

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK****John Fawcett,**

Plaintiff,

**v.****Fox News Network, LLC,**

Defendant

**Index No.****COMPLAINT****JURY TRIAL DEMANDED****INTRODUCTION AND SUMMARY OF CASE**

1. Suzanne Scott, the CEO of Defendant Fox News Network, LLC (hereinafter “Fox News” or “Fox”), likes to boast about implementing a “zero tolerance policy” for sexual misconduct at Fox News. That “zero tolerance policy” is a fraud. As explained in this complaint, sexual harassment, sex discrimination, and racial discrimination are still tolerated at Fox, and Ms. Scott and her executive team will bend over backwards to protect such behavior so long as it is perpetrated by senior management or prominent on-air personalities.

2. One of Fox’s foremost contributors, Judge Andrew Napolitano, has sexually harassed numerous young male employees during his tenure at Fox News, and Plaintiff John Fawcett, age 27, is one of those young men. Judge Napolitano’s misconduct was reported to Fox’s human resources department by the Plaintiff and others, and senior executives were aware of Judge Napolitano’s serial harassment, but Fox took no action whatsoever against Judge Napolitano. Instead, Fox allowed him to appear on-air regularly.

3. The Plaintiff joined the Fox Business Channel (a division within Fox News) in 2019 as a production assistant for Fox Business host Lou Dobbs. Unfortunately, Mr. Dobbs's show was cancelled on February 5, 2021, and Larry Kudlow was hired later that month and inherited the production team of Mr. Dobbs. Since February, the Plaintiff has worked as an associate producer for Mr. Kudlow. In the months since he arrived, Mr. Kudlow has used ethnic slurs and made sexually inappropriate comments about women in front of multiple staff members, including the Plaintiff, as well as a senior vice president. Worse still, Mr. Kudlow blocked a Congressman from appearing as a guest on his program because of the Congressman's race. In a conference call, Mr. Kudlow told the Plaintiff and other staff members – as well as a senior vice president – that he did not want “the black” appearing on his show that day. Sure enough, the Congressman's appearance was cancelled.<sup>1</sup>

4. Shortly after Mr. Kudlow's program was launched, Mr. Kudlow's acting executive producer (who had served under Mr. Dobbs) left Fox Business in order to serve as a senior producer for a Fox News program. His replacement, Stephanie Freeman, has repeatedly discriminated against male staff who work for Mr. Kudlow, namely by trying to force them to resign or face termination. Every man whom Ms. Freeman forced out of the company has been replaced by a woman, and Ms. Freeman has tried to force the Plaintiff's resignation or termination.

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<sup>1</sup> In the two years that the Plaintiff worked for Mr. Dobbs, he never heard Mr. Dobbs make any racist, sexist or otherwise inappropriate comments, and he never saw any indication whatsoever that Mr. Dobbs was biased against women, minorities, or any other group.

## **THE PARTIES**

5. Plaintiff John Fawcett is a resident of Staten Island, New York. He is currently employed as an associate producer for *Kudlow*, a Fox Business Channel program hosted by Larry Kudlow.

6. Defendant Fox News Network, LLC is a limited liability company formed under Delaware law and headquartered in New York.

## **STATEMENT OF FACTS**

### **Judge Andrew Napolitano**

7. The Plaintiff began working for Fox Business in March of 2019 as an entry-level production assistant. In late September or early October of that year, the Plaintiff encountered Judge Napolitano on an elevator at Fox News headquarters in Manhattan. Even though the two had never met previously, Judge Napolitano stood awkwardly close to the Plaintiff, started stroking his arm, and asked who the Plaintiff worked for. The Plaintiff said he worked for Loud Dobbs, and Judge Napolitano asked if the Plaintiff was looking for a new job. Judge Napolitano noted that Mr. Dobbs had a horse farm in New Jersey, and Judge Napolitano said he had a maple syrup farm in New Jersey. “You see these hands?” Judge Napolitano asked while looking at the Plaintiff suggestively. “They look clean, but they get really dirty.” He then told the Plaintiff to visit his farm if the Plaintiff was ever in New Jersey farm or, if not, the Plaintiff could visit his Manhattan apartment during the week. Shortly thereafter, the elevator reached the floor where the Plaintiff worked, and the Plaintiff politely excused himself before exiting the elevator.

8. When the Plaintiff reached his office and told his co-workers about the encounter,

they immediately started laughing. It was common knowledge that Judge Napolitano sexually harassed young men at Fox News, and it had even happened to one of the Plaintiff's co-workers. The Plaintiff did not initially report the incident to human resources, however, because he did not want to jeopardize his career at Fox, but he did tell Mr. Dobbs.

9. Mr. Dobbs then called Kevin Lord, the executive vice president and chief human resources officer at Fox Corporation (*i.e.*, Fox News's parent company). Mr. Dobbs told Mr. Lord that the Plaintiff had an encounter with Judge Napolitano, and Mr. Dobbs said the Plaintiff seemed to be upset. Mr. Dobbs then met with Mr. Lord and relayed what had happened to the Plaintiff.

10. Toward the end of October of 2019, Mr. Lord scheduled a meeting with the Plaintiff. The Plaintiff told Mr. Lord about his encounter with Judge Napolitano, and Mr. Lord responded dismissively, asking, "Well, what do you want us to do about it?"

11. One of the Plaintiff's co-workers met with Mr. Lord shortly thereafter, and Mr. Lord was similarly dismissive. Mr. Lord never initiated any sort of investigation, nor did anyone else at Fox News.

