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FILED
Superior Court of California
County of Los Angeles

05/09/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

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Attorneys for Plaintiff, the Proposed Settlement Class, the LWDA, and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ENGELIE TORRES, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

FOX BROADCASTING COMPANY, LLC, an
unknown California entity, and DOES 1 to 100,
inclusive,

Defendant.

Case No. **22STCV06823**

~~[PROPOSED]~~
FINAL JUDGMENT

Date: May 9, 2023
Time: 10:00 a.m.
Dept.: 7
Judge: Hon. Lawrence P. Riff

1 1. On May 9, 2023, the Court entered an Order Granting Motion for Final Approval of the
2 Class Action Settlement (the “Final Approval Order”) between Plaintiff Engelle Torres (“Plaintiff”),
3 individually and on behalf of all others similarly situated, and Defendant Fox Broadcasting Company,
4 LLC and the Affiliated Entities¹ (“Defendants”) (collectively, the “Parties”). As set forth in the Court’s
5 Final Approval Order, all participating Class Members are hereby bound by the Final Approval Order
6 and the terms of the Parties’ Class Action and PAGA Settlement Agreement (the “Settlement” or
7 “Settlement Agreement”). A copy of the Settlement Agreement is attached as Exhibit 1 to the
8 Supplemental Declaration of Craig Ackermann in Support of the Motion for Preliminary Approval of
9 Class Settlement filed on August 23, 2022.

10 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

11 2. All defined terms herein shall have the same meaning as defined in the Settlement
12 Agreement, which is incorporated herein by reference in its entirety.

13 3. The “Class” or “Class Members” refers to Plaintiff and all other California residents
14 who are or were employed by Defendants in California and who worked from home when their offices
15 were closed during at least one month during the Class Period, excluding employees at the Executive
16 Vice President level and above. The Class consists of 6,228 participating Class Members.²

17 4. Defendants shall fund the settlement in the gross amount of **\$1,615,303.00** in
18 accordance with the terms of the Settlement Agreement and the allocations set forth in the Final
19 Approval Order.

20 5. Consistent with the Settlement Agreement, as of the date Defendants fully funds the
21 gross settlement fund, all Participating Class Members, on behalf of themselves and their respective
22 former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
23 release Released Parties from all claims that were alleged, or reasonably could have been alleged,
24 based on the Class Period facts stated in the Operative Complaint including, e.g., any and all claims
25

26 ¹ Affiliated Entities means entities affiliated with Fox Broadcasting Company, LLC, and includes the entities identified on
Exhibit A of the Settlement Agreement and any other affiliates of Fox Broadcasting Company, LLC, with the exception of
Bento Box Entertainment, LLC, Bento Box Animation Studio Atlanta, LLC, and Tubi, Inc.

27 ² Christine Angelli, Ramona Bonitatis, Eirinn Dimitriou, Shuang Fan, Brian Fegter, Heather Field, Jonathan Harris, Robert
28 Janiszewski, Rosemarie Mangabat, Ben McDonald, Matthew Mellone, Douglas Roberts, Connie Robinson, and Mark Zguro.
timely and validly opted out of the Settlement and are thus not subject to the class release and will not participate in the
settlement.

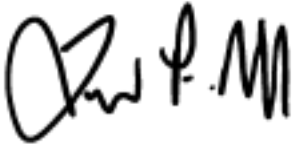
1 involving any alleged failure to reimburse business expenses in violation of Labor Code section 2802.
2 (the “Release by Participating Class Members”). Further, all Aggrieved Employees (regardless of
3 whether they are Participating Class Members) are deemed to release, on behalf of themselves and
4 their respective former and present representatives, agents, attorneys, heirs, administrators, successors,
5 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably
6 could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the
7 PAGA Notice including, e.g., any and all claims involving any alleged failure to reimburse business
8 expenses in violation of Labor Code section 2802.

9 6. The Court retains continuing jurisdiction over the Action and the Settlement, including
10 jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the
11 Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-
12 Judgment matters as may be appropriate under court rules or applicable law.

13 7. This Final Judgment is intended to be a final disposition of the above captioned action
14 in its entirety, and is intended to be immediately appealable. This Judgment resolves and extinguishes
15 all claims released by the Settlement Agreement against Defendants. Nothing in this Final Judgment
16 is or may be deemed to be an admission by Defendants, nor is the Judgment a finding of the validity
17 of any allegations or of any wrongdoing by Defendants. Neither the Judgment, Order, the Settlement
18 Agreement, nor any document referred to therein, nor any action taken to carry out the Settlement
19 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
20 concession, or liability whatsoever by or against Defendants.

21
22 **FINAL JUDGMENT IS HEREBY ENTERED.**

23
24
25 DATED: 05/09/2023



Lawrence P. Riff / Judge

HON. LAWRENCE P. RIFF
JUDGE OF THE SUPERIOR COURT