Forrest
EVP & General Counsel

Dated: _____

FOX CORPORATION

Tim Lykowski
SVP, Labor and Employment

Dated: _____

MICHAEL ALDER
ELANA R. LEVINE
V. JOSHUA SOCKS
ELIZABETH R. MALAY

Michael Alder

Dated: _____

MOLLY M. LENS
LAUREN AVERILL
KATJA KUKIELSKI

Molly M. Lens

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____ VALENTINA MONTAGNA

Dated: _____ TUBI, INC.

Carolyn Forrest
EVP & General Counsel

Dated: _____ FOX CORPORATION

Date

10/11/25



Date

KATJA KUKIELSKI

Molly M. Lens

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____ VALENTINA MONTAGNA

Dated: 10/1/2025 | 11:11:28 AM PDT

TUBI, INC.

DocuSigned by:



Carolyn Forrest
EVP & General Counsel

Dated: 10/1/2025 | 10:27:24 AM PDT

FOX CORPORATION

DocuSigned by:



Tim Lykowski
SVP, Labor and Employment

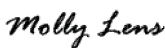
Dated: _____
MICHAEL ALDER
ELANA R. LEVINE
V. JOSHUA SOCKS
ELIZABETH R. MALAY

Michael Alder

Dated: 10/1/2025 | 11:25:58 AM PDT

MOLLY M. LENS
LAUREN AVERILL
KATJA KUKIELSKI

DocuSigned by:



Molly M. Lens

EXHIBIT A

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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

Assigned to: The Hon. Jeffrey Ross
Dept. 606

NOTICE OF PROPOSED CLASS AND
COLLECTIVE ACTION SETTLEMENT
AND FINAL APPROVAL HEARING

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU ARE A WOMAN WHO
WORKED FOR TUBI AT THE SENIOR VICE PRESIDENT LEVEL OR BELOW IN A
JOB ORGANIZATION (EXCEPT FOR SALES) BETWEEN AUGUST 29, 2020 AND
FEBRUARY 27, 2025 THAT IS COVERED BY A CLASS AND COLLECTIVE
SETTLEMENT.**

**YOU MAY BE ENTITLED TO THREE CASH PAYMENTS UNDER THIS
SETTLEMENT.**

A California court authorized this notice. This is not a solicitation from a lawyer.

**IF YOU ARE A MEMBER OF THE CLASS, YOU WILL BE ENTITLED TO ONE
CHECK AND WILL BE BOUND BY THIS SETTLEMENT. YOUR RIGHTS WILL
BE AFFECTED BY THIS LITIGATION UNLESS YOU EXCLUDE YOURSELF
FROM THE CLASS AS EXPLAINED BELOW.**

**IF YOU ARE A MEMBER OF THE COLLECTIVE, YOU MAY BE ENTITLED TO A
SECOND CHECK AND WILL BE FURTHER BOUND BY THIS SETTLEMENT IF
YOU INCLUDE YOURSELF IN THE COLLECTIVE AS EXPLAINED BELOW.**

**IF YOU ARE A MEMBER OF THE PAGA GROUP, YOU ARE ENTITLED TO A
THIRD CHECK AND WILL BE BOUND BY THIS SETTLEMENT.**

**PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS MAY BE
AFFECTED WHETHER YOU ACT OR DON'T ACT.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	If you do nothing, you will receive up to three checks.
Exclude Yourself	If you want to exclude yourself (“opt out”) from the Settlement, as to the Class, Collective, or both, you must follow the directions outlined in Sections A and B of Excluding Yourself From or Objecting to the Settlement below. If you exclude yourself, you will receive no Class or Collective payment and you cannot object to the Settlement. Deadline for Exclusion Requests: .
Object	If you want to object to the Settlement, you must write or ask to speak to the Court about why you believe the Settlement is not fair or reasonable. Deadline to Object in Writing: .

