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Attorneys for Plaintiffs & Plaintiff Class

**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

**DECLARATION OF JACK SOBCZAK
OF A.B. DATA IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF PROPOSED
SETTLEMENT WITH THE DISNEY
DEFENDANTS AND FORM AND
MANNER OF NOTICE TO THE
SETTLEMENT CLASS**

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

Action Filed: December 6, 2019

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6 SUPREME COURT OF THE STATE OF CALIFORNIA
7 FOR THE COUNTY OF ORANGE
8

9 KATHLEEN GRACE, REGINA
10 DELGADO, ALICIA GRIJALVA,
11 JAVIER TERRAZAS, and all others
12 similarly situated,

13 Plaintiffs,

14 v.

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

19 Defendants.

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20 I, Jack Sobczak, declare as follows:

21 1. I am a Project Manager for A.B. Data, Ltd.'s Class Action Administration
22 Division ("A.B. Data"), whose Corporate Office is located in Milwaukee, Wisconsin. Class
23 Counsel has retained A.B. Data to act as Settlement Administrator in this case after a competitive
24 bidding process.

25 2. A. B. Data has served as Settlement Administrator for this Action pursuant to the
26 Court's Minute Order, which granted preliminary approval, entered March 24, 2025.
27
28

1 3. This Declaration is based upon my personal knowledge and upon information
2 provided to me by Class Counsel, my associates, A.B. Data staff members, and if called on to do
3 so, I could and would testify competently thereto.

4 **DISSEMINATION OF NOTICE**

5 4. A.B. Data established & maintains a website designed to provide important
6 information to interested parties in this class action regarding Plaintiffs' settlement with the
7 Disney Defendants ("Disney Settlement Website"). The website can be found at
8 www.disneylivingwagecase.com. On April 14, 2025, AB Data posted the Notice to the Disney
9 Settlement Class on the Disney Settlement Website. The Disney Settlement Website includes
10 information regarding the Action and the proposed Disney Settlement, including the dates by
11 which conditionally certified Class Members may object or exclude themselves from the Disney
12 Settlement, as well as the means to communicate directly with A.B. Data to update their personal
13 information and preferred payment method as it relates to potentially receiving a settlement
14 payment by check or digital means. Copies of the Notice of Proposed Class Action Settlement
15 (the "Notice") (in English and Spanish) (attached hereto as Exhibit A), the Amended Complaint,
16 the Preliminary Approval Order, and other documents related to the Action are posted on the
17 Settlement Website and are available for downloading. A visual reference to the Disney
18 Settlement Website's information update form is attached hereto as Exhibit B.

19 5. On May 20, 2025, A.B. Data caused 50,498 emails containing individual notice of
20 this settlement to be sent to the conditionally certified Disney Settlement Class. There were 978
21 records which did not include an email address. On June 3, 2025, A.B. Data mailed individual
22 notice via United States Postal Service First Class mail to those 6,942 records which either had an
23 invalid or missing email address. It is worth noting that A.B. Data received information update
24 correspondence ad hoc throughout the pre-Notice period from Class Members, including
25 individual requests to receive Notice via a preferred method, which may have caused a single
26 record to receive multiple copies. A.B. Data caused Notice to be served, either electronically or
27 by US Mail, on 51,476 unique Class Members, with some Class Members in some instances
28 receiving notice both electronically and by US Mail.

1 6. As of the date of this declaration, A.B. Data has received approximately 69 of the
2 mailed notices return undeliverable as addressed. A.B. Data maintains access to multiple address
3 skiptracing databases as a measure to properly effectuate notice plans in similar matters. Each
4 returned notice was researched for an updated address and, if an update was available, caused to
5 be remailed accordingly. Approximately 23 of these returned Notice records received an address
6 update and successfully remailed Notice.

7 7. The Notice was customized for each Class Member and listed each category of the
8 individual Class Member's award, including wages, service charges, interest, statutory penalties
9 as well as penalties pursuant to the California Private Attorneys General Act ("PAGA"). In
10 addition, the Notice provided the sum a participating Class Member would receive as an award
11 before payroll deductions and tax withholding. The data and calculations for the customized
12 Notices was provided to AB data from Class Counsel's data analytics expert, Econ One.

13 8. Each Notice provided a unique PIN to allow the Class Member to verify their
14 identity when they logged into the website. This verification allowed the Class Member access to
15 certain features, including the ability to review their notice with their individual estimated
16 settlement payment.

17 9. Of the 51,476 Class Members, the amount of awards ranged from as low of \$0.21
18 to as high as \$154,483.89. The average award was \$3,502.38.

19 10. The three named Plaintiffs awards are as follows: \$6,413.76 for Regina Delgado,
20 \$6,878.02 for Alicia Grijalva, and \$32,159.95 for Javier Terrazas-Mendoza.

