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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

MAR 25 2025

DAVID H. YAMASAKI, Clerk of the Court

BY:  DEPUTY

**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] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Judge: Hon. William D. Claster

Dept.: CX101

Action Filed: December 6, 2019

**[PROPOSED ORDER] GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT AGREEMENT**

On December 6, 2019, Plaintiffs Kathleen Grace, Regina Delgado, Alicia Grijalva, and Javier Terrazas (“Plaintiffs”) filed a wage-and-hour class action on behalf of a class of workers against Defendants The Walt Disney Company and Walt Disney Parks and Resorts U.S., Inc. (“Disney”) and Defendants Sodexo, Inc. and SodexoMAGIC, LLC (“Sodexo”).¹ Plaintiffs’ Complaint alleged that Disney and Sodexo violated the City of Anaheim’s Living Wage Ordinance (adopted in 2018, and codified at Chapter 6.99 of the Anaheim Municipal Code, referred to as the “LWO”), Labor Code section 203 (waiting time penalties), Labor Code sections 510, 1194 and 1198 (overtime wages), Business and Professions Code section 17200 (the Unfair Competition Law or UCL), and Labor Code section 2698 (the Private Attorneys General Act or PAGA). Plaintiffs sought damages including back wages, as well as restitution, penalties, interest, declaratory and injunctive relief, costs, attorneys’ fees, and a jury trial. Plaintiffs later amended their complaint to seek wage statement penalties under Labor Code section 226 and reimbursement of unpaid service charges under the LWO.

Following extensive litigation and the Court of Appeal holding that Disney was required to comply with the LWO, Plaintiffs and Disney participated in a full-day mediation with the Honorable Layn Phillips (ret.), and reached a tentative settlement agreement pursuant to a mediator’s proposal. This Settlement Agreement has been reduced to writing and filed with this Court.

Plaintiffs have now moved this Court for an order:

1. Preliminarily approving the class action settlement for \$233,000,000;
2. Preliminarily and conditionally certifying the Settlement Class for purposes of settlement;
3. Preliminarily appointing Plaintiffs Regina Delgado, Alicia Grijalva, and Javier Terrazas as the Disney Class Representatives for purposes of settlement;
4. Preliminarily appointing Randy Renick and Cornelia Dai of Hadsell Stormer Renick & Dai LLP and Richard G. McCracken and Sarah Grossman-Swenson of McCracken, Stemerman & Holsberry, LLP as Class Counsel for purposes of settlement;

¹ Plaintiffs and Sodexo have reached a settlement in principle that will be the subject of a separate motion for preliminary approval.

1 5. Preliminarily approving settlement administration services to be provided by A.B. Data,
2 Ltd. ("AB Data") estimated at no more than \$200,000;

3 6. Approving as to form and content the proposed class notice, attached as Exhibit A to the
4 Settlement Agreement;

5 7. Directing that the notice be sent by e-mail to Settlement Class members and by first class
6 mail when e-mails are returned; and

7 8. Scheduling a Final Approval Fairness Hearing on the question of whether the proposed
8 settlement should be finally approved as fair, reasonable, and adequate as to the members of the
9 Settlement Class.

10 No opposition has been filed to Plaintiffs' Motion for Preliminary Approval, which was heard in
11 Department CX101 of the above-entitled Court, located at 751 West Santa Ana Blvd., Santa Ana,
12 California 92701, on January 17, 2025, at 9:00 a.m., and continued to March 21, 2025. Counsel for
13 Plaintiffs and Defendants then submitted on the tentative order issued by the Court on March 20, 2025.

14 This Court, having considered Plaintiffs' notice of motion, supporting memorandum of points
15 and authorities and the supporting declarations of counsel and an economist, the Settlement Agreement,
16 the proposed Class Notice, a supplementary submission, and the oral argument presented to the Court,
17 and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of
18 any proposed class action settlement, and to conduct a fairness hearing as to good faith, fairness,
19 adequacy, and reasonableness of any proposed settlement, HEREBY FINDS and ORDERS as follows:

20 **ORDER CONDITIONALLY CERTIFYING SETTLEMENT CLASS, AND**
21 **APPOINTING CLASS REPRESENTATIVES AND CLASS COUNSEL**

22 The Court previously granted class certification of the Plaintiff Class, and finds that provisional
23 certification of the following class for settlement purposes ("the Settlement Class") is appropriate under
24 Code of Civil Procedure § 382: All nonexempt current and former individuals employed by Disney in
25 Disney theme parks and hotels in Anaheim, California, on or after January 1, 2019, who reside in
26 California, and who were not paid hourly wages or service charges of at least the amounts required by
27 Title 6, Chapter 6.99 of the Anaheim Municipal Code at any time from January 1, 2019, to the date of
28 the order on the Preliminary Approval Motion.