12. In September of 2020, South Carolina resident Charles Corbishley alleged that Judge Napolitano coerced him to perform oral sex during the 1980s, when he was a criminal defendant in Judge Napolitano's court. According to Mr. Corbishley, Judge Napolitano offered him a more lenient sentence in exchange for oral sex.

13. The same month, a New Jersey man who frequently waited on Judge Napolitano at a restaurant filed a lawsuit alleging that Judge Napolitano sexually assaulted him between 2014 and 2017. James Kruzelnick alleged that Judge Napolitano used the promise

of legal advice to pressure him into performing sex acts.

14. Even after the lawsuits were filed, Fox News took no action against Judge Napolitano. The Plaintiff recently learned that Fox News has instead been paying Judge Napolitano's legal bills in one of the lawsuits, despite the fact that neither lawsuit has anything to do with Fox News. As usual, Ms. Scott has been protecting her boys.

15. Fox News executives did not hold Judge Napolitano (or a gay male program host) to the same standards as other employees, ironically because the company wanted to counter claims that the network was intolerant or too conservative. The Plaintiff is informed that none other than Roger Ailes, the former CEO of Fox News, initiated the practice of protecting and promoting prominent gay men, regardless of whether they were sexually harassing other male employees.

16. Mr. Lord was certainly aware of Judge Napolitano's history of harassment at Fox News, and the Plaintiff alleges that current CEO Suzanne Scott and President Jay Wallace were also aware of Judge Napolitano's sexual harassment. It is utterly implausible to suggest that an executive vice president at Fox News's parent company knew about the pattern of harassment, but Ms. Scott and Mr. Wallace did not.

#### Fox News President Jay Wallace

17. In response to a June 30, 2021 lawsuit filed against Fox News by former host Ed Henry, the company issued three press releases. The first press release defended Ms. Scott:

Under the leadership of CEO Suzanne Scott, FOX News Media has worked tirelessly to transform the company culture, implementing annual, mandatory in-person harassment prevention training, creating an entirely new reporting structure,

more than tripling the size of our HR footprint, conducting quarterly company meetings and mentoring events, as well as executing a zero tolerance policy regarding workplace misconduct for which we engage outside independent firms to handle investigations. No other company has enacted such a comprehensive and continuous overhaul, which notably, earned FOX News Media recognition as a “Great Place to Work” for the first time in its existence, a testament to the many cultural changes that Ms. Scott has instituted during her incredibly successful tenure as CEO.

The press release was (and is) flagrantly dishonest. Judge Napolitano alone has proved that there is no “zero tolerance policy” at Fox News. The company certainly never hired an “outside independent firm” to investigate the sexual harassment allegations against him. On the contrary, the company steadfastly ignored his misconduct.

18. Another press release defended the company’s president, Mr. Wallace, who was accused in the June 30, 2021 lawsuit of having an affair with a female subordinate: “FOX conducted a full and independent investigation of the claims against Jay Wallace — he was cleared of any wrongdoing and the allegations are false.” That press release was as flagrantly dishonest as the press release about Ms. Scott.

19. Although the female subordinate was not named in the lawsuit, her identity is the worst-kept secret at Fox News. Brooke Singman originally worked as an assistant to Mr. Wallace from 2014 to 2016, when he was the executive vice president for news and editorial. She regularly had romantic phone conversations with Mr. Wallace while she was in a bathroom stall in the women’s restroom, and numerous female employees overheard their conversations. As a result of the “full and independent investigation” that purportedly “cleared” Mr. Wallace “of any wrongdoing” in 2017, Ms. Singman was transferred from Mr. Wallace’s office to a journalism role at FoxNews.com. A more senior female

investigative reporter was edged out by the younger Ms. Singman, who had no writing experience and no investigative journalism experience. The more senior reporter was eventually forced out of Fox News altogether. Much to the chagrin of her editors, Ms. Singman was allowed to take over a beat covering intelligence and national security issues, as well as high-level political corruption, despite her complete lack of qualifications. Ms. Scott knew about Mr. Wallace's sexual misconduct with Ms. Singman, and she knew about the favoritism shown to Ms. Singman, but she nonetheless promoted Mr. Wallace to president of Fox News in 2018.

20. The June 30, 2021 lawsuit noted that former Fox News reporter and current *Daily Beast* reporter Diane Falzone was one of the women who overheard Ms. Singman's conversations with Mr. Wallace. The lawsuit contained the following paragraph:

Ms. Falzone settled her own gender discrimination lawsuit against Fox News in 2018, *see* Oliver Darcy, "Fox News settles gender discrimination suit with female reporter, her lawyer says," March 8, 2018 CNN, <https://money.cnn.com/2018/03/08/media/fox-newssettlement-diana-falzone/index.html>, and she regularly writes negative stories about Fox News, often multiple times per week. She has been particularly critical of Mr. Henry. *See, e.g.*, "Ed Henry's Accusers Say His Behavior Was an Open Secret at Fox News," August 31, 2021 *Daily Beast*, <https://www.thedailybeast.com/ed-henrys-accusers-say-his-behavior-wasan-open-secret-at-fox-news>. Despite her personal knowledge of Mr. Wallace's affair with a subordinate, however, Ms. Falzone has never written a single word about it. It is a virtual certainty that Ms. Falzone signed a non-disclosure agreement when she settled with Fox News, thus it appears that she is less concerned about journalism and more concerned about protecting her settlement proceeds. In fact, Mr. Henry is informed that Fox News was willing to pay her a large sum of money, despite the questionable merits of her case, in order to keep her from disclosing Mr. Wallace's affair. Mr. Henry intends to bypass any nondisclosure agreements by serving a subpoena on Ms. Falzone and forcing her to testify (along with Gretchen Carlson and other current and former Fox News employees).