**YOUR RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—
ARE EXPLAINED IN THIS NOTICE.**

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains the nature of a class action lawsuit filed against Fox Corporation and Tubi, Inc. (“Defendants”) in the Superior Court of the State of California, County of San Francisco, called *Montagna v. Fox Corporation, et al.*, Case No. CGC-25-622792 (the “Lawsuit”), as well as a proposed Settlement of this Lawsuit, and informs you of your legal rights under that proposed Settlement. You are receiving this notice because Defendants’ records show that you identify as a woman and worked at Tubi as a regular, full-time employee at the Senior Vice President level or below in any job organization except for Sales (a “Qualifying Position”) during the relevant time period.

The Court authorized this notice because you have a right to know about a proposed Settlement of the Lawsuit (the “Settlement”), and about your options, before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, after any objections and appeals are resolved, a third-party administrator appointed by the Court will make the payments that the Settlement authorizes.

This notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Valentina Montagna claims that Defendants’ policies and practices regarding compensation, promotion, and hiring violated federal and state laws by unlawfully discriminating against individuals identifying as women who worked in a Qualifying Position between August 29, 2020 and February 27, 2025. The Lawsuit asked the Court to require Defendants to provide financial compensation to those current and former employees.

Defendants deny that they did anything wrong or that there are any discriminatory differentials in compensation, promotion, or hiring. Defendants maintain that women were properly paid all

wages due, that it complied with the relevant laws at all times, and that no penalties are due. Defendants also deny that the claims can proceed on a class or collective basis or are appropriate for class or collective treatment, except for purposes of this Settlement only.

The Court has not ruled on the merits of Plaintiff's claims, Defendants' defenses, or the substantive contentions of the parties. This notice is not meant to imply that there has been any violation of law or wrongdoing by any party or that a recovery after trial could be had if the litigation is not settled.

WHAT ARE CLASS AND COLLECTIVE ACTIONS?

In a class or collective action, one or more people, called Class Representatives (in this case, Plaintiff Montagna) sue on behalf of people who they allege have similar claims.

In a class action, all people who the Court determines have similar claims to the Class Representatives are Class Members. Class Members do not need to do anything to be part of the class action. Once a judge decides that a case can proceed as a class action (as the judge here has done for purposes of this Settlement only), all Class Members are included in the Settlement, except for those who exclude themselves (as described in Section A of Excluding Yourself From or Objecting to the Settlement below). The Court then resolves the issues for all Class Members together in one legal proceeding for purposes of this Settlement.

Collective actions are similar to class actions. Some cases, like this one, have a class action component and a collective action component. Here, the federal Equal Pay Act claim is brought as a collective action, on behalf of all Collective Members who identify as women according to Defendants' records and who affirmatively opt in (i.e., by cashing their settlement check). Everyone who opts in to the Equal Pay Act collective claim is a Collective Member. Unlike a class action, no one is included by default or without taking some affirmative action to be included; a person must opt in to be included. Similar to a class action, one court resolves the issues for all Collective Members together in one legal proceeding. Here, you can choose to opt into the Collective by depositing your Settlement check (which requires you to sign the back of the check). You do not need to do anything else to opt in.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Plaintiff thinks she would have prevailed on her claims at a trial. Defendants do not think Plaintiff would have won anything from a trial and have asserted legal and factual defenses to the claims. But there was no trial. Instead, both sides agreed to the Settlement. The Settlement reflects an amicable resolution between both parties and allows Tubi to move forward under its new leadership team. And, for their part, Plaintiff and Class and Collective Counsel think the Settlement is fair, reasonable and adequate and in the best interests of all members of the Class and Collective.

B. What does the Settlement provide?

The parties have agreed to settle this matter for the total sum of \$4,600,000.00 (the "Gross Settlement Amount"), which will cover Settlement payments to Class and Collective Members, Court-approved service payments to the Class Representative in recognition of her services to the Class and Collective Members, Court-approved payment of Class and Collective Counsel's attorneys' fees and costs, certain taxes, payment pursuant to the Private Attorneys General Act of 2004 (the "PAGA Payment"), and payment of the costs of administering the Settlement.