1 The Court finds that the Settlement Class meets the ascertainability and numerosity requirements
2 because over 52,000 class members have been identified. The commonality requirement is also met. In
3 the absence of class certification and settlement, each individual Settlement Class member would be
4 forced to litigate core common issues of law and fact.

5 Because the Named Plaintiffs' and Settlement Class members' claims all arise from the same
6 events and course of conduct, and are based on the same legal theories, the typicality requirement is also
7 satisfied. The adequacy of representation requirement is also met here because the Named Plaintiffs
8 have the same interests as all members of the Settlement Class, and there is no conflict of interest.
9 Moreover, counsel, namely, Randy Renick and Cornelia Dai of Hadsell Stormer Renick & Dai LLP, and
10 Richard G. McCracken and Sarah Grossman-Swenson of McCracken, Stemerman & Holsberry, LLP,
11 are adequate and competent Class Counsel.

12 The Court further finds that common issues predominate over individual issues in the litigation
13 and that class treatment is superior to other means of resolving this dispute. Employing the class device
14 here will not only achieve economies of scale for Settlement Class members, but will also conserve the
15 resources of the judicial system by avoiding the waste and delay of repetitive proceedings, and prevent
16 the inconsistent adjudications of similar issues and claims.

17 For all of these reasons, the Court ORDERS that the class be conditionally certified for purposes
18 of settlement.

19 The Court finds that Plaintiffs Regina Delgado, Alicia Grijalva, and Javier Terrazas ("Plaintiffs")
20 are adequate class representative and hereby appoints them as such. The Court finds that Plaintiffs'
21 counsel, Randy Renick and Cornelia Dai of Hadsell Stormer Renick & Dai LLP and Richard G.
22 McCracken and Sarah Grossman-Swenson of McCracken, Stemerman & Holsberry, LLP, have
23 adequately and competently represented the Class, and hereby appoints them as Class Counsel.

24 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

25 The Court has reviewed the Settlement Agreement and the proposed Class Notice, attached as
26 Exhibit A to the Settlement Agreement and attached hereto as Exhibit A, along with the Exclusion
27 Request Form. The Court finds, on a preliminary basis, that the Settlement falls within the range of
28 reasonableness of a settlement that could ultimately be given final approval by the Court. The Court

1 also finds, on a preliminary basis, that the Settlement appears to be the product of intensive, non-
2 collusive, arm's length negotiations between well-informed counsel, and is thus presumptively valid.

3 On a preliminary basis, the Court finds that the settlement amount of \$233,000,000 (TWO
4 HUNDRED THIRTY-THREE MILLION DOLLARS) is fair and reasonable to all Settlement Class
5 members when considering the relief to the Class balanced against the probable outcome of further
6 litigation relating to penalties issues. The Court also finds, on a preliminary basis, that allocation of
7 \$23,300,000 toward penalties under the California Private Attorneys General Act of 2004 ("PAGA
8 Payment"), is fair, reasonable, and appropriate.

9 In so preliminarily finding, the Court has considered all evidence presented, including evidence
10 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
11 likely duration of further litigation; the amount offered in settlement; the extent of litigation and
12 discovery completed and the experience and views of counsel; the allocation of settlement proceeds
13 among the Class Members; and the fact that the Settlement represents a compromise of the Parties'
14 respective positions rather than the result of a finding of liability for damages and penalties after appeal.
15 Additionally, the Court finds that the terms of the Settlement have no obvious deficiencies and do not
16 improperly grant preferential treatment to any individual Class Member. The Parties have provided the
17 Court with sufficient information about the nature and magnitude of the claims being settled, as well as
18 the impediments to recovery of penalties, to make an independent assessment of the reasonableness of
19 the terms of which the Parties have agreed. The Court finds that settlement at this time will avoid
20 substantial costs, in addition to those which have already been incurred by both sides, as well as avoid
21 the delay and risks that would be presented by the further prosecution of this litigation.