Original Complaint (Doc. No. 1) 16, ¶79 n. 5, *Ed Henry v. Fox News Network, LLC &*



*Suzanne Scott*, Case No. 21-cv-13167 (D.N.J.).<sup>2</sup> In the weeks since that lawsuit was filed, Ms. Falzone has confirmed the allegations by remaining silent.

21. Ms. Falzone has written additional stories about Fox News since the lawsuit was filed, *see, e.g.*, Diane Falzone and Justin Baragona, “Britt McHenry Settles Sexual Harassment Lawsuit With Fox News,” July 19, 2021 *Daily Beast*, <https://www.thedailybeast.com/britt-mchenry-settles-sexual-harassment-lawsuit-with-fox-news>, but neither she nor anyone else at the *Daily Beast* has written a single word about the June 30, 2021 lawsuit, Mr. Wallace’s affair, or Ms. Falzone’s role in covering up Mr. Wallace’s affair. Unlike the other women who overheard Ms. Singman’s conversations in the bathroom stall, it appears that Ms. Falzone decided to cash in on what she knew, *i.e.*, by filing a questionable lawsuit<sup>3</sup> and then using settlement negotiations as an avenue to sell her silence for cash.<sup>4</sup>

22. By covering up for Mr. Wallace and Judge Napolitano, Fox News has shown

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<sup>2</sup> In fact, it is a complete certainty that Ms. Falzone signed a non-disclosure agreement. *See* Maria Jose Valero, “Ex-Fox News Reporter Diana Falzone Wants Murdoch to Lift NDA,” March 9, 2019 *Bloomberg News*, <https://www.bloomberg.com/news/articles/2019-03-09/ex-fox-news-reporter-diana-falzone-wants-murdoch-to-lift-nda>. Ms. Falzone has since become a crusader against non-disclosure agreements. *See* Diana Falzone, “‘Perpetrators love non-disclosure clauses’: The Fox News reporter who first discovered the Stormy Daniels Affair Argues Against Silence,” March 7, 2019 *Vanity Fair*, <https://www.vanityfair.com/news/2019/03/non-disclosure-clauses-and-the-reporter-who-first-discovered-the-stormy-daniels-affair>. Her crusade is more than a little ironic because, as described hereinafter, it appears that Ms. Falzone filed a questionable lawsuit for the primary purpose of selling her silence. Now she wants to reclaim what she sold, but without refunding the purchase price.

<sup>3</sup> In her lawsuit, Ms. Falzone alleged that Fox discriminated against her because she wrote an article about her battle with endometriosis. As it happens, her article was published *on the Fox News website with the prior approval of Fox News management*.

<sup>4</sup> Perhaps the *Daily Beast* should change its motto from “Fearless Journalism” to “Compromised Journalism.” Likewise, Fox News should consider changing its motto from “Standing Up For What's Right” to “Doing Whatever We Want.”



that its “zero tolerance policy” is a joke. Even now, Fox News covers up sexual misconduct in the interests of protecting profits and preventing embarrassment.

Larry Kudlow

23. Larry Kudlow joined Fox Business in February of 2021, after Mr. Dobbs’s show was unceremoniously cancelled. Immediately after joining Fox Business, Mr. Kudlow began making inappropriate comments about women and minorities during phone conferences with staff.

24. In early April of 2021, during a phone conference with staff, Mr. Kudlow said he would like to have “a three-way” (*i.e.*, a three-way sexual encounter) with Sandra Smith, an anchor at Fox News. Gary Schreier, the senior vice president of programming for Fox Business, participated in the phone conference. He awkwardly laughed about Mr. Kudlow’s comment, but he did not reprimand Mr. Kudlow or indicate that the comment was inappropriate.

25. Shortly thereafter, during an April 18, 2021 phone conference with staff about a scheduled appearance by Congresswoman Maria Elvira Salazar to discuss immigration, Mr. Kudlow asked, “Why don’t we just let the Mexicans in?” He then said that “we” need more “jalapeno pickers.” Mr. Schreier participated in the teleconference and said nothing about Mr. Kudlow’s comment.

26. During an April 29, 2021 phone conference with staff to discuss a scheduled appearance by Congressman Byron Donalds, Mr. Kudlow said, “No, no, no, I don’t want the black on the show.” Company records show that Congressman Donalds’s appearance was cancelled that day. Mr. Schreier participated in the phone conference, but he did not

reprimand Mr. Kudlow, nor did he prevent Mr. Kudlow from cancelling the Congressman's scheduled appearance. Instead, Mr. Schreier told staff, "Whatever happens on this phone call stays on this phone call."

27. On May 19, 2021, Mr. Kudlow made sexually-suggestive comments about Fox Business reporter Susan Li during a teleconference: "She's got a nice way about her. I enjoy seeing her on set. I'm not sure she knows anything, but I could help her out with the rest." Mr. Kudlow grunted after the last comment, and all of the staff understood Mr. Kudlow's comment to be sexually suggestive. Mr. Schreier participated in the phone call, but he did not correct or reprimand Mr. Kudlow in any way.

