

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement (“Agreement,” “Settlement,” or “Settlement Agreement”) is entered into by and among (1) Plaintiffs Regina Delgado, Alicia Grijalva, and Javier Terrazas (“Class Representatives”); (2) the Settlement Class (defined below); and (3) Defendants The Walt Disney Company and Walt Disney Parks and Resorts U.S., Inc. (collectively, “Defendants” or “Disney”). Class Representatives and the Settlement Class are collectively referred to as “Plaintiffs” unless otherwise noted. Plaintiffs and Disney are collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (defined below), upon and subject to the terms and conditions of this Agreement, and subject to approval of the Court.

RECITALS

A. On December 6, 2019, Plaintiffs filed a wage-and-hour class action against Disney and Sodexo, Inc. and SodexoMAGIC, LLC (together, “Sodexo”) in the Superior Court of California in the County of Orange.¹

B. In the complaint, Plaintiffs alleged that Disney and Sodexo had violated the Anaheim minimum wage ordinance, Anaheim Municipal Code Title 6, Ch. 6.99, by paying less than the ordinance-mandated minimum wage, and that this purported violation in turn created violations of a number of state laws: failure to make payment within the required time for employees who stopped working for Disney within the class period under Labor Code § 203; failure to pay the minimum overtime rate under Labor Code §§ 510, 1194 and 1198; and unfair

¹ A fourth plaintiff, Kathleen Grace, was also named in the complaint but was an employee of Sodexo, not Disney, and so is neither a Class Representative nor a member of the Settlement Class and so is not a party to this Agreement. Ms. Grace is excluded from the definition of “Plaintiffs” and of the Settlement Class. A fifth plaintiff, Thomas Bray, was also named in the complaint, but subsequently withdrew as a class representative. Mr. Bray is excluded from the definition of “Class Representatives” but is a member of the Settlement Class.

business practices under Business and Professions Code § 17200. Plaintiffs brought claims seeking damages for these alleged violations as well as for violations of Labor Code §§ 201 and 202 under Labor Code § 2698 (the Private Attorneys General Act or PAGA). Plaintiffs sought damages in the amount of unpaid wages including interest thereon, assessed under the Anaheim minimum wage ordinance, and allegedly underpaid matching 401(k) contributions and gains thereon; restitution and injunctive relief under Business and Professions Code § 17200; and penalties for violations of various provisions of the California Labor Code, along with attorney's fees and costs.

C. On July 2, 2021, the Court certified a class of “All nonexempt current and former individuals employed by Defendants in Disney theme parks and hotels in Anaheim, California, on or after January 1, 2019, who reside in California, and who were not paid hourly wages of least \$15/hour at any time from January 1, 2019, to December 31, 2019; and/or who were not paid hourly wages of at least \$16/hour at any time from January 1, 2020, to December 31, 2020; and/or who were not paid hourly wages of least \$17/hour at any time from January 1, 2021 to the present.” Plaintiffs provided notice to the class in accordance with the Court's order.

D. On December 16, 2022, the trial court entered summary judgment for Disney on all causes of action, holding that Disney was not subject to the Anaheim minimum wage ordinance. Plaintiffs appealed the decision, and on July 13, 2023, the Court of Appeal in the Fourth Appellate District, Division Three reversed the trial court, holding that Disney is subject to the Anaheim minimum wage ordinance.

E. Disney petitioned the California Supreme Court for review, and on October 25, 2023, that petition was denied.

F. On December 1, 2023, Plaintiffs amended their complaint to add an allegation that Disney and Sodexo had violated Labor Code § 226 by failing to furnish accurate itemized wage statements.

G. On December 13, 2023, the trial court adopted the following amended class definition: “All nonexempt current and former individuals employed by Defendants in Disney theme parks and hotels in Anaheim, California, on or after January 1, 2019, who reside in California, and who were not paid hourly wages of at least the amounts required by Title 6, Chapter 6.99 of the Anaheim Municipal Code at any time from January 1, 2019, to the entry of judgment in this action.” On February 16, 2024, Plaintiffs provided notice to all class members identified by Disney or Sodexo who fell within the amended class definition.

H. The trial court directed the Parties to conduct informal discovery on the issue of damages and penalties, and to mediate any remaining disputes.

I. Plaintiffs and Disney participated in a full-day mediation before the Honorable Layn R. Phillips of Phillips ADR Enterprises on July 12, 2024. On July 16, 2024, pursuant to a mediator’s proposal from Judge Phillips, Plaintiffs and Disney reached an agreement in principle to settle this Action in its entirety as to the claims against Disney.

J. Disney has concluded that it is desirable and beneficial that the Action be fully and finally settled and terminated as to the claims against Disney in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Disney or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

K. Plaintiffs and Class Counsel also have taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims (defined below) be fully and finally compromised, settled, and resolved with prejudice. Based on its evaluation, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Class Representatives, the Settlement Class, and Disney, by and through their undersigned counsel that, subject to approval of the Court, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and judgment shall be finally entered, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 “Action” means *Grace v. The Walt Disney Company*, Case No. 30-2019-01116850-CU-OE-CXC, pending in the Superior Court of California in the County of Orange.

1.2 “Class Counsel” means Hadsell Stormer Renick & Dai LLP and McCracken, Stemerman & Holsberry, LLP.

1.3 “Class Representatives” means the following named Plaintiffs in this Action: Regina Delgado, Alicia Grijalva, and Javier Terrazas.

1.4 “Court” means the Superior Court of California in the County of Orange, the Honorable William D. Claster presiding, or any judge who shall succeed him as the judge in this Action.

1.5 “Defendants” or “Disney” means The Walt Disney Company and Walt Disney Parks and Resorts U.S., Inc.

1.6 “Defense Counsel” means Wilmer Cutler Pickering Hale and Dorr LLP.

1.7 “Effective Date” means the date after all of the events and conditions specified in Paragraph 10.1 have been met and have occurred.

1.8 “Escrow Account” means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be deposited by Disney into the Escrow Account in accordance with the terms of this Agreement and the Settlement Fund while in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

1.9 “Excluded Settlement Class Member” means a Settlement Class Member (i) who timely submits a properly completed and executed request for exclusion; and (ii) who does not rescind that request for exclusion before the Objection/Exclusion Deadline