22 The Court, therefore, preliminarily and conditionally approves the Settlement.

23 **APPROVAL OF DISTRIBUTION OF CLASS NOTICE**

24 The Court finds that the proposed Class Notice and Exclusion Request Form, attached here as
25 Exhibit A, fairly and adequately advises potential class members of the terms of the proposed
26 settlement, the process for the class members to opt out of the class, the process for class members to
27 compute and challenge their pro rata share of the settlement, the process to file objections to the
28

1 proposed settlement, and their right to appear at the Final Approval Fairness Hearing to be conducted on
2 the date set forth below.

3 The Court finds the proposed distribution of the Class Notice, including distribution of such
4 notice by e-mail to each identified Settlement Class member at his or her last known address; mailing by
5 First Class mail for any individuals for whom the e-mail is returned; and skip tracing and re-mailing as
6 to any notices and checks that are returned by the post office, to comport with all constitutional
7 requirements, including those of due process, and is the best notice practicable under the circumstances.

8 The Court approves the selection of AB Data as the Administrator of the settlement
9 administration and notice process, the reasonable costs of which will be paid from the settlement
10 amount.

11 Accordingly, good cause appearing, the Court hereby approves the proposed Class Notice and
12 Exclusion Request Form attached hereto as Exhibit A and adopts the following dates and deadlines:

| Date | Deadline |
|---------------------------|--|
| April 4, 2025 | Administrator shall provide Notice on a settlement website. Agreement §4.1(d). |
| May 20, 2025 | Administrator shall e-mail the Notice to all Class Members and attempt to correct any e-mails that "bounce back." Agreement § 4.1(b). |
| June 3, 2025 | Administrator shall send the Notice via First Class Mail to all individuals for whom the Class List did not include an email, and for whom the e-mail notice bounced back and could not be successfully re-sent. Agreement § 4.1(c). |
| July 17, 2025 | Plaintiffs' Counsel to file and Settlement Administrator to post Motion for Attorneys' Fees and Costs and any related filings on the website. Agreement § 9.1. |
| August 4, 2025 | Last day for members of the Class to submit written objections or requests for exclusion from the settlement. Agreement § 1.20. Last day to submit disputes to Administrator regarding estimated recovery. |
| August 18, 2025 | Administrator shall make a final decision on all disputes submitted by members of the Class regarding estimated recovery. |
| August 13, 2025 | Plaintiffs file Motion for Final Approval of Class Action Settlement. Agreement § 8.2. |
| September 12, 2025 | Final Approval Hearing. Code Civ. P. § 1005. Agreement § 4.3. |
| November 12, 2025, at the | Effective Date of Settlement: One day after Final Approval |

| | |
|--|---|
| earliest, or 61 calendar days after Final Approval | Judgment has become Final (which is one day after time expires for filing an appeal, or one day after any appeal is completed or dismissed) |
| January 11, 2026, at the earliest, or within 60 calendar days after the Effective Date | Checks / Venmo / PayPal/ ACH sent to Class Members with 180 days to cash checks; Administrator to perform an NCOA check and skip-trace for returned and uncashed checks per Agreement with an expiration date of at least 90 days, or 180 days after original issuance, whichever is later. Agreement § 2.4.1 & 2.4.3. Administrator to issue payment to LWDA. Agreement § 2.5. |
| Starting 30 calendar days after all checks issued | Administrator sends email to Class Member to remind Class Member to cash check before void date. Agreement § 2.4.2. |

FINAL APPROVAL FAIRNESS HEARING

The Court hereby sets a hearing for final approval of the Settlement Agreement on September 12, 2025, at 9:00 a.m. in Department CX101 of this Court. Members of the Settlement Class who object to the proposed settlement may appear and present such objections at the Final Approval Fairness Hearing in person or using the Court's Online Access, and personally or by counsel.

Class Counsel shall file a motion for final approval of the Settlement Agreement no later than 30 calendar days prior to the hearing (August 13, 2025).

Class Counsel shall also file a motion for reasonable attorneys' fees of up to \$34,950,000 and litigation expenses of up to \$740,000 no later than July 17, 2025.