Stephanie Freeman and Jenna Strem

28. In April of 2021, Stephanie Freeman was named executive producer of Mr. Kudlow's show, and Jenna Strem was named the senior producer under Ms. Freeman. Shortly after they arrived at Mr. Kudlow's show, Ms. Freeman and Ms. Strem began discriminating against male staff and trying to get them fired, namely by making false accusations against male employees. Some male staff left Mr. Kudlow's show (and others are seeking employment elsewhere) because of the pressure, and the men who left were all replaced by females.

29. As of April of 2021, the Plaintiff had been working at home since the COVID pandemic began, but he went to Fox's headquarters immediately after Ms. Freeman was hired in order to meet his new boss. The two had never met before. When the Plaintiff introduced himself, Ms. Freeman glared at him and refused to shake his hand. She immediately began chastising the Plaintiff, telling him that he should not have appeared at

the Fox building without notifying her first, adding, “When you do something around here, you’d better tell me. I’m the EP (“executive producer”) now.”

30. Shortly thereafter, Ms. Freeman and Ms. Strem started “papering” the Plaintiff with baseless write-ups alleging poor performance. Another Fox producer warned the Plaintiff that Ms. Freeman and Ms. Strem were trying to document any purported mistake made by the Plaintiff in order to get him fired. The Plaintiff repeatedly notified Fox’s human resources department that Ms. Freeman and Ms. Strem were making baseless allegations, and that he had never had any performance complaints until Ms. Freeman and Ms. Strem were transferred to Mr. Kudlow’s show.

31. In fact, the Plaintiff began doing the work of a producer shortly after he was hired to work for Mr. Dobbs, even though the Plaintiff was only a production assistant at the time. Within a year of his hiring, the Plaintiff was doing on-air appearances for Mr. Dobbs’s show, the most-watched show in business television and the most-watched show on Fox Business. In October of 2020, the Plaintiff skipped an intermediate position and was promoted directly to associate producer, a promotion that was extremely unusual for Fox.<sup>5</sup> The Plaintiff was promoted because he had been working long hours and above his pay grade at Fox Business, and Mr. Dobbs personally lobbied for the promotion. Lauren Petterson, the president of Fox Business, personally called the Plaintiff to congratulate him on the promotion and thank him for his hard work. Six months later, however, Ms. Freeman

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<sup>5</sup> Although the Plaintiff was promoted very quickly, it was not nearly so quick as the promotion of Mr. Wallaces’s mistress, Ms. Singman. Both the Plaintiff and Ms. Singman started as production assistants, but after sleeping with Mr. Wallace, Ms. Singman was promoted directly from production assistant to reporter.

and Ms. Strem were trying to get him fired for “poor performance.”

32. In a May 19, 2021 meeting among the Plaintiff, Ms. Freeman, Ms. Strem, and human resources officer Denise Collins, Ms. Freeman and Ms. Strem sought disciplinary action against the Plaintiff because he made a spelling error in a chyron (*i.e.*, the banner that appears at the bottom of a television screen during a news broadcast). Ms. Freeman’s fixation on the spelling error was more than a little ironic. On March 31, 2019, while she was serving as a senior producer for the popular Fox News program *Fox & Friends*, Ms. Freeman produced an infamous chyron stating, “TRUMP CUTS AID TO 3 MEXICAN COUNTRIES.” The following day, a Fox & Friends host was forced to apologize on air for Ms. Freeman’s mistake. Shortly thereafter, Ms. Freeman was transferred from *Fox & Friends* – a prominent show at Fox News – to one of the lowest-rated shows at Fox Business.

33. While working under Mr. Kudlow, Ms. Freeman repeatedly blamed others for her mistakes. And despite the fact that Ms. Freeman and Ms. Strem were discriminating against male staff, Ms. Collins and Fox News whitewashed the concerns raised by the Plaintiff.

34. Ms. Collins purportedly investigated Ms. Freeman and Ms. Strem, but in June of 2021 she claimed that she had found no evidence of wrongdoing, and she blamed the dispute on “miscommunication.” As a result of the ongoing discrimination, harassment, and retaliation, the Plaintiff told Ms. Collins that he was seriously considering whether he should leave Fox News. On June 25, 2021, Ms. Collins sent the Plaintiff an onerous separation agreement that would have required him to remain silent about what he

witnessed at Fox. A redacted copy of that separation agreement is attached as Exhibit 1. After taking two weeks of vacation time, the Plaintiff informed Ms. Collins that he was no longer interested in resigning. The Plaintiff informed Ms. Collins via email that he had consulted a lawyer, and he was considering whether he should file a lawsuit or file a complaint with an anti-discrimination agency like the New York City Human Rights Committee.

35. After sending the email to Ms. Collins, Ms. Freeman and Ms. Strem began excluding the Plaintiff from group emails to staff, thus impairing his ability to do his job. At the same time, someone at Fox Business decided that staff should no longer participate in the morning Zoom sessions/conference calls with Mr. Kudlow.

### CLAIMS

#### New York City Human Rights Law

36. All previous paragraphs are incorporated by reference.

37. The Plaintiff brings claims against the Defendant under Title 8 of the New York City Administrative Code (hereinafter “New York City Human Rights Law” or “NYCHRL”) § 8-502 because the Defendant and its supervisory employees violated NYCHRL § 8-107(a) by discriminating against the Plaintiff on the basis of his gender.