C. How will my share of the Settlement fund be calculated?

The monetary relief provided by the Settlement is divided into three funds: Fund A, Fund B, and Fund C. Funds A and B cover lost compensation and damages resulting from alleged discrimination and unequal pay, promotion, and hiring. Fund C covers penalties resulting from alleged unpaid wages.

The Settlement Administrator will first deduct from the Gross Settlement Amount any Court-ordered payments to the Class Representative, Class and Collective Counsel, the fees and costs of administering the Settlement, and the PAGA Payment. The PAGA Payment and the remainder (the “Net Settlement Amount”) will be distributed to Class Members who do not exclude themselves, Collective Members who include themselves, and PAGA Members as follows:

Fund A will comprise 50% of the Net Settlement Amount, and will be paid out automatically to all Class Members who are identified in Defendants’ records as women who held a Qualifying Position between August 29, 2020 and February 27, 2025.

Your estimated share of the Net Settlement Amount in Fund A is [redacted]. This amount is subject to change based on the number of Class Members who exclude themselves from the Settlement, and the payment is subject to applicable tax withholdings. Each Class Member’s share of Fund A depends on the total compensation earned while employed in a Qualifying Position during the relevant time frame.

Fund B will comprise 50% of the Net Settlement Amount, and will be paid out to all Collective Members who are identified in Defendants’ records as women who held a Qualifying Position between August 29, 2021 and February 27, 2025 and who choose to include themselves in the Collective.

Your estimated share of the Net Settlement Amount in Fund B is [redacted]. This payment is subject to applicable tax withholdings. Each Collective Member’s share of Fund B depends on the total compensation earned while employed in a Qualifying Position during the relevant time frame.

Fund C will comprise \$17,500, and will be paid out to all PAGA Members who are identified in Tubi’s records as women who held a Qualifying Position between October 30, 2023 and February 27, 2025.

Your estimated share of Fund C is [redacted]. This payment is not subject to tax withholdings, as it is counted as penalties rather than wages for tax purposes. Each PAGA Members’ share of Fund C will be calculated on a pro rata basis.

D. How will my payment(s) be treated for tax purposes?

For tax purposes, one-third of each share of Fund A and Fund B will be considered payment for alleged back wages subject to lawful deductions and W-2 reporting, like a paycheck. For this amount, normal payroll taxes and withholdings will be deducted from your Settlement check(s) pursuant to applicable law. The remaining two-thirds of each share of Fund A and Fund B will be considered payment for alleged liquidated and compensatory damages and interest subject to 1099 reporting as non-wage income. Each share of Fund C will be considered payment for

penalties not subject to tax withholdings and will be reported on an IRS Form 1099. At the end of the calendar year, the Settlement Administrator will issue each Class Member, Collective Member, and PAGA Group Member who has cashed a check both an IRS Form W-2 and an IRS Form 1099.

Class and Collective Counsel and Defendants' Counsel do not intend this notice to constitute tax advice, and to the extent that this notice is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

E. How can I get my payment?

You do not need to do anything to receive a payment from Funds A, B, and/or C.

F. When will I get my payment?

The date you receive your Settlement check(s) will depend on the date that the Court approves the Settlement. We estimate that payments will be made within 30 days after the Court approves the Settlement.

You must deposit or cash your Settlement check(s) within 180 days from the date on the face of the Settlement check. Any uncashed amounts after that date will be donated to a non-profit organization selected by Plaintiff and Defendants.

G. What is the payment to the Class Representative?

Plaintiff is requesting a Class Representative Enhancement payment of up to \$10,000 from the Court for her service as class representative.