IT IS FURTHER ORDERED that, if for any reason the Court does not grant final approval of the Settlement Agreement, all evidence and proceedings held in connection therewith shall be without prejudice to the status quo and the rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

IT IS SO ORDERED.

DATED: _____

3/25/25

William D. Cluster

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

NOTICE OF CLASS ACTION SETTLEMENT
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 [date of the order on the Preliminary Approval Motion] (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 [the date of the order on the Preliminary Approval Motion].

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: [1]. 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: | |
| Amount of Service Charges Owed: | |
| Amount of Retirement Contributions Owed: | |

| | |
|---|--|
| Interest Owed on Wages, Service Charges, and Retirement Contributions: | |
| Number of weeks worked from January 1, 2019, to October 28, 2023: | |
| Number of weeks worked with allegedly inaccurate wage statements (January 1, 2019 to October 28, 2023): | |
| Number of Weeks worked with alleged underpaid overtime (January 1, 2019 to October 28, 2023): | |
| End Date of Employment, if any: | |
| Statutory Penalties: | |
| PAGA Penalties: | |

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 [insert amount].
- **\$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 [insert amount].

- **\$14,891,141 allocated to Statutory Penalties for Alleged Waiting Time Claims:** Each Class Member whose employment ended between July 14, 2023, and [Date of Preliminary Approval Order] 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 [insert updated #: current estimate is 6886] Class Members. Your estimated share on this claim is [insert amount].

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 [#] 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 [insert amount].
- **\$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 [insert amount].
- **\$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 [insert amount].

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: | |
|--|---|
| OPTION (A): DO NOTHING | Stay in this lawsuit. Receive your payment. Give up certain rights. By doing nothing, you will receive the [allocation] 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. |

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| <p>OPTION (B): DISPUTE YOUR ALLOCATION</p> | <p>Stay in this lawsuit. Challenge your payment.</p> <p>If you DO NOT agree with the [allocation] 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 ([web address]) 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 [60 days from mailing of the Notice]. The Settlement Administrator will make a final and binding determination regarding any disputes by [75 days from mailing of the Notice]. 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 [60 days from mailing of the Notice]. You may also ask to be excluded by completing and submitting the Form electronically by [60 days from mailing of the Notice]. The Form can be found here: [Insert Link to Form].</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?

A.B. Data, Ltd. Class Action Administration
600 A.B. Data Drive | Milwaukee, WI 53217
ABDataClassAction.com

If you wish to communicate electronically with the Settlement Administrator, you can do so via the Class Member Portal [Insert Website Address] using your email address and your personal PIN: [Insert Individualized PIN for Each Member].

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 [60 days After Notice is Mailed];
- (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 [Insert Website Address] using your email address and your personal PIN: [Insert Individualized PIN for Each Member]

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: [Insert class member's address]

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 [Insert Website Address] using your email address and your personal PIN: [Insert Individualized PIN for Each Member]

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 [address]

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 [date] at [] 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 [address] 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:

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|---|--|
| 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 |
|---|--|

The attorneys for Disney Defendants are:

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|--|---|
| 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 [address], 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 [16 days prior to opt-out objection deadline] at [website address].

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 [website address].

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.

*Kathleen Grace, Regina Delgado, Alicia Grijalva, and Javier Terrazas
v. The Walt Disney Company, Walt Disney Parks and Resorts U.S., Inc.,
Sodexo, Inc., and SodexoMAGIC, LLC*
Superior Court of California, County of Orange
Case No. 30-2019-01116850-CU-OE-CXC

EXCLUSION REQUEST FORM

Complete this form if you do **NOT** wish to participate in this lawsuit. You must complete, sign and return this form to the Class Action Administrator at the address provided below by U.S. Mail postmarked on or before **August 2, 2025**.

Grace et al. v. The Walt Disney Company et al. Class Action
Class Action Administrator
c/o A.B. Data, Ltd.

Printed Name of Class Member: _____

Address: _____

Telephone: _____

I wish to be excluded from the Action, *Grace et al. v. The Walt Disney Company et al.*

Signature: _____ Date: _____

IF YOU WISH TO PARTICIPATE IN THE LAWSUIT, DO NOT COMPLETE THIS FORM. ONLY USE THIS FORM IF YOU WISH TO BE EXCLUDED FROM THE LAWSUIT.