38. The Plaintiff further brings claims against the Defendant under the NYCHRL because the Plaintiff was subjected to “unwanted gender-based conduct” from Judge Napolitano. *See Erasmus v Deutsche Bank Americas Holding Corp.*, 128 Fair Empl Prac Cas (BNA) 745 (“The NYCHRL’s standard for evaluating hostile work environment claims is more permissive, in that the offensive conduct need not be ‘severe or pervasive,’

but need only amount to ‘unwanted gender-based conduct.’”), *citing Anderson v. N.Y.C. Hous. Auth.*, 872 N.Y.S.2d 27, 38 (1st Dep’t 2009) and *Anderson v. Davis, Polk & Wardwell, LLP*, No. 10 Civ. 9338 (NRB), 2013 WL 1809443, at \*2 (S.D.N.Y. Apr. 29, 2013). The Defendant’s executives knew about Judge Napolitano’s predatory behavior before the Plaintiff was subjected to “unwanted gender-based conduct,” and they did nothing to prevent such conduct either before or after the Plaintiff’s encounter with Judge Napolitano.

39. The Plaintiff seeks actual damages, punitive damages, statutory penalties, attorney fees, costs, and any other relief available by law.

#### New York State Human Rights Law

40. All previous paragraphs are incorporated by reference.

41. The Plaintiff brings claims against the Defendants under New York Executive Law § 297 (hereinafter “New York State Human Rights Law” or “NYSHRL”) because the Defendant’s supervisory employees discriminated against the Plaintiff on the basis of his gender in violation of § 296.

42. The Plaintiff seeks actual damages, punitive damages, statutory penalties, attorney fees, costs, and any other relief available by law.

#### **PRAYER**

43. The Plaintiff prays that following summary judgment or a jury trial, the Court grant him actual damages, punitive damages, statutory penalties, attorney fees, costs, and any other relief available by law.

Respectfully submitted,

/s/ Ty Clevenger

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COUNSEL FOR PLAINTIFF  
JOHN FAWCETT



# Exhibit 1

**SEPARATION AGREEMENT AND GENERAL RELEASE**

- 1. SEPARATION AGREEMENT:** This writing represents the Separation Agreement and General Release ("Agreement") between Fox News Network, LLC ("the Company") and John Fawcett ("you" or "your"), and the promises following represent full and mutual consideration for the Agreement.
- 2. LAST DAY OF EMPLOYMENT:** Your last day of employment with the Company is July 9, 2021 (the "Separation Date"). You will no longer report to the office or perform work duties as of June 25, 2021.
- 3. PROMISES OF THE COMPANY:**
  - a. **Separation Payment:** In consideration for this Agreement, the Company shall pay to you the total amount of [REDACTED] ("the Payment"), less appropriate deductions for federal, state and other applicable taxes. The Payment shall be delivered to you via overnight mail or direct deposit to the last bank account on file with the Company as soon as practicable after you return this Agreement signed by you to the Company.
  - b. **COBRA Payment:** The Company also agrees to pay the premium necessary for you and your eligible dependents to continue coverage under the Company's group health, dental, and vision insurance plans in which you and your eligible dependents were enrolled at the time of the termination of your employment, for a period commencing on the first day of the month following the date your as-employed benefits cease and ending on the earlier to occur of: (i) five (5) months later, or (ii) the date you become eligible for comparable coverage from a subsequent employer or obtain comparable coverage from another source; provided, however, that you shall be exclusively responsible for making a timely election for COBRA coverage for you and your eligible dependents, and you shall promptly (within ten (10) business days) inform the Company upon becoming employed by a new employer or obtaining comparable coverage from another source. Pursuant to the American Rescue Plan Act of 2021 ("Act"), you may be entitled to fully subsidized COBRA coverage during the period of April 1, 2021 through September 30, 2021 ("Subsidy Period") to the extent provided under the Act. Your signing of this Agreement will have no effect whatsoever on any entitlement you may have to the subsidy during the Subsidy Period. If you do not sign this Agreement, you will not receive subsidized COBRA coverage beyond any entitlement you may have under the Act.
  - c. **Pension and 401k Benefits:** Your signing of this Agreement will have no effect whatsoever on any rights you have or may have in the future to collect benefits under any Fox pension plan or any Company 401k Plan, or to roll over those monies into an Individual Retirement Account. Any such benefits shall be payable (or not payable) or rolled over in exactly the same manner, on exactly the same terms and under exactly the same conditions as though this Agreement had never been entered into.
  - d. **No Additional Payments Owed / No Current Work-Related Injuries:** You acknowledge and warrant that, except as explicitly provided in this Agreement, you are entitled to no additional payments of any type, including but not limited to wages, overtime, vacation, restricted stock units, performance stock units, stock options, severance, or sick days. You also acknowledge and warrant that you have been reimbursed for or have submitted for reimbursement all business expenses you have incurred during your employment prior to signing this Agreement. In addition, you acknowledge and warrant that you do not currently suffer from any work-related injuries, and that you are fully recovered from any previous work-related injuries you may have sustained during your employment, if any.
- 4. PROMISES OF YOU:**
  - a. **Released Actions/General Release:** With the sole exceptions described in this paragraph, you (on behalf of yourself and all your heirs, assigns, legal representatives, successors in interest, or any person

claiming through you) hereby release the Company, Fox Corporation, and each of their respective divisions, subsidiaries, parents, benefit plans and all other affiliated entities, as well as all their current and former employees, officers, directors, agents, shareholders, attorneys, accountants, partners, insurers, advisors, partnerships, assigns, successors, heirs, predecessors in interest, joint venturers, and affiliated persons of all those entities (collectively "Released Parties") from all liabilities, causes of action, charges, complaints, suits, claims, obligations, costs, losses, damages, injuries, rights, judgments, attorney's fees, expenses, bonds, bills, penalties, fines, liens, and all other legal responsibilities of any form or nature whatsoever, in law or equity, fixed or contingent, whether known or unknown or suspected or unsuspected to exist by you, which you have or had or may claim to have by reason of any and all matters from the beginning of time to the present, including but not limited to those arising from your employment and separation from the Company or pursuant to any federal, State, or local laws, regulations, executive orders or other requirements. Hereinafter, all such matters will be collectively referred to as "Released Actions." This release does not extend to rights you may have to enforce the provisions of this Agreement and does not release claims that cannot be released as a matter of law (including, but not limited to, claims under applicable State law for workers' compensation benefits and/or indemnification) or any claims arising solely after the Effective Date of this Agreement.