H. What is the payment to Class and Collective Counsel?

Class and Collective Counsel will apply to the Court for an award of reasonable attorneys' fees in the amount of up to \$1,380,000, as well as reasonable costs.

I. What am I giving up to stay in the Class and/or Collective?

Unless you exclude yourself, you will remain as part of the Class and receive a payment, which means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants asserting the federal and state claims that were or could have been asserted in the Lawsuit. However, if you are a member of the Collective and you do not opt in to the Lawsuit, you will not release your claims under the Fair Labor Standards Act (including the federal Equal Pay Act). If you are a member of the Collective and you opt in to the Lawsuit, you will be releasing all claims that were or could have been asserted in the Lawsuit.

J. Who Are Class and Collective Counsel?

At the Preliminary Approval Hearing, the Court has appointed the following attorneys to represent the Class and Collective:

Michael Alder
Elana R. Levine
AlderLaw, PC
12800 Riverside Dr., Second Floor
Valley Village, CA 91607

V. Joshua Socks
Elizabeth Malay
SEMPERVIRENS LAW LLP
835 Fifth Ave.

San Rafael, CA 94901

EXCLUDING YOURSELF FROM OR OBJECTING TO THE SETTLEMENT

A. Can I opt out of the Class Settlement?

If you do not want a payment from Fund A, and you want to keep the right to sue Defendants under federal and state law, on your own, about the legal issues in this case, then you need to take steps to remove yourself from the case. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately, because you may have to exclude yourself from this Settlement to continue your own lawsuit. This is called excluding yourself from—or opting out of—the Settlement.

To exclude yourself from the Settlement, you must send a letter by First Class U.S. mail, fax, or email to the Settlement Administrator:

[Insert Settlement Administrator Contact Information]

Your request for exclusion must state the following: “I opt out of the *Montagna v. Fox Corporation, et al.* class settlement.” Be sure to include your name, address, telephone number, and your signature. Your exclusion request must be received by [redacted].

If you do want a payment from Fund A, you do not need to do anything.

B. Can I opt in to the Collective Settlement?

If you do not want a payment from Fund B, and you want to keep the right to sue Defendants under the Fair Labor Standards Act (including the federal Equal Pay Act), on your own, about the legal issues in this case, then you should not deposit or cash your settlement check.

If you do want a payment from Fund B, you must sign the settlement check and deposit or cash it within 180 days from the date on the face of the Settlement check.

C. Can I opt out the PAGA Settlement?

If you are a PAGA Member, you will receive a payment from Fund C no matter what. You cannot opt out of Fund C. Defendants must pay individual payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims.

D. Can I tell the Court that I don’t agree with the Settlement or some part of it?

You can object to the Settlement if you don’t like any part of it. You must give reasons why you think the Court should not approve it. The Court will consider your views if you follow the instructions in this section. To object in writing, you must send a letter via U.S. mail, fax, or email stating: “I object to the class settlement in *Montagna v. Fox Corporation, et al.*,” as well as reasons for the objection. Any reasons you do not include in the statement will not be considered by the Court. Be sure to include your name, address, telephone number, and signature. Mail, fax, or email the objection to: [Insert Settlement Administrator Contact Information]

Your objection must be received no later than [redacted]. If you intend to appear in Court when the Court considers your objection, you must indicate that in your written objection. Even if you do

not object in writing, you may object orally at the Final Settlement Hearing. You do not need to give any prior notice to appear at the **Final Settlement Hearing**.