1 **PROOF OF SERVICE**

2 I am employed in the County of Alameda, State of California. I am over the age of 18 and not a
3 party to the within action; my business address is 475 14th Street, Oakland, CA 94612.

4 On March 24, 2025, I served the foregoing document described as **EXHIBIT A TO**
5 **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY**
6 **APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action as follows:

| | | |
|--|---|---|
| 7 8 9 10 11 12 | DAVID C. MARCUS WILMER CUTLER PICKERING HALE AND DORR LLP 350 South Grand Avenue, Suite 2400 Los Angeles, California 90071 Telephone: (213) 443-5300 Facsimile: (213) 443-5400 Email: david.marcus@wilmerhale.com | <i>Attorneys for The Walt Disney Company and Walt Disney Parks and Resorts, US Inc.</i> |
| 13 14 15 16 17 18 19 20 | ALAN E. SCHOENFELD (<i>pro hac vice</i>) RYAN CHABOT (<i>pro hac vice</i>) 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 Email: alan.schoenfeld@wilmerhale.com Email: Ryan.Chabot@wilmerhale.com | <i>Attorneys for The Walt Disney Company and Walt Disney Parks and Resorts, US Inc.</i> |
| 21 22 23 24 25 26 | CAROLYN E. SIEVE ANDREA FORD CONSTANGY, BROOKS, SMITH & PROHETE LLP 3420 Bristol Street, 6th Floor Costa Mesa, CA 92626 Telephone: (949) 743-3979 Facsimile: (949) 743-3934 Email: csieve@constangy.com aford@constagy.com | <i>Attorneys for Sodexo, Inc. and SodexoMagic, LLC</i> |

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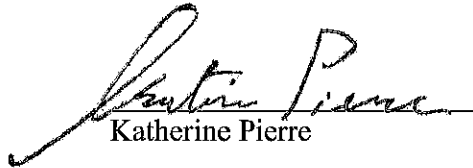
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1 XX **BY ELECTRONIC MAIL**

2 XX I served the above-mentioned document electronically on the parties listed at the e-mail
3 addresses above and, to the best of my knowledge, the transmission was complete and without error in
4 that I did not receive an electronic notification to the contrary.

5 Executed on March 24, 2025, at Dunwoody, GA

6 XX (State) I declare under penalty of perjury under the laws of the State of California that the above
7 is true and correct.

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11 Katherine Pierre
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PROOF OF SERVICE

I am employed in the County of Alameda, State of California. I am over the age of 18 and not a party to the within action; my business address is 475 14th Street, Oakland, CA 94612.

On March 31, 2025, I served the following document described as:

NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

on the interested parties in this action as follows:

| | |
|---|---|
| DAVID C. MARCUS WILMER CUTLER PICKERING HALE AND DORR LLP 350 South Grand Avenue, Suite 2400 Los Angeles, California 90071 Telephone: (213) 443-5300 Facsimile: (213) 443-5400 Email: david.marcus@wilmerhale.com | <i>Attorneys for The Walt Disney Company and Walt Disney Parks and Resorts, US Inc.</i> |
| ALAN E. SCHOENFELD (<i>pro hac vice</i>) RYAN CHABOT (<i>pro hac vice</i>) 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 Email: alan.schoenfeld@wilmerhale.com Email: Ryan.Chabot@wilmerhale.com | <i>Attorneys for The Walt Disney Company and Walt Disney Parks and Resorts, US Inc.</i> |
| CAROLYN E. SIEVE CONSTANGY, BROOKS, SMITH & PROHETE LLP 3420 Bristol Street, 6th Floor Costa Mesa, CA 92626 Telephone: (949) 743-3979 Facsimile: (949) 743-3934 Email: csieve@constangy.com | <i>Attorneys for Sodexo, Inc. and SodexoMagic, LLC</i> |

1 XX **BY ELECTRONIC MAIL**

2 XX I served the above-mentioned document electronically on the parties listed at the e-mail
3 addresses above and, to the best of my knowledge, the transmission was complete and without error in
4 that I did not receive an electronic notification to the contrary.

5 Executed on March 31, 2025, at Dunwoody, GA

6 XX **(State)** I declare under penalty of perjury under the laws of the State of California that the above
7 is true and correct.

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10 
11 Katherine Pierre