21 11. The Motion for Attorney's Fees and Costs was posted on the Settlement Website
22 on July 17, 2025.

23 12. As of the date of this declaration, the Settlement Website has received 28,525
24 unique user visits.

25 13. An informational toll-free telephone number (1-877-354-3897) and email address
26 (info@disneylivingwagecase.com) were also established to assist and provide information to
27 putative Class Members. These resources were active throughout the Notice period, were
28 accessible 24 hours a day, seven days a week, and remain active as of the date of this declaration.

1 The phone number provides an interactive voice response system that presents callers with a
2 series of choices to hear pre-recorded information about the Action as well as connect directly
3 with a live operator during regular business hours. As of the date of this declaration, A.B. Data
4 has received 9,560 calls on the toll-free telephone line.

5 14. Class Members have been given the option to receive payment either by mailed
6 check or electronically via Venmo or PayPal. As of the date of this declaration, A.B. Data has
7 received approximately 9,814 information and payment election updates from putative Class
8 Members. Class Members who have not elected to receive electronic payment will be mailed a
9 check via US Mail.

10 15. The date by which to timely request exclusion from the Disney Settlement was
11 August 4, 2025. As of the date of this declaration, A.B. Data has received three (3) exclusion
12 requests, a summary of which is attached hereto as Exhibit C.

13 16. The date by which to timely object to the Disney Settlement was August 4, 2025.
14 As of the date of this declaration, A.B. Data has received zero objections.

15 17. A.B. Data received 17 data disputes from Class Members regarding the amount of
16 the settlement they can expect to receive. Those disputes have been reviewed in conjunction with
17 Econ One, Class Counsel, and Disney Counsel. The deadline set by this Court to make a final
18 decision on each of the disputes is August 18, 2025. To date, A.B. Data has been able to resolve
19 all of the disputes and found one (1) to be sustained. A.B. Data will make a final calculation of
20 each Class Member's allocation, including the adjustment for the one sustained dispute.

21 18. A.B. Data received communications from 55 individuals who were not included as
22 Class Members in the data provided by Disney and who have self-identified as class members.
23 A.B. Data reviewed these disputes in conjunction with Class Counsel and Disney Counsel. Of
24 those individuals, 53 were current or former Disney employees who did not have wages below
25 the LWO minimum at any time during the class period and thus were properly excluded from the
26 class. The remaining two will be added to the Class and their share of the settlement calculated
27 by Econ One.
28

19. AB Data will post the Final Judgment in this matter on the Disney Settlement Website for a minimum of 30 days.

INDIVIDUAL SETTLEMENT PAYMENT TAX TREATMENT

20. The settlement allocation was made upon the precise amount of wages, penalties and interest owed to each class member. Accordingly, A.B. Data will apply the actual ratio of wage, penalties and interest allocated to each class member for tax reporting purposes. The wage portion will be subject to withholdings, for which IRS W-2 Forms shall be issued, while penalties and interest will be reported on an IRS 1099 Form, as well as for any Service Award.

ADMINISTRATION EXPENSES

21. As of the date of this declaration, A.B. Data has incurred approximately \$97,555.67 in administrative costs related to this Action. A.B. Data anticipates the remainder of the administration, inclusive of payment distribution, and if a settlement is so approved, not to exceed the \$200,000.00 total figure stated in the Agreement.

CONCLUSION

22. It is my opinion, based on my individual expertise and experience, that the manner and form of notice detailed herein was adequate and reasonable given the circumstances, represented the best practicable notice available as it is consistent with similar matters in the class action space, and was appropriately executed. It is also my opinion that the plan of allocation as proposed by Class Counsel is likewise reasonable and consistent with similar matters and, therefore, it is A.B. Data's recommendation the settlement proceed with final approval from the Court.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 13th day of August, 2025, in Milwaukee, Wisconsin.



Jack Sobczak

EXHIBIT A

Grace et al. v. The Walt Disney Company et al.
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE
Case No. 30-2019-01116850-CU-OE-CXC

*A court authorized this Notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or do not act.*

NOTICE OF CLASS ACTION SETTLEMENT

If you have worked for The Walt Disney Company or Walt Disney Parks and Resorts U.S., Inc. 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.

WHY SHOULD YOU READ THIS NOTICE?