E. What's the difference between objecting to the Settlement and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement. You can only object if you remain in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you. **If you object and opt out, your objection will not be valid.**

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed Settlement (the "Final Settlement Hearing") on [REDACTED], 2025 at [REDACTED] a.m., in Department 606 of the San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102. The Court will determine: (i) whether the lawsuit should be finally certified as a class action solely and exclusively for Settlement purposes; (ii) whether the Settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members, and if so, whether to enter a judgment incorporating the terms of the Settlement; (iii) whether the Class and/or Collective Members should be bound by the terms of the Settlement, including the release of claims; (iv) the amount of the attorneys' fees and expenses award to Class and Collective Counsel; and (iii) the amount that should be awarded to Plaintiff for class representative fees. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. **You do not need to give any prior notice to appear at the Final Settlement Hearing.** You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

The Court has reserved the right to adjourn the Final Settlement Hearing to consider any issue, without further notice of any kind.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

If you wish to learn more about this Lawsuit and Settlement, including the precise terms and conditions of the Settlement as set forth in the detailed Class Action Stipulation of Settlement, you may review the pleadings, the orders entered by the Court, and other papers filed in this litigation, at the San Francisco County Superior Court website for free by entering either the case number or case name at: <https://sf.courts.ca.gov/online-services/case-information> or on the Settlement Administrator's website at: [REDACTED].

PLEASE DO NOT CONTACT THE COURT OR DEFENDANTS' COUNSEL FOR INFORMATION.

EXHIBIT B

1 MICHAEL ALDER (SBN 170381)
cmalder@alderlaw.com

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

3 **ALDERLAW, PC**
12800 Riverside Drive, 2nd Floor
4 Valley Village, CA 91607
Tel: (310) 275-9131
5 Fax: (310) 275-9132

6 V. JOSHUA SOCKS (SBN 303443)
josh@sempervirensllaw.com

7 ELIZABETH R. MALAY (SBN 336745)
liz@sempervirensllaw.com

8 **SEMPERVIRENS LAW LLP**
9 835 Fifth Ave.
10 San Rafael, CA 94901

11 *Attorneys for Plaintiff and the Proposed Class*

12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF SAN FRANCISCO**
15

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

18 Plaintiff,

19 v.

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

22 Defendants.
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Case No. CGC-25-622792

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS AND COLLECTIVE ACTION
SETTLEMENT**

1 Plaintiff's Motion for Preliminary Approval of Class and Collective Action Settlement
2 came before this Court, the Honorable Jeffrey Ross presiding. The Court, having considered the
3 papers submitted in support of Plaintiff's motion, **HEREBY ORDERS THE FOLLOWING:**

4 1. The Court grants preliminary approval of the settlement set forth in the Joint
5 Stipulation of Class Action Settlement and Release dated [REDACTED], 2025 (the "Settlement Agreement")
6 filed herewith.¹ The Settlement Agreement appears to be fair, adequate and reasonable to the
7 Class and Collective.

8 2. The Settlement Agreement falls within the range of reasonableness and appears to
9 be presumptively valid, subject only to any objections that may be raised at the Final Approval
10 Hearing and final approval by this Court.

11 3. A Final Approval Hearing on the question of whether the proposed Settlement
12 Agreement, attorneys' fees and costs to Class and Collective Counsel, and the Class
13 Representative Service Payment should be finally approved as fair, reasonable and adequate as to
14 the members of the Class and Collective is scheduled for _____,
15 2025 at ____ a.m. (Pacific Time), in Department 606 of the above-entitled Court.

16 4. The Court approves, as to form and content, the Notice Of Proposed Class And
17 Collective Action Settlement And Final Approval Hearing (the "Class and Collective Notice") in
18 substantially the form attached to the Settlement Agreement. The Court approves the procedure
19 for Class Members and Collective Action Plaintiffs to participate in, and to object to, the
20 Settlement Agreement as set forth in the Class and Collective Notice.

21 5. The Court directs the mailing of Class and Collective Notice by U.S. First-Class
22 Mail to the Class Members and Collective Action Plaintiffs in accordance with the
23 Implementation Schedule set forth below. The Court finds the dates selected for the mailing and
24 distribution of the Class and Collective Notice, as set forth in the Implementation Schedule, meet
25 the requirements of due process and provide the best notice practicable under the circumstances
26 and shall constitute due and sufficient notice to all persons entitled thereto.

