

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

NOTICE OF CLASS ACTION

If you have worked at Disney theme parks and hotels in Anaheim, California, at any time from January 1, 2019 to the present, your rights may be affected by a class action lawsuit.

A court authorized this Notice. This is not a solicitation from a lawyer. You are not being sued.

- A lawsuit is currently pending in the Superior Court of the State of California for the County of Orange against The Walt Disney Company, Walt Disney Parks and Resorts U.S., Inc., Sodexo, Inc., and SodexoMAGIC, LLC (“Defendants”). The Court has determined that this case may proceed as a class action. A class action is a lawsuit in which one or more people sue on behalf of themselves and others who have similar claims. This Notice has been published for the purpose of informing you of your rights in the lawsuit.
- The case involves claims that Defendants have failed to pay hourly workers the minimum hourly rate provided by the Anaheim Living Wage Ordinance (“LWO”), Anaheim Municipal Code, Chapter 6.99, since January 1, 2019. The LWO requires certain Anaheim employers to pay their employees at least \$15/hour from January 1, 2019, to December 31, 2019; at least \$16/hour from January 1, 2020, to December 31, 2020; at least \$17/hour from January 1, 2021, to December 31, 2021; at least \$18/hour from January 1, 2022 to December 31, 2022; at least \$19.40/hour from January 1, 2023 to December 31, 2023; and at least \$19.90/hour from January 1, 2024 through December 31, 2024.
- Your legal rights may be affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:	
DO NOTHING	Stay in this lawsuit. Await the outcome. Give up certain rights. By doing nothing, you keep the possibility of getting money that may come from a trial or a settlement in the case, and will be bound by any judgment in this case, including if the case is dismissed as the result of a motion. But you give up any rights to sue Defendants separately about the same legal claims in this case.
EXCLUDE YOURSELF	Get out of this lawsuit. Get no benefits from it. Keep your rights. If you ask to be excluded and money is later awarded, you will not share in that money. But you keep any rights to sue Defendants separately about the same legal claims in this case.

- Your options are explained in this Notice. To ask to be excluded from the lawsuit, you must act by **April 2, 2024**.
- The individuals who have brought the lawsuit must prove their claims against Defendants at a trial. If any money is obtained from Defendants and you have not excluded yourself, you will be notified about how to ask for a share.

BASIC INFORMATION

1. Why did I get this notice?

Defendants' records show that you have worked for at least one of the Defendants in Anaheim, California, and were not paid the minimum hourly rate provided by the LWO at some time since January 1, 2019. This Notice explains that the Court has "certified" a class action that may affect you.

2. What is this lawsuit about?

The lawsuit claims that Defendants were subject to the LWO and that since January 1, 2019, they have failed to pay some of their nonexempt employees the minimum hourly rate provided by the LWO. As a result of the alleged failure to pay some employees the minimum hourly rate provided by the LWO, Plaintiffs also claim that Defendants failed to pay terminated nonexempt employees all wages owed upon termination in violation of California Labor Code § 203; failed to pay overtime wages in violation of California Labor Code §§ 510, 1194 and 1198; and engaged in unfair business practices in violation of California Business & Professions Code § 17200 et seq.; that Defendants are liable for wage statement penalties under Labor Code § 226; and that Defendants are liable for civil penalties under California's Private Attorneys General Act, Labor Code § 2698 et seq.

3. What is a class action and who is involved?

In a class action, one or more people, called Class Representatives (in this case, Kathleen Grace, Regina Delgado, Alicia Grijalva, and Javier Terrazas), sue on behalf of themselves and other people who have similar claims. All of these people are called Class Members. The people who brought the case – and all the Class Members like them – are called Plaintiffs. The companies they have sued, The Walt Disney Company, Walt Disney Parks and Resorts U.S., Inc., Sodexo, Inc., and SodexoMAGIC, LLC, are called the Defendants. In a class action, one court resolves all the issues for all Class Members, except for those people who exclude themselves from the Class.