- b. **Knowing and Voluntary Release of Statutory Claims of Discrimination, Harassment, and Retaliation:** You specifically intend to include, as a Released Action, any and all claims (e.g., for discrimination, harassment, or retaliation) related to actual or perceived race, religious creed, color, national origin, ancestry, citizenship, age, physical disability, mental disability, medical condition, genetic information, marital status, family status, caregiver status, sex (including pregnancy status, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, sexual orientation, sexual and reproductive health choices, hair texture or hairstyles, military or veteran status, political affiliation, arrest or conviction record, union membership, unemployment status, credit history, status as a victim of domestic violence, stalking, or sexual offenses, or any other legally protected characteristic, or for having engaged in any protected activity under Title VII of the 1964 Civil Rights Act, the Age Discrimination in Employment Act, the Equal Pay Act, the Americans with Disabilities Act, the Family Medical Leave Act, the Fair Labor Standards Act, the New York State Human Rights Law, the New York State Fair Pay Act, the New York City Human Rights Law, the New York City Administrative Code, or any other law, regulation or ordinance that may have arisen before the effective date of this Agreement, including but not limited to those arising from your employment and separation from the Company.
- c. **Return of Property:** You agree to return within seven (7) business days of signing this Agreement all the Company's property in your custody, possession or control, including but not limited to any security access cards, car transponders or decals for access to the Company's parking lot, keys, computer disks, cellular telephones, DVDs, CDs, memory cards, hard drives, flash drives, laptops, pdas, work files, memoranda, notes, records and other documents made or compiled by you or made available to you during the term of your employment and related to that employment.
- d. **Cooperation:** You agree to fully cooperate in any litigation, investigation and/or administrative or governmental proceeding arising out of or relating to your employment with the Company or a division, subsidiary or other affiliated entity of Fox Corporation. You agree, upon reasonable notice, to cooperate fully in any such litigation, investigation and/or administrative or governmental proceeding by making yourself available for interviews, testimony preparation, discovery, truthful deposition and trial testimony, and any other matter reasonably necessary to protect the interest of the Company or any Released Party in any such litigation, investigation and/or administrative or governmental proceeding. The Company will, within thirty (30) days of you providing receipts satisfactory to the Company, reimburse you for any reasonable and necessary expenses incurred by you in connection with such cooperation.

- e. **Ownership:** Unless prohibited or excluded by applicable law (including California Labor Code Section 2870 or any analogous law of the State in which you work), you agree the Company is entitled to and owns as its exclusive property all the results and proceeds of all work or services you performed for the Company or that you created or provided to the Company as its employee during your employment that relates to your employment, regardless of the stage of completion (hereinafter collectively referred to as the "Works"). These Works shall be considered work-for-hire for purposes of copyright. These Works include but are not limited to all written work, research, computer programs, designs, ideas, concepts, drawings, original works of authorship, inventions, developments, know-how, improvements, trade secrets, or other tangible or intangible work product produced, regardless of whether you created the work product by yourself or with others. In all cases where the Company is entitled to and owns the Works, the Company's ownership rights are as broad as legally allowable and will include all rights in all media now known or hereafter devised, in all languages throughout the universe, and in the production, manufacture, recordation and reproduction, by any art, medium or method of the same. The Company's ownership rights in these Works will continue in perpetuity, and include all copyright, trademark, patent or other intellectual property rights, including but not limited to mask work rights, moral rights and trade secrets. The Company shall be deemed the author of the Works and entitled to the copyright therein (and all renewals and extensions thereof), with full ownership to the original, and all copies of the Works prepared by you. The Company shall have the right to dispose of same, or make any or all uses thereof, at any time and in the exercise of its absolute judgment and discretion. You agree to immediately submit to the Company all information that pertains to the Works, and the underlying rights, including but not limited to a list of all Works, all research, plans, designs, specifications, and any other documents or information that relates to the Works. You shall not retain any copies of the Works, or of any part thereof, without the prior written consent of the Company. Even if such consent is granted, you shall not display, reproduce, sell, offer for sale, or otherwise distribute any copies of the Works, or any part thereof, without the further prior written consent of the Company. You agree to assist and support the Company to perfect any patent or other rights the Company has in any of your Works. Unless otherwise required by law, this support shall be provided without additional cost to Company. This support may include, but is not limited to, your signature on necessary documents, and your reasonable review and comment on draft patent applications and any documents opposing such applications. The breach of this Agreement on any grounds and by any party, shall not affect the Company's sole and exclusive ownership of the Works.
- f. **Confidentiality:** You warrant that no disclosure or other use of any kind whatsoever shall ever be made by you, your legal counsel or any other person acting on your behalf concerning the contents of this Agreement or the facts or allegations that gave rise to this Agreement. Notwithstanding the foregoing, however, you shall not be prohibited from disclosing the amount of the payment in Paragraph 3 to persons who have a legal necessity to know (for example, your lawyers, accountants, or spouse), but shall specifically make best efforts to prevent those persons from repeating those disclosures to any other person. You shall also not be prohibited from testifying truthfully in any judicial or other governmental proceeding, including as to any matter to which this confidentiality provision would otherwise apply.