27 ¹ This Court incorporates by reference the definitions of the Settlement Agreement, as though
28 fully set forth herein, and all terms used herein shall have the same meaning as set forth in the
Settlement Agreement.

6, The Court confirms AlderLaw, PC, and SemperVirens Law LLC as Class and Collective Counsel.

7. The Court confirms CPT Group, Inc. as the Settlement Administrator.

8. To facilitate administration of the Settlement Agreement pending final approval, the Court hereby enjoins Plaintiff, all Class Members, all Collective Action Plaintiffs, and all PAGA Group Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the California Division of Labor Standards Enforcement) regarding claims released by the Settlement Agreement.

9. The Court orders the following Implementation Schedule for further proceedings:

a. Preliminary Approval Granted	_____, 2025
b. Deadline for Defendant to Submit Class Members, Collective Action Plaintiffs, and PAGA Group Members' Information to Settlement Administrator	_____, 2025 [+20 days from the entry of order granting preliminary approval]
c. Deadline for Settlement Administrator to Mail Notice and Claim Forms to Class Members and Collective Action Plaintiffs	_____, 2025 [+14 days after Data Provided]
d. Deadline for Class Members to Postmark Opt-Out Statements and for Class Members or Collective Action Plaintiffs to File Objections to the Settlement Agreement	_____, 2025 [+45 days from the date Notice Packet is mailed]
e. Deadline for Settlement Administrator to submit Declaration of Due Diligence and Proof of Mailing, Parties to file any objections with the Court, and for Class and Collective Counsel to File Motion for Final Approval	_____, 2025 [+15 days after deadline to submit objections or Opt-Out Statements]
f. Final Approval Hearing and Final Approval	_____ at _____ a.m. [+16 court days after deadline set

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	forth in (e) above]
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IT IS SO ORDERED.

DATED: _____

JEFFREY ROSS
JUDGE OF THE SUPERIOR COURT

EXHIBIT C

1 MICHAEL ALDER (SBN 170381)
cmalder@alderlaw.com

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

3 **ALDERLAW, PC**
12800 Riverside Drive, 2nd Floor
4 Valley Village, CA 91607
Tel: (310) 275-9131
5 Fax: (310) 275-9132

6 V. JOSHUA SOCKS (SBN 303443)
josh@sempervirenslaw.com

7 ELIZABETH R. MALAY (SBN 336745)
liz@sempervirenslaw.com

8 **SEMPERVIRENS LAW LLP**
9 835 Fifth Ave.
10 San Rafael, CA 94901

11 *Attorneys for Plaintiff and the Proposed Class*

12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF SAN FRANCISCO**

15
16 VALENTINA MONTAGNA, on behalf of
17 herself and behalf of all others similarly
situated,

18 Plaintiff,

19 v.

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

22 Defendants.
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Case No. CGC-25-622792

**[PROPOSED] ORDER AND FINAL
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS AND
COLLECTIVE ACTION
SETTLEMENT**

1 Plaintiff's Motion for Final Approval of Class and Collective Action Settlement and
2 Motion for Award of Attorneys' Fees and Costs came before this Court, the Honorable Jeffrey
3 Ross presiding. The Court hereby overrules any objections to the Settlement Agreement.

4 On _____, 2025, this Court entered an Order Granting Preliminary Approval
5 of Class and Collective Action Settlement.¹ That Order directed the Parties to provide Notice to
6 the Class and Collective, which informed absent class and collective members of: (a) the
7 proposed Settlement Agreement and the Settlement Agreement's key terms; (b) the time, date,
8 and location of the Final Approval Hearing; and (c) the right of any Class Member or Collective
9 Action Plaintiff to object to the proposed Settlement Agreement and an explanation of the
10 procedures to exercise that right.