A proposed settlement (the “Settlement”) has been reached in the class action lawsuit currently pending in the Superior Court of the State of California for the County of Orange, entitled *Grace et al. v. The Walt Disney Company et al.*, Case No. 30-2019-01116850-CU-OE-CXC (the “Class Action” or “Action”), with Defendants The Walt Disney Company and Walt Disney Parks and Resorts U.S., Inc. (“Disney”). This Settlement is not an admission of any wrongdoing, liability, or legal violation by Disney; rather, it was entered into by both Parties in order to avoid the continued costs and risks of litigation. The Settlement covers the time period from January 1, 2019, to March 25, 2025 (the “Class Period”). If the court approves the Settlement, the Settlement will resolve all claims in the Class Action against Disney.

This Settlement does not cover employees of Defendants Sodexo, Inc. and SodexoMagic, LLC. Those individuals are part of a separate settlement and will receive a separate settlement notice.

The purpose of this Notice is to inform you about the proposed Settlement and to explain your rights and options with respect to the Class Action and the Settlement.

WHO IS AFFECTED BY THIS PROPOSED SETTLEMENT?

The Court has certified, for settlement purposes, the following class (the “Settlement Class”):

All nonexempt current and former individuals employed by Disney 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 or service charges 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 March 25, 2025.

According to Disney’s records, you are a member of the Class (“Class Member”).

HOW MUCH IS MY SHARE OF THE SETTLEMENT?

Your share of the Settlement before the deduction for taxes and other withholdings is currently estimated to be: «TotalDamagesAmount». This amount is a total of your estimated share of each of the categories identified in the Plan of Allocation explained below.

Your share is based on data obtained from Disney’s records, which indicate the following:

Amount of Wages Owed:	«WagesAmount»
Amount of Service Charges Owed:	«ServiceChargesAmount»
Amount of Retirement Contributions Owed:	«RetirementContributionsAmount»
Interest Owed on Wages, Service Charges, and Retirement Contributions:	«AccruedInterest»
Number of weeks worked from January 1, 2019, to October 28, 2023:	«WeeksWorked»
Number of weeks worked with allegedly inaccurate wage statements (January 1, 2019 to October 28, 2023):	«InaccurateWageStatements_WeeksWorked»
Number of weeks worked with alleged underpaid overtime (January 1, 2019 to October 28, 2023):	«UnderpaidOvertime_WeeksWorked»
End Date of Employment, if any:	«EmploymentEndDate»
Statutory Penalties:	«TotalStatutoryPenalties»
PAGA Penalties:	«TotalPAGAPenalties»
Total Amount you can expect to receive before taxes and withholding:	«TotalDamagesAmount»

A. BACKGROUND

WHAT IS THIS CASE ABOUT?

This case involves claims that Defendants The Walt Disney Company and Walt Disney Parks and Resorts U.S., Inc., failed to pay hourly workers the minimum hourly rate and service charge required by the Anaheim Living Wage Ordinance (“LWO”), Anaheim Municipal Code, Chapter 6.99, since January 1, 2019. The Court has now held that Disney is subject to the LWO.

Disney disagrees with the decision that it is subject to the LWO and disagrees with the amount of damages and penalties claimed by Plaintiffs, but the Parties have reached a compromise to resolve these matters. This Settlement is the result of good faith, arm’s-length negotiations between Plaintiffs, who are the Class Representatives, and Defendants, through their respective attorneys. All Parties agree that in light of the risks and expenses associated with continued litigation, the Settlement is fair and appropriate under the circumstances and is in the best interests of the Class Members.

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; at least \$19.90/hour from January 1, 2024, to December 31, 2024; and at least \$20.42/hour from January 1, 2025, to December 31, 2025.

Plaintiffs allege that Defendants The Walt Disney Company and Walt Disney Parks and Resorts U.S., Inc., were 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, Disney failed to pay some of their employees at least the hourly rate required by the LWO. Plaintiffs also allege that Disney failed to pay some of their employees the full amount of service charges owed as required 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, Disney also failed to pay some former employees all wages owed upon the end of their employment, 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.

B. SETTLEMENT TERMS

WHAT IS INCLUDED IN THE SETTLEMENT AMOUNT?

Subject to final court approval, Disney will pay a total of \$233,000,000 (the “Settlement Amount”). The Settlement Amount includes the following: payment to the Class Members; payment to the California Labor and Workforce Development Agency (“LWDA”); service awards to the Class Representatives; Class Counsel’s fees and costs; and costs for administering the Settlement.

WHAT IS THE NET SETTLEMENT AMOUNT?

The portion of the Settlement Amount available for distribution to Class Members (the “Net Settlement Amount”) (\$179,575,000) is calculated by deducting from the Settlement Amount:

- Payment to the California Labor and Workforce Development Agency (“LWDA”) for PAGA penalties (\$17,475,000) as required by law;
- Service Awards to the Class Representatives in the amount of \$60,000 (\$20,000 to each of the three (3) Named Plaintiffs), subject to Court approval;
- Class Counsel fees of 15% (\$34,950,000) of the Settlement Amount, subject to Court approval;
- Costs of up to \$740,000, subject to Court approval; and
- Costs of administering the Settlement, estimated to be no greater than \$200,000, subject to Court approval.