The Court in charge of the case is the Superior Court of the State of California for the County of Orange. The matter is currently assigned to the Honorable William D. Claster, in Department CX 101 at the Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, CA 92701, (657) 622-5302. The Court website is www.occourts.org, and the Case Number is: 30-2019-01116850-CU-OE-CXC.

THE CLAIMS IN THE LAWSUIT

4. What does this lawsuit complain about?

Plaintiffs allege that Defendants The Walt Disney Company, Walt Disney Parks and Resorts U.S., Inc., Sodexo, Inc., and SodexoMAGIC, LLC benefited from a City Subsidy as defined by the LWO and/or contracted with companies that benefited from a City Subsidy as defined by the LWO and, as a result, are required to pay all of their nonexempt employees in Anaheim at least the minimum hourly rate prescribed by the LWO. Plaintiffs allege that since January 1, 2019, Defendants have failed to pay some of their employees at least the hourly rate provided by the LWO.

In addition, Plaintiffs allege that, as a result of the alleged failure to pay some employees at least the hourly rate provided by the LWO, Defendants have also failed to pay terminated employees all wages owed upon termination in violation of California Labor Code § 203; failed to pay overtime wages in violation of California Labor Code

§§ 510, 1194 and 1198; engaged in unfair business practices in violation of California Business & Professions Code § 17200 et seq.; are liable for wage statement penalties under Labor Code § 226; and are liable for civil penalties under California’s Private Attorneys General Act, Labor Code § 2698 et seq.

5. How do Defendants respond to these claims?

Although Defendants deny that they are subject to the LWO and deny that they have done anything wrong, the Court has held that Defendants are subject to the LWO. Defendants disagree with the amount of damages and penalties claimed by Plaintiffs.

6. Has the Court decided who is right?

The Court has held that Defendants are subject to the LWO. The Court has not decided whether Plaintiffs or Defendants are correct about the amount of damages and penalties. By certifying the Class and approving the issuing of this Notice, the Court is not suggesting that Plaintiffs are seeking the correct amount of damages and penalties. Plaintiffs must prove their claimed amount of damages and penalties at a trial.

7. What are Plaintiffs asking for?

Plaintiffs are asking that Defendants pay their hourly employees at least the minimum hourly rate provided by the LWO for all hours worked since January 1, 2019, and waiting time penalties for not being paid all wages owed upon separation of employment. In addition, Plaintiffs are seeking civil penalties, attorneys’ fees, and costs.

8. Is there any money available now?

No money or benefits are available now because the Court has not yet decided the amount of damages and penalties, and the two sides have not settled the case. There is no guarantee that money or benefits will ever be obtained from this lawsuit. If they are and you have not excluded yourself from the Class, you will be notified about how to ask for a share.

WHO IS IN THE CLASS?

9. How do I know if I am part of the Class?

The Court has decided the following are Class Members: All nonexempt current and former individuals employed by Defendants in Disney theme parks and hotels in Anaheim, California, on or after January 1, 2019, who reside in California, and who were not paid hourly wages of at least the amounts required by Title 6, Chapter 6.99 of the Anaheim Municipal Code at any time from January 1, 2019, to the entry of judgment in this action. (Those required minimum hourly wages are at least \$15/hour from January 1, 2019, to December 31, 2019; \$16/hour from January 1, 2020, to December 31, 2020; \$17/hour from January 1, 2021 to December 31, 2021; \$18/hour from January 1, 2022 to December 31, 2022; \$19.40/hour from January 1, 2023 to December 31, 2023; and \$19.90/hour from January 1, 2024 through December 31, 2024).

10. Which current and former employees are included?

You are a Class Member if you are part of the Class as defined in Question 9 above. You are not a Class Member if you have not been employed by Defendants in Disney theme parks and hotels in Anaheim, California, on or after January 1, 2019, or do not reside in California, or were paid the following during your employment with Defendants: at least \$15/hour during the entire time from January 1, 2019, to December 31, 2019; \$16/hour during the entire time from January 1, 2020, to December 31, 2020; \$17/hour during the entire time from January 1, 2021 to December 31, 2021; at least \$18/hour during the entire time from January 1, 2022 to December 31, 2022; at least \$19.40/hour during the entire time from January 1, 2023 to December 31, 2023; **and** at least \$19.90/hour during the entire time from January 1, 2024 through December 31, 2024).