11 The Court, upon Notice having been given as required in the Order granting the Motion
12 for Preliminary Approval, and having considered the proposed Settlement Agreement, and having
13 considered the papers submitted in support of Plaintiff's Motion for Final Approval, **HEREBY**
14 **ORDERS THE FOLLOWING:**

15 1. This Court has jurisdiction over the subject matter of the Action and over all
16 Parties to the Action, including all members of the Settlement Class, Settlement Collective, and
17 Settlement PAGA Group.

18 2. The Court finds that the Notice to the Settlement Class and Settlement Collective
19 conforms with the requirements of California Code of Civil Procedures section 382, California
20 Rules of Court 3.766 and 3.769, and any other applicable law, and constitutes the best notice
21 practicable under the circumstances, by providing individual notice to all Class Members and
22 Collective Action Plaintiffs who could be identified through reasonable effort, and by providing
23 due and adequate notice of the proceedings and of the matters set forth therein to the other Class
24 Members and Collective Action Plaintiffs. The Notice fully satisfied the requirements of due
25

26 ¹ This Court incorporates by reference the definitions of the Joint Stipulation for Class and
27 Collective Action Settlement and Release dated ___, 2025 (the "Settlement Agreement"), as
28 though fully set forth herein, and all terms used herein shall have the same meaning as set forth in
the Settlement Agreement.

1 process.

2 3. The Court hereby approves the settlement set forth in the Settlement Agreement,
3 including the settlement awards, Released Claims, and other terms therein, and finds that the
4 Settlement Agreement was entered into in good faith, that the terms therein are fair, just,
5 reasonable and adequate, and that the Settlement Agreement satisfies the standards and applicable
6 requirements for final approval of this class and collective action settlement under California law,
7 including the provisions of California Code of Civil Procedure section 382 and California Rules
8 of Court, rule 3.769.

9 4. The Settlement Class, Settlement Collective, and Settlement PAGA Group defined
10 in the Settlement Agreement previously preliminarily approved by the Court on
11 _____, are made final. The Settlement Class is defined as all women alleged to
12 be jointly employed by Fox and Tubi in the United States as a regular, full-time employee at the
13 Senior Vice President level or below (who has not previously executed a separation or settlement
14 agreement with either or both Defendants) between August 29, 2020 and February 27, 2025, but
15 not including Sarah Ekstrom. The Settlement Collective is defined as all women alleged to be
16 jointly employed by Fox and Tubi in the United States as a regular, full-time employee at the
17 Senior Vice President level or below (who has not previously executed a separation or settlement
18 agreement with either or both Defendants) between August 29, 2021 and February 27, 2025, but
19 not including Sarah Ekstrom. The Settlement PAGA Group is defined as all women alleged to be
20 jointly employed by Fox and Tubi in the United States as a regular, full-time employee at the
21 Senior Vice President level or below (who has not previously executed a separation or settlement
22 agreement with either or both Defendants) between October 30, 2023 and February 27, 2025, but
23 not including Sarah Ekstrom.

24 5. As of the Effective Date (and after all settlement checks, fee checks, and cost and
25 enhancement payments have been made), each and every Released Claim of each and every
26 Settlement Class Member, Settlement Collective Member, and Settlement PAGA Group Member,
27 as of the date of the Settlement Agreement, is and shall be deemed to be conclusively released (as
28

1 more fully described in the Settlement Agreement) as against the Released Parties.

2 6. All of the Settlement Class Members, Settlement Collective Members, and
3 Settlement PAGA Group Members, as of the Effective Date of the Settlement Agreement, are
4 hereby forever barred and enjoined from prosecuting the Released Claims against the Released
5 Parties.