The Net Settlement Amount” will be paid to Class Members, to be allocated in the following manner:

- 60.78% of the Net Settlement (\$109,148,506) for the wage claims, including unpaid wages, service charges, and 401(k) contributions;
- 18.16% of the Net Settlement Amount (\$32,611,493) for interest on the unpaid wages, service charges, and 401(k) contributions;
- 17.81% of the Net Settlement Amount (\$31,990,001) for claimed statutory penalties for alleged waiting time and alleged wage statement claims; and
- 3.24% of the Net Settlement Amount (\$5,825,000) for alleged PAGA penalties which will be distributed among all PAGA Members, comprised of all eligible Class Members including those who opt out of the Class, for claimed penalties on alleged wage statement, overtime, and waiting time claims.

WHAT CLAIMS ARE BEING RELEASED BY THE PROPOSED SETTLEMENT?

Upon Final Approval of the Settlement by the Court, the Class and each Class Member, including each Plaintiff jointly, severally, shall fully release and discharge Defendants and Released Parties from the Released Claims.

“Released Parties” shall collectively mean: (i) The Walt Disney Company and Walt Disney Parks and Resorts U.S., Inc. (“Defendants”); (ii) each of Defendants’ current, former, and future predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, limited liability companies, partnerships, and corporations.

“Released Claims” means all claims made or that could have been made based on the facts pled in this Action, from January 1, 2019, through the Preliminary Approval Order entered in this case including, but not limited to, the alleged: (1) failure to pay the minimum wage or service charges required by Anaheim Municipal Code Title 6, Ch. 6.99; (2) waiting time penalties / failure to timely pay all wages due at separation (Labor Code §§ 201, 202, 203); (3) violation of the Unfair Competition Law (Business & Professions Code § 17200, et seq.); (4) failure to pay overtime wages (Labor Code §§ 510, 553, 558, 1194, 1198); (5) failure to provide accurate

itemized wage statements (Labor Code § 226); and (6) violation of the Private Attorney General Act, Labor Code § 2698 et seq. Released Claims shall not include the right of any Settlement Class Member or any of the Releasing Parties to enforce the terms of this Settlement Agreement and shall not include the claims of Persons who have timely excluded themselves from the Settlement Class.

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

WHAT ARE CLASS COUNSEL’S ATTORNEYS’ FEES AND COSTS, CLASS REPRESENTATIVE SERVICE AWARDS, AND ADMINISTRATIVE COSTS?

Plaintiffs will seek an award of attorneys’ fees up to 15% (\$34,950,000) of the \$233,000,000 Settlement Amount, as well as the reimbursement of costs of up to approximately \$740,000. Because there are two firms serving as Class Counsel in this Case, the firms will allocate any recovery of attorneys’ fees and costs between them based on work on the case, rates based on attorney experience, and costs and risk incurred by the firms.

In addition, Class Counsel will ask the Court to authorize Service Awards of up to \$20,000 to each of the three Class Representatives, in addition to the Individual Settlement Awards they will receive as Class Members, for their services in representing the Class in the Class Action.

Class Counsel estimates the cost of administering the Settlement, including but not limited to giving notice to the Class, calculating the Individual Settlement Awards, and making the payments authorized under the Settlement, will be up to \$200,000. Class Counsel will ask the Court to authorize those costs to be paid to the Settlement Administrator.

Plaintiffs’ Motion for Attorneys’ Fees and Reimbursement of Costs will be available for review at least 16 days prior to the deadline for Class Members to object to the Settlement.

C. ALLOCATION OF SETTLEMENT

WHAT IS THE PLAN OF ALLOCATION?

The Plan of Allocation is as follows:

Statutory Damages and Statutory Penalty Claims:

Each Class Member who does not opt out of the Settlement will receive their share of:

- **\$141,759,999 allocated to Claims for Wages, Service Charges, 401(k) Contributions and Interest.** Each Class Member will receive the full amount of wages and 401(k) contributions that Plaintiffs allege Disney failed to pay each Class Member during the Class Period. Each Class Member who Plaintiffs allege is owed unpaid service charges will receive the full amount that Plaintiffs allege Disney failed to pay those Class Members during the Class Period. The amounts have been calculated using Defendants’ records, including payroll, service charge, and timekeeping data for the Class Period. In addition, each Class Member’s allocation includes a calculation of 10% annual interest from the time of the alleged underpayment through July 1, 2025. Your estimated share of these claims is «SUM_wageretservint».