11. What can I do if I am still not sure if I am included?

If you are still not sure whether you are included in the Class, you can ask for free help. You can contact the lawyers in this case, at the phone number or address listed in paragraph 15, for more information.

YOUR RIGHTS AND OPTIONS

You must decide whether to stay in the Class or to ask to be excluded from the case, and you must decide this now.

12. What happens if I do nothing at all?

You do not have to do anything now if you want to keep the possibility of getting money or benefits from this lawsuit. By doing nothing, you are staying in the Class. If you stay in the Class and Plaintiffs obtain money or benefits, either as a result of the trial or a settlement, you will be notified about how to receive your share. Keep in mind that if you do nothing now, regardless of whether Plaintiffs win or lose the case, you will not be able to sue, or continue to sue, Defendants – as part of any other lawsuit – about the same legal claims that are the subject of this lawsuit. This means that if you do nothing, you will be legally bound by all of the orders the Court issues and any judgments that the Court makes in this class action.

13. Why would I ask to be excluded from the lawsuit?

If you already have your own lawsuit against Defendants for failure to pay at least the hourly rate provided by the LWO, or for the other claims set forth in paragraph 4 above as a result, and you want to continue with that lawsuit, you need to ask to be excluded from the Class. If you exclude yourself from the Class – which also means you remove yourself from the Class and is sometimes called “opting out” of the Class – you will not get any money or benefits from this lawsuit even if Plaintiffs obtain them as a result of the trial or from any settlement that may be reached. However, you may then be able to sue or continue to sue Defendants for certain wage and hour claims. If you exclude yourself, you will not be legally bound by the Court’s judgments in this class action.

If you start your own lawsuit against Defendants after you exclude yourself, you will have to hire and pay for your own lawyer for that lawsuit, and you will have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against Defendants, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

Even if you opt out of the Class, you will remain an aggrieved employee for purposes of the representative claim seeking civil penalties pursuant to California’s Private Attorneys General Act, Labor Code § 2698 et seq.

14. How do I ask the Court to exclude me from the Class?

To ask to be excluded from the Class, you must complete and send the attached “Exclusion Request Form” [<https://disneylivingwagecase.com/docs/ExclusionForm.pdf>] stating that you want to be excluded from the *Grace et al. v. The Walt Disney Company et al.* lawsuit. Be sure to include your name, address, and telephone number and to sign and date the letter. You must mail and postmark your Exclusion Request Form by **April 2, 2024**. You may also ask to be excluded by completing and submitting the Form electronically by **April 2, 2024**. The Form can be found here: <https://disneylivingwagecase.com/docs/ExclusionForm.pdf>.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court decided that the law firms of Hadsell Stormer Renick & Dai LLP and McCracken, Stemerman & Holsberry, LLP are qualified to represent you and all Class Members in this case. These lawyers are called Class Counsel. They are experienced in handling similar cases against other employers. If you have questions about the case, you may call **888- 654-6156** to speak with one of the lawyers handling the case. More information about Class Counsel, their practice, and their lawyers’ experience is available at www.hadsellstormer.com and www.msh.law.

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16. Should I get my own lawyer?

If you do not exclude yourself from the Class, you do not need to hire your own lawyer because Class Counsel are working on your behalf. But if you want your own lawyer, you will have to pay that lawyer.

17. How will the lawyers be paid?

You will not have to pay any fees or expenses to Class Counsel. If Class Counsel obtain money or benefits for the Class, they will ask the Court for fees and expenses. If the Court grants Class Counsel’s request, the fees and expenses will be paid by Defendants.

THE TRIAL

18. How and when will the Court decide who is right in this case?

If the case is not resolved by a settlement or otherwise, Class Counsel will have to prove Plaintiffs’ claims at a trial. A jury trial has not yet been set. You do not need to attend the trial; however, you or your own lawyer are welcome to attend at your own expense.