

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

KATHLEEN GRACE, REGINA DELGADO,  
ALICIA GRIJALVA, JAVIER TERRAZAS,  
and all others similarly situated,

Plaintiffs,

v.

THE WALT DISNEY COMPANY, WALT  
DISNEY PARKS AND RESORTS US, INC.,  
SODEXO, INC., SODEXOMAGIC, LLC and  
Does 1-100,

Defendants.

Case No. 30-2019-01116850-CU-OE-CXC

**[PROPOSED] JUDGMENT**

Judge: Hon. William D. Claster  
Dept.: CX101  
Date: September 12, 2025  
Time: 9:00 a.m.

Action Filed: December 6, 2019

1 **JUDGMENT**

2 Pursuant to the terms set forth in the Class Action Settlement Agreement entered into by the  
3 Parties (“Settlement Agreement”), and in accordance with the Order Granting Final Approval of Class  
4 Action Settlement, Attorneys’ Fees and Reimbursement of Costs, and good cause appearing there from,

5 JUDGMENT IS HEREBY ENTERED in accordance therewith as between Plaintiffs Regina  
6 Delgado, Alicia Grijalva, Javier Terrazas (“Plaintiffs”), and all nonexempt current and former former  
7 individuals employed by Disney in Disney theme parks and hotels in Anaheim, California, on or after  
8 January 1, 2019, who reside in California, and who were not paid hourly wages or service charges of at  
9 least the amounts required by Title 6, Chapter 6.99 of the Anaheim Municipal Code at any time from  
10 January 1, 2019 until March 25, 2025, on the one hand, and Defendants The Walt Disney Company and  
11 Walt Disney Parks and Resorts, US, Inc. (the “Disney Defendants”), on the other hand. Judgment is  
12 hereby entered on the merits and with prejudice as to Disney, without fees or costs to any party except as  
13 provided in the Settlement Agreement and awarded by the Court.

14 Without affecting the finality of this Judgment in any way, this Court hereby retains continuing  
15 jurisdiction over: (a) implementation of the Settlement Agreement and any award or plan of allocation  
16 for distribution of the Settlement Fund; (b) matters relating to attorneys' fees, costs, interest, and  
17 expenses in the above-captioned action; and (c) all parties hereto for the purpose of construing,  
18 enforcing and administering the Settlement.

19 In the event that the Settlement does not become effective in accordance with the terms of the  
20 Settlement Agreement, then this Judgment shall be rendered null and void to the extent provided by and  
21 in accordance with the Settlement Agreement and shall be vacated and, in such event, all orders entered,  
22 and releases delivered in connection herewith shall be null and void to the extent provided by and in  
23 accordance with the Settlement Agreement.

24 The Court hereby certifies for settlement purposes only the following Class: All nonexempt  
25 current and former individuals employed by Disney in Disney theme parks and hotels in Anaheim,  
26 California, on or after January 1, 2019, who reside in California, and who were not paid hourly wages or  
27 service charges of at least the amounts required by Title 6, Chapter 6.99 of the Anaheim Municipal Code  
28 at any time from January 1, 2019 until March 25, 2025.

1 The terms of the Class Action Settlement Agreement shall be forever binding on all participating  
2 Class Members. Participating Class Members have released and forever discharged the Disney  
3 Defendants and Released Parties from any and all Released Claims as set forth below:

4 a. “Released Claims” means all claims made or that could have been made based  
5 on the facts pled in this Action, from January 1, 2019, through the Preliminary Approval  
6 Order entered in this case including, but not limited to, the alleged: (1) failure to pay the  
7 minimum wage or service charges required by Anaheim Municipal Code Title 6, Ch.  
8 6.99; (2) waiting time penalties / failure to timely pay all wages due at separation (Labor  
9 Code §§ 201, 202, 203); (3) violation of the Unfair Competition Law (Business &  
10 Professions Code § 17200, et seq.); (4) failure to pay overtime wages (Labor Code §§  
11 510, 553, 558, 1194, 1198); (5) failure to provide accurate itemized wage statements  
12 (Labor Code § 226); and (6) violation of the Private Attorneys General Act, Labor Code  
13 § 2698 et seq. Released Claims shall not include the right of any Settlement Class  
14 Member or any of the Releasing Parties to enforce the terms of this Settlement  
15 Agreement and shall not include the claims of Persons who have timely excluded  
16 themselves from the Settlement Class.

17 b. “Released PAGA Claims” shall mean claims made or which could have been  
18 made for civil penalties under the California Labor Code Private Attorneys General Act  
19 of 2004 (“PAGA”), Labor Code section 2698, et seq., based on the facts pled in this  
20 Action, from January 1, 2019, through the Preliminary Approval Order entered in this  
21 case including, but not limited to, the alleged: (1) failure to pay the minimum wage or  
22 service charges required by Anaheim Municipal Code Title 6, Ch. 6.99; (2) waiting time  
23 penalties / failure to timely pay all wages due at separation (Labor Code §§ 201, 202,  
24 203); (3) violation of the Unfair Competition Law (Business & Professions Code §  
25 17200, et seq.); (4) failure to pay overtime wages (Labor Code §§ 510, 553, 558, 1194,  
26 1198); (5) failure to provide accurate itemized wage statements (Labor Code § 226); and  
27 (6) violation of the Private Attorneys General Act, Labor Code § 2698 et seq. PAGA  
28 Released Claims shall not include the right of any Settlement Class Member or any of the

1 Releasing Parties to enforce the terms of this Settlement Agreement. Settlement Class  
2 Members cannot opt out of the release of their PAGA claims in this Action.

3 c. “Released Parties” means The Walt Disney Company and Walt Disney Parks and  
4 Resorts U.S., Inc., as well as any and all of their current, former, and future predecessors,  
5 successors, assigns, parent companies, subsidiaries, associates, affiliates, employers,  
6 employees, agents, consultants, independent contractors, insurers, directors, managing  
7 directors, officers, partners, principals, members, attorneys, accountants, financial and  
8 other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal  
9 representatives, successors in interest, assigns and companies, firms, trusts, limited  
10 liability companies, partnerships, and corporations, but not including Sodexo, Inc., or  
11 SodexoMAGIC, LLC. Each of the Released Parties is a “Released Party.”

12 d. The Named Plaintiffs have provided general releases and § 1542 waivers.

13 e. Participating Class Members agree to release, waive, not to sue, file an  
14 administrative charge/complaint, or otherwise make any claim against any of the  
15 Released Parties seeking any form of relief, remedy, or recovery based on any of the  
16 Released Claims. It is the intent of the Parties that the Final Approval Order entered by  
17 the Court shall have full *res judicata* and preclusive effect in all pending and future  
18 lawsuits or other proceedings maintained by or on behalf of the Plaintiffs and Class  
19 Members, and that it be final and binding upon Participating Class Members regarding  
20 the Released Claims.

21 The following class members have requested exclusion and are not bound by this Judgment:  
22 Gregory D’Ambrosio, Alex Martinez, and Merri Robinson.

23 The Settlement Administrator shall post this Judgment on a website accessible to Class Members  
24 for 30 days, and file a declaration confirming all terms of the settlement have been completed, including  
25 a summary of all distributions made pursuant to the Settlement Agreement, by May 15, 2026, at 4:00  
26 p.m.

27 **IT IS SO ORDERED.**  
28

DATED: \_\_\_\_\_, 2025

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The Honorable William D. Claster  
Judge of the Orange County Superior Court