- **\$17,098,860 allocated to Statutory Penalties for Alleged Wage Statement Claims.** Each Class Member will receive a pro rata share of this allocation, calculated based on the number of Work Weeks with an alleged underpayment of wage during the Class Period (“Work Weeks”). This is calculated by dividing the individual Class Member’s Work Weeks with an alleged underpayment by the total Work Weeks for the Class with an alleged underpayment and multiplying the allocation by that number. Your estimated share on this claim is «StatutoryWageStatementPenalties».
- **\$14,891,141 allocated to Statutory Penalties for Alleged Waiting Time Claims:** Each Class Member whose employment ended between July 14, 2023, and March 25, 2025, will receive a per capita share of this allocation. This is calculated by dividing the allocation by the number of Class Members whose employment with Disney ended during this time, which is approximately 8,077 Class Members. Your estimated share on this claim is «StatutoryWaitingTimePenalties».

Private Attorneys General Act (“PAGA”) Representative Action Claims & Penalties:

In addition, each Class Member, including those who opt out, may be an “aggrieved employee” with representative action claims under PAGA (“PAGA Member”). There are 51,295 PAGA Members in this Case. Each PAGA Member will receive a portion of the allocation to the PAGA Claims as follows:

- **\$5,049,354 allocated to PAGA Claim for Alleged Wage Statement Violations.** Each PAGA Member will receive a pro rata share of this allocation, which is based on the individual’s number of Work Weeks with an alleged underpayment of wages during the PAGA Claims Period, which is the same as the Class Period. This is calculated by dividing the individual’s total Work Weeks with an alleged underpayment by the total Work Weeks with an alleged underpayment for all the PAGA Members and multiplying the allocation by that number. Your estimated share on this claim is «PAGAWageStatementPenalties».
- **\$538,521 allocated to PAGA Claim for Alleged Overtime Violations.** Each PAGA Member will receive their pro rata share of the allocation based on the individual’s Work Weeks with allegedly underpaid overtime during the PAGA Claims Period. This is calculated by dividing the individual’s Work Weeks with allegedly underpaid overtime by the total Work Weeks with allegedly underpaid overtime for all the PAGA Members and multiplying the allocation by that number. Your estimated share on this claim is «PAGAOvertimePenalties».
- **\$237,125 allocated to PAGA Claim for Alleged Waiting Time Penalty Violations.** Each PAGA Member whose employment with Disney ended during the PAGA Claims Period will receive a per capita share of this allocation. This is calculated by dividing the allocation by the number of PAGA Members whose employment with Disney ended during the PAGA Claims Period. Your estimated share on this claim is «PAGAWaitingTimePenalties».

D. YOUR OPTIONS

WHAT ARE MY OPTIONS IN THIS MATTER?

You have three options regarding this Settlement, each of which is discussed below. You may: (A) do nothing, remain in the Class, and receive your share of the Settlement; (B) challenge your allocation amount indicated on the first page of this Notice while remaining in the Class so that you can receive your share of the Settlement; or (C) exclude yourself from the Class and from the Settlement. If you choose option (A) or (B), you may also object to the Settlement as explained below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:

<p>OPTION (A): DO NOTHING</p>	<p>Stay in this lawsuit. Receive your payment. Give up certain rights.</p> <p>By doing nothing, you will receive the «TotalDamagesAmount» indicated at the top of this Notice if approved by the Court and will be bound by any judgment in this case. But you give up any rights to sue Disney separately about the Released Claims.</p>
<p>OPTION (B): DISPUTE YOUR ALLOCATION</p>	<p>Stay in this lawsuit. Challenge your payment.</p> <p>If you DO NOT agree with the «TotalDamagesAmount» indicated at the top of this Notice, but you DO wish to participate in the Settlement, you must do the following:</p> <p>Complete and send a letter by United States or electronic mail entitled “Notice of Dispute” to the Settlement Administrator at the address/email listed below or through the Settlement Administrator’s website www.disneylivingwagecase.com explaining why you dispute the total, together with any supporting written documentation. Such documentation may consist of official records, pay stubs, weekly schedules, or personal logs.</p> <p>To be considered, the Notice of Dispute and supporting written documentation must be postmarked no later than August 4, 2025. The Settlement Administrator will make a final and binding determination regarding any disputes by August 18, 2025. The Settlement Administrator will inform you by email of the final determination in writing. If the Settlement receives the Court’s final approval, your settlement check will be sent to you by United States mail at the address on this Notice.</p>
<p>OPTION (C): EXCLUDE YOURSELF</p>	<p>Get out of this lawsuit. Get no benefits from it. Keep your rights.</p> <p>If you already have your own lawsuit against Disney for failure to pay at least the hourly rate provided by the LWO, or for the other claims set forth above, or otherwise DO NOT want to be part of the Settlement, you must submit a signed written request to be excluded from the Settlement entitled “Exclusion Request Form” stating that you want to be excluded from the <i>Grace et al. v. The Walt Disney Company et al.</i> 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 August 4, 2025, to <u>Disney Wage Settlement Administrator c/o A.B. Data, Ltd., PO Box 173001, Milwaukee, WI 53217</u>. You may also ask to be excluded by completing and submitting the Form electronically by August 4, 2025. The Form can be found here: www.disneylivingwagecase.com</p> <p>If you do not timely submit an executed Exclusion Request Form, your Exclusion Request Form will be rejected, you will be deemed a Class Member, and you will be bound by all Settlement terms, including but not limited to the release of the Released Claims.</p> <p>If you timely submit an executed Exclusion Request Form, you will have no further role in the Class Action, and for all purposes, you will be regarded as if you never were either a party to the Action or a Class Member, and thus you will not be entitled to any benefit as a result of the Class Action and will not be entitled to or permitted to assert an objection to the Settlement.</p> <p>By law, you are not permitted to opt out of the Released PAGA Claims and you will be paid your pro rata share of the amount of the settlement allocated to PAGA.</p>