6 7. The Settlement Agreement is not an admission by Defendants nor is this Order and
7 Final Judgment a finding of the validity of any claims in the action or of any wrongdoing by
8 Defendants. Furthermore, the Settlement Agreement is not a concession by Defendants and shall
9 not be used as an admission of any fault, omission or wrongdoing by Defendants. This Order and
10 Final Judgment, the Settlement Agreement, any document referenced to herein, any action taken
11 to carry out the Settlement Agreement, and the exhibits thereto, and any negotiations or
12 proceedings related thereto:

- 13 a. shall not be construed as, or deemed to be evidence of, or an admission or
14 concession with regard to the denials or defenses by Defendants; and
15 b. shall not be offered in evidence in any action or proceeding against the Parties in
16 any court, administrative agency or other tribunal for any purpose whatsoever.

17 Nothing in this paragraph, however, shall be deemed to preclude the parties from introducing this
18 Order and Final Judgment, the Settlement Agreement and exhibits, and any other papers and
19 records on file in the Class and Collective Action, to enforce the Settlement Agreement and/or
20 any orders of this Court, and/or in any other litigation as evidence of the Settlement by
21 Defendants to support a defense of res judicata, collateral estoppel, release, or other theory of
22 claim or issue preclusion or similar defense as to the Released Claims.

23 8. The Court confirms AlderLaw, PC and SemperVirens Law LLC as Class and
24 Collective Counsel. The Court approves CPT Group, Inc. to serve as Settlement Administrator to
25 carry out the duties outlined in the Settlement Agreement.

26 9. The application of Class and Collective Counsel for attorneys' fees and costs is
27 hereby granted. Class and Collective Counsel is awarded \$1,380,000.00 as attorneys' fees and
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1 \$_____ in actual costs, to be disbursed pursuant to the Settlement Agreement and Orders of
2 this Court.

3 10. In recognition of the Class Representative's efforts on behalf of the Class, the
4 Court hereby approves the payment of incentive awards to the Class Representative. Montagna is
5 awarded \$10,000.00 as an enhancement for her service as a class representative in this action, to
6 be disbursed pursuant to the Settlement Agreement and Orders of this Court.

7 11. The Court confirms CPT Group, Inc. as the Settlement Administrator. The
8 Settlement Administrator is awarded the amount of \$_____ for performance of its
9 settlement claims administration services, to be disbursed pursuant to the Settlement Agreement
10 and Orders of this Court.

11 12. The Court orders payment of \$50,000.00 in PAGA penalties as follows: payment
12 in the amount of \$32,500.00 to the State of California Labor and Workforce Development
13 Agency, and \$17,500.00 will be distributed to PAGA Group Members, to be disbursed pursuant
14 to the Settlement Agreement and Orders of this Court.

15 13. The parties are hereby directed to perform the terms of the Settlement Agreement
16 and to report to the Court when that performance has been completed including filing a
17 satisfaction of judgment when all monies have been paid and disbursed.

18 14. The Court shall retain jurisdiction of this action to enforce the terms of the
19 judgment under California Code of Civil Procedure § 664.6. Without affecting the finality of this
20 Judgment, the Court reserves continuing and exclusive jurisdiction over the Parties to the
21 Settlement Agreement to administer, supervise, construe, and enforce the Settlement Agreement
22 in accordance with its terms of the mutual benefit of the parties. Under California Code of Civil
23 Procedure §§ 578, 579, and 664.6, the Court, in the interests of justice, there being no just reason
24 for delay, expressly directs the Clerk of the Court to enter this Judgment. At such time as a report
25 is received that the monetary relief terms of the Settlement Agreement have been effectuated, the
26 Court's jurisdiction shall be deemed terminated as a final matter for all purposes.

1 THEREFORE, THE COURT HEREBY ADJUDGES AND DECREES THAT
2 JUDGMENT BE ENTERED PURSUANT TO THE TERMS OF THIS ORDER AND FINAL
3 JUDGMENT.

4 **IT IS SO ORDERED.**

5
6 DATED: _____

7 JEFFREY ROSS
8 JUDGE OF THE SUPERIOR COURT
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EXHIBIT D

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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)

DEMAND FOR JURY TRIAL

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.