In the event of service upon you or your agents or attorneys of a subpoena requesting any information covered under this paragraph, you (or your agents or attorneys) shall notify the Company (through its counsel Carl Guida, email at [Carl.Guida@fox.com](mailto:Carl.Guida@fox.com), or other member of the Fox News Legal Department at 1211 Avenue of the Americas, New York, NY 10036, email at [FNLDepartment@fox.com](mailto:FNLDepartment@fox.com)), immediately (within no more than two business days) and in writing of the subpoena and agree to use your (or your agents' or attorneys') best efforts to cooperate with the Company in its efforts to limit the scope of the subpoena to the maximum extent allowable by law (including quashing the subpoena, where possible) and to make certain that none of the information subject to subpoena that is covered by this confidentiality provision shall become public in any manner. You agree and acknowledge that this confidentiality provision is a material term of this Agreement.

In furtherance of this provision, you hereby assign to the Company any and all rights to publicity concerning any matter relating to the issues that resulted in your separation from the Company and/or this Agreement. You agree that you will not publish, contribute to or otherwise facilitate the creation of any story, book or other account relating to the Company or any Released Party. In the event you ever receive any compensation for any publicity, story, book or other disclosure relating in whole or part to those issues, all such compensation shall be immediately given over to the Company.

- g. **Standing; No Assignment:** You expressly represent and warrant that you have standing to release any and all claims you have or may have against the Company and the other Released Parties (including all Released Actions), and that you are not a “debtor” within the meaning of the federal bankruptcy statutes. You further represent and warrant that you shall not and have not assigned, transferred or conveyed to any person or entity any Released Actions against any Released Party.
- h. **Indemnification:** You shall indemnify the Company and all other Released Parties against any loss or liability whatsoever (including court costs and reasonable attorney’s fees) caused by any action or proceeding that is brought by you or on your behalf with respect to any Released Action or that is contrary to the provisions of this Agreement, including all costs and reasonable attorneys’ fees incurred by the Company in its defense of any such action or to establish or maintain the application or validity of this Agreement or any of its provisions.
- i. **No Pending Charges or Lawsuits:** You represent that as of the date you execute this Agreement you have not filed any complaints or charges (e.g., with the New York State Division of Human Rights or New York City Commission on Human Rights or the Equal Employment Opportunity Commission) or lawsuits against the Company or any other Released Party with any governmental agency or in any court. You agree that you will not file in any court any lawsuits against the Company or any other Released Party regarding any Released Action at any time in the future; provided, however, this shall not limit you from initiating an arbitration as described in Paragraph 5(d) or from pursuing any claim or lawsuit not released by you under this Agreement (e.g., claims that you may not release as a matter of law).

Nothing in this Agreement shall be construed to prevent you from filing a complaint or charge with, providing information to, and/or from participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, the Securities and Exchange Commission, the National Labor Relations Board, or any other Federal or state government agency. However, you agree that by signing this Agreement you are fully waiving your right to obtain all monetary or other relief that could otherwise be recoverable in any legal proceeding brought by you against the Company or any Released Party.

- j. **No Derogatory Comments:** You agree that you will not make any derogatory remarks that might harm the Company or any other Released Party. Nothing in this Agreement shall be construed to prohibit you from reporting conduct to, providing truthful information to or participating in any investigation or proceeding conducted by a federal or state government agency or self-regulatory organization.
- k. **Trade Secrets:** You understand and agree that in the course of your employment with the Company you may have acquired confidential information and trade secrets concerning the Company’s operations, its future plans and its method of doing business, including, by the way of example, but by no means limited to, highly proprietary information about the Company’s customers, product development, financial, marketing, pricing, cost, and compensation, (hereinafter collectively “Trade Secrets”), all of which information you understand and agree would be extremely damaging to the Company if disclosed to a competitor or made available to any other person or corporation. As used herein, the term “competitor” includes, but is not limited to, any corporation, firm or business engaged in a business similar to that of the Company or its subsidiary companies. You understand and agree that such

information has been divulged to you in confidence and you understand and agree that, at all times, you will not disclose or communicate Trade Secrets or any other secret and confidential information on your own behalf, or on behalf of any competitor, if such information is not otherwise publicly available. In view of the nature of your employment and information and Trade Secrets that you received during the course of your employment, you likewise agree that the Company would be irreparably harmed by any violation of this Agreement and that, therefore, the Company shall be entitled to seek an injunction prohibiting you from any violation or threatened violation of this Agreement.

Federal law provides that no individual may be held criminally or civilly liable under any federal or state trade secret law for directly or indirectly disclosing, in confidence, a trade secret to any federal, state or local government official, or to an attorney, where such disclosure is solely for the purpose of reporting or investigating a suspected violation of law, or is made in a complaint or other document filed under seal in a lawsuit or other proceeding. Nothing in this policy shall be construed to conflict or otherwise interfere with any individual's rights under federal law as provided herein.