Who is the Settlement Administrator?

Disney Wage Settlement Administrator, c/o A.B. Data, Ltd.

PO Box 170500 | Milwaukee, WI 53217

Phone: (877) 354-3897

Email: info@disneylivingwagecase.com

If you wish to communicate electronically with the Settlement Administrator, you can email the Administrator at the address above or access the Class Member Portal at www.disneylivingwagecase.com/update-information using your email address and your personal PIN: «UniqueID2»

CAN I OBJECT TO THE SETTLEMENT?

If you believe the Settlement is unfair or inadequate in any respect, you can ask the Court to deny approval by submitting a timely objection. You cannot ask the Court to order a larger or different settlement; the Court can only approve or disapprove the Settlement. If the Court denies approval, no settlement payments will be made, and the Class Action will continue. **You cannot object to the Settlement if you request exclusion from the Settlement as provided under Option C, above.**

All written objections and supporting papers must:

- (a) Identify the case name and number (Grace et al. v. The Walt Disney Company et al. Case No. 30-2019-01116850-CU-OE-CXC) and your name, address and telephone number;
- (b) Be submitted to the Settlement Administrator;
- (c) Be postmarked on or before August 4, 2025;
- (d) Explain your grounds for the objection, including all citations to legal authority and evidence supporting the objection;
- (e) Include the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of the objections; and
- (f) Include a statement indicating whether you intend to appear at the Final Approval Hearing, either personally or through your attorneys.

Alternatively, you may appear in court or hire an attorney to appear in court to orally object at the Final Approval Hearing.

If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

Any Class Member who does not object to the Settlement in the manner described above may be deemed to have waived any objections and may be foreclosed from objecting to the fairness or adequacy of the Settlement, the payment of attorneys' fees and costs, the Service Awards to the Class Representatives, the claims process, and any and all other aspects of the Settlement.

Likewise, even if you submit an objection, you will be bound by the terms of the Settlement, including applicable releases as set forth above, unless the Court does not finally approve the Settlement.

E. PAYMENT OF YOUR SHARE OF SETTLEMENT

HOW WILL I RECEIVE MY PAYMENT?

Each Class Member who does not timely request to opt out of and be excluded from the Settlement ("Participating Class Member") will receive his or her share of the Net Settlement Amount based on the Plan of Allocation. You should receive your payment within 60 days of the Effective Date of the Settlement

Agreement. The Effective Date will occur after the Court grants Final Approval of the Settlement and enters Judgment. The Settlement Agreement will only become effective if approved by the Court.

Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member. None of the Parties or Parties' attorneys make any representations concerning the tax consequences of the Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Members are solely responsible for determining the tax consequences of payments made pursuant to the Settlement and for paying taxes, if any, which are determined to be owed by each of them on such payments (including penalties and interest related thereto) by any taxing authority, whether state, local, or federal.

Participating Settlement Class Members may elect to receive any Settlement Payment due to them via electronic payment on the Class Member Portal www.disneylivingwagecase.com using your email address and your personal PIN: «UniqueID2»

In the event Participating Settlement Class Members do not exercise this option to receive their Settlement Payment via electronic payment, they will receive their Settlement Payment via a physical check by U.S. Mail at the following address: «Street1» «Street2», «City», «State» «Zip»

If you have moved or changed your email or phone, **please provide a current, valid email address and/or mobile phone number** on the Class Member Portal www.disneylivingwagecase.com/update-information using your email address and your personal PIN: «UniqueID2»

If the email address or mobile phone number on file becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive a payment. When you receive the email and/or mobile phone text notifying you of your Settlement payment, you will be provided with a number of digital payment options such as PayPal, Venmo, or direct deposit to immediately receive your Settlement payment. The email and/or text will also give you the option to request a paper check.

WHAT HAPPENS IF MY E-MAIL OR MAILING ADDRESS HAS CHANGED OR CHANGES?

If you do not opt for payment by electronic means, your payment will be sent to the address on this Notice. Therefore, if your address changes or is different from the one this Notice was sent to, you must correct it by notifying the Settlement Administrator on the Settlement Website, which can be found at www.disneylivingwagecase.com

F. FINAL APPROVAL OF SETTLEMENT BY COURT

WHAT IS THE NEXT STEP IN THE APPROVAL OF THE SETTLEMENT?

The Court will hold a Final Approval Hearing on the fairness and adequacy of the Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the settlement administration costs, and the Service Awards to the Class Representatives on September 12, 2025 at 9:00 a.m. Class Members may attend the hearing via Zoom or in person at the Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, CA 92701. Instructions for appearance by Zoom are provided by the Court at: <https://www.occourts.org/general-information/covid-19-response/civil-covid-19-response/civil-remote-hearings>.

The Final Approval Hearing may be continued without further notice to Class Members. You are advised to check the Settlement website at www.disneylivingwagecase.com to confirm that the Final Approval Hearing date and/or time has not been changed. You are not required to attend the Final Approval Hearing to receive your share of the Settlement.

BECAUSE YOU HAVE BEEN IDENTIFIED AS A MEMBER OF THE CLASS, YOU DO NOT NEED TO DO ANYTHING TO BE ELIGIBLE TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.

G. THE LAWYERS REPRESENTING YOU

WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

The attorneys for the Class Representatives and Settlement Class in this Class Action (“Class Counsel”) are:

Richard G. McCracken Sarah Grossman-Swenson McCRACKEN, STEMERMAN & HOLSBERRY, LLP 475 14th Street, Suite 1200 Oakland, CA 94612 Telephone: (415) 597-7200 Facsimile: (415) 597-7201	Randy Renick Cornelia Dai HADSELL STORMER RENICK & DAI LLP 128 North Fair Oaks Avenue, Suite 204 Pasadena, California 91103-3645 Telephone: (626) 585-9600 Facsimile: (626) 577-7079
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The attorneys for Disney Defendants are:

David C. Marcus WILMER CUTLER PICKERING HALE AND DORR LLP 350 South Grand Avenue, Suite 2100 Los Angeles, California 90071 Telephone: (213) 443-5312 Facsimile: (213) 443-5400	Alan E. Schoenfeld Ryan Chabot WILMER CUTLER PICKERING HALE AND DORR LLP 7 World Trade Center 250 Greenwich Street New York, NY 10007 Telephone: (212) 937-7294 Facsimile: (212) 230-8888
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H. GETTING MORE INFORMATION

HOW CAN I GET ADDITIONAL INFORMATION?

This Notice only summarizes the Class Action, the basic terms of the Settlement, and other related matters. For the precise terms and conditions of the Settlement, please see the Class Action Settlement Agreement, available at www.disneylivingwagecase.com, contact Class Counsel, or contact the Settlement Administrator at the address and telephone number listed above.

The Class Action Settlement Agreement and Plaintiffs’ Motion for Attorneys’ Fees and Reimbursement of Costs will be available for review by July 17, 2025, at www.disneylivingwagecase.com.

Any questions regarding this Notice should be directed to the Settlement Administrator or to Class Counsel at the above addresses and telephone numbers.

If you would like to review this information in another language, you may submit a request for a translated Notice at www.disneylivingwagecase.com.

PLEASE DO NOT TELEPHONE OR E-MAIL THE COURT OR THE COURT CLERK’S OFFICE, OR DISNEY OR DISNEY’S LAWYERS, TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT B

Disney Living Wage Case

Grace et al. v. The Walt Disney Company et al.

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

The information on this website is only a summary of the terms of the Settlement.

If you have worked for The Walt Disney Company or Walt Disney Parks and Resorts U.S., Inc. 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.

Payment information is not available at this time. Class Members will receive an individual notice via mail and/or email on May 20, 2025 that will explain each class member's options and detail the amount each class member can expect to receive.

This case involves claims that Defendants The Walt Disney Company and Walt Disney Parks and Resorts U.S., Inc., failed to pay hourly workers the minimum hourly rate and service charge required by the Anaheim Living Wage Ordinance ("LWO"), Anaheim Municipal Code, Chapter 6.99, since January 1, 2019. The Court has now held that Disney is subject to the LWO.