## 5. PROMISES OF YOU AND THE COMPANY:

- a. **No Admission of Wrongdoing:** You and the Company agree that this Agreement is not to be construed as an admission, by either, of any wrongdoing, by either.
- b. **Full and Independent Knowledge:** You and the Company represent and agree that each has carefully read and fully understands all of the provisions of this Agreement, that each has been given a reasonable period of time to consider this Agreement, and that each is voluntarily entering into this Agreement. You are advised to consult with an attorney of your own choice prior to signing this Agreement.
- c. **Supplemental Documentation:** You and the Company agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the basic terms and intent of this Agreement and which are not inconsistent with its terms.
- d. **Arbitration:** In the event of any controversy or dispute concerning your employment with the Company, the termination of that employment, this Agreement (including breach thereof), or any future dispute between you and the Company (including any of its parent, subsidiary or related corporations, persons or entities and all of their former or current employees or agents), including but not limited to all statutory claims (e.g., under Title VII of the 1964 Civil Rights Act, the Equal Pay Act, the Family and Medical Leave Act, the Americans with Disabilities Act, the Fair Labor Standards Act, the New York State Human Rights Law, the New York State Fair Pay Act, the New York City Human Rights Law, the New York City Administrative Code, etc.), you and the Company agree that all such matters shall be resolved by binding arbitration before a neutral arbitrator with the Judicial Arbitration and Mediation Service ("JAMS"), with the prevailing party to recover costs and reasonable attorney's fees unless otherwise prohibited by law. However, as to any claim brought under the ADEA, the Company may recover only those costs and attorney's fees specifically authorized under federal law. The parties expressly agree that the question of whether the parties have submitted a particular claim or dispute to arbitration, or which claims are arbitrable, will be decided by the neutral arbitrator. Arbitration proceedings initiated pursuant to this Agreement shall be conducted in accordance with the then-current rules of JAMS. A copy of the most recent JAMS "Employment Arbitration" Rules and Procedures can be found on the JAMS website at [www.jamsadr.com](http://www.jamsadr.com) under the "Rules/Clauses" heading. Either party shall be entitled to commence the arbitration proceeding directly with JAMS, and, after appropriate notice to the other party, JAMS shall proceed to hear the matter even if any party so notified of the proceeding should refuse to participate; JAMS shall render its award in accordance with the evidence even in the absence of such party. If for any reason JAMS is unavailable to hear any matter subject to arbitration hereunder,



the parties will arbitrate their matter under the auspices of such other group as they shall agree upon. The arbitration charges will be shared equally by the parties up to an amount equal to the cost of a first appearance for a plaintiff filing a matter in state court; thereafter, any reasonable arbitration charge in excess of that cost shall be advanced by the Company. The parties shall have the right to engage in the limited discovery required by law as determined by the neutral arbitrator. The neutral arbitrator shall be authorized to award the full range of relief available in a civil action. The arbitrator will also be required to issue a written decision setting forth essential findings and conclusions. Except as may be required by law, no party or arbitrator(s) may disclose the contents or results of the arbitration without prior written consent from each of the parties. This provision does not apply to disputes, claims or controversies pursuant to Paragraph 4(k) ("Trade Secrets") or any others that are otherwise expressly prohibited by law from being subject to arbitration under this agreement, provided such prohibition is not preempted under the Federal Arbitration Act or any other federal law. **THE PARTIES CONSENT THAT ANY AND ALL DISPUTES SHALL BE SUBMITTED TO ARBITRATION AND HEREBY KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY WAIVE ALL RIGHTS TO A JUDICIAL DETERMINATION OF THESE MATTERS, INCLUDING THE RIGHT TO A TRIAL BY JURY.**

**6. CONSTRUCTION OF THIS AGREEMENT:**

- a. **Choice of Law:** Except for the preceding Paragraph 5(d) ("Arbitration"), which shall be governed by the Federal Arbitration Act, this Agreement is to be construed under the laws of the State of New York without reference to principles of choice of law that might call for application of the substantive law of another jurisdiction.
- b. **Invalid Agreement Provisions:** Should any provision of this Agreement become or be held to be legally unenforceable, excepting only the releases contained in Paragraph 4, no other provision of this Agreement shall be affected, and this Agreement shall be construed as if the Agreement had never included the unenforceable provision.
- c. **No Other Agreements:** This Agreement represents the full agreement between you and the Company, and this Agreement supersedes any other agreements, oral or written, by the Company or any of its officers or employees. In signing this Agreement, neither you nor the Company relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. Both the Company and you represent and warrant that each enters into this Agreement knowingly, voluntarily, and willingly, without any threat, duress or coercion. This Agreement may be modified only by written agreement of the Company and you and may not be modified by any oral agreement.
- d. **Construction of Agreement:** This Agreement is deemed to have been drafted jointly by the Company and you. Any uncertainty or ambiguity shall not be construed for or against the Company or you based on attribution of drafting to either.
- e. **Contents of Agreement:** This Agreement consists of seven (7) pages.

*Remainder of page intentionally left blank; signature pages follow.*



**7. EFFECTIVE DATE OF THIS AGREEMENT:**

This Agreement shall be effective on the date signed by the Company and you and if those signatures are on different dates, the effective date of this Agreement shall be the latter of those dates. The Agreement may be executed in counterparts; each counterpart shall be deemed as an original as to the party being charged. The parties agree that facsimiles of or scanned (e.g., by PDF) or electronic (e.g., through Adobe Sign or similar service) signatures shall be deemed as originals for purposes of effectuating this Agreement.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
John Fawcett

FOX NEWS NETWORK, LLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Tim Lykowski  
Senior Vice President, Labor & Employment  
on behalf of Fox News Network, LLC