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; at least \$19.90/hour from January 1, 2024, to December 31, 2024; and at least \$20.42/hour from January 1, 2025, to December 31, 2025.

Plaintiffs allege that Defendants The Walt Disney Company and Walt Disney Parks and Resorts U.S., Inc., were 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, Disney failed to pay some of their employees at least the hourly rate required by the LWO. Plaintiffs also allege that Disney failed to pay some of their employees the full amount of service charges owed as required 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, Disney also failed to pay some former employees all wages owed upon the end of their employment, 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.

This Settlement is not an admission of any wrongdoing, liability, or legal violation by Disney; rather, it was entered into by both Parties in order to avoid the continued costs and risks of litigation.









If you were employed by Sodexo, Inc. and SodexoMagic, LLC and or possibly affected by the Sodexo Settlement, information is available here: [Settlement Webpage](#).



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Court Documents



Court Documents

-  [Settlement Agreement](#)
-  [Exclusion Form](#)
-  [Minute Order](#)
-  [Johnson Declaration ISO Motion for Preliminary Approval](#)
-  [Plaintiffs Motion for Preliminary Approval](#)
-  [Plaintiffs Proposed Order Granting Motion for Preliminary Approval](#)
-  [Renick Declaration ISO Motion for Preliminary Approval](#)
-  [Swenson Declaration ISO Motion for Preliminary Approval](#)
-  [Second Amended Complaint](#)
-  [Preliminary Approval Order](#)

Motion For Fees

-  [Declaration Of Randy Renick In Support of Motion For Attorneys' Fees And Reimbursement Of Costs; And Exhibits](#)
-  [Declaration Of Sarah Grossman-Swenson In Support of Plaintiff's Motion For Attorneys' Fees And Reimbursement Of Costs; And Exhibits](#)
-  [Declaration Of Richard M. Pearl In Support of Plaintiff's Motion For Attorneys' Fees And Reimbursement Of Costs](#)
-  [Declaration Of Professor Charles Silver In Support of Plaintiff's Motion For Attorneys' Fees And Reimbursement Of Costs](#)
-  [Proposed Order Granting Plaintiffs' Motion For Attorneys' Fees And Reimbursement Of Costs](#)
-  [Corrected Notice of Motion And Motion For Attorneys' Fees And Reimbursement Of Costs](#)

Notice

-  [Long Form Notice](#)
-  [Long Form Notice - Spanish](#)

Note: These documents are in PDF format. To view the documents, you will need [Adobe Acrobat Reader](#) on your computer or other internet-enabled device.



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This official website is maintained by the Settlement Administrator under the supervision of Co-Lead Counsel for the members of the Settlement Class in Grace et al. v. The Walt Disney Company et al. Case No. 30-2019-01116850-CU-OE-CXC

Update Information

Change your E-Mail and Mailing Address by utilizing the form below. You may also elect to receive a digital payment by completing this Election Form.

[Election Form](#)



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© 2025 Disney Living Wage Case

Disney Wage Settlement

Login

To submit an online claim please enter your Email Address
and the 6-character Unique Id provided to you on your
Notice.

Pin: *

Email Address:

Login

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SETTLEMENT CLASS MEMBER INFORMATION

If you wish to update your mailing address, please complete the Information Form below:

Full Name: *

Mailing Address (Street, P.O. Box, Suite, or Office Number): *

Country: *

City: *

Email Address: *

Telephone Number: *

WAGE INFORMATION

Unique Id:

C6GLR6

Total Damages:

\$18.02

Total Wages:

\$1.15

Retirement Contributions:

\$null

Total Service Charges:

\$null

Accrued Interest:

\$0.69

Week's Worked:

31.00

Inaccurate Wage Statement Week's Worked:

1.00

Underpaid Overtime Week's Worked:

0.00

Employment End Date:

2019-12-07

Statutory Wage Statement Penalties:

\$6.27

Statutory Waiting Time Penalties:

\$null

Total Statutory Penalties:

\$6.27

Total PAGA Penalties:

\$9.90

Wage Statement Penalties:

\$1.85

PAGA Overtime Penalties:

\$null

PAGA Waiting Time Penalties:

\$8.05

PAYMENT DETAIL INFORMATION

Please make your payment selection below by checking the box for ONE Settlement Benefit option:

Please Select a Payment Type:

Please Select a Type

☐

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SUBMIT

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EXHIBIT C

Date Submitted	Notice ID	Name	Estimated Award	PAGA Total
7/1/2025	893748834	GREGORY D'AMBROSIO	\$198.89	\$9.27
6/6/2025	893729143	ALEX MARTINEZ	\$58.00	\$13.61
8/5/2025	893704211	MERRI ROBINSON	\$225.62	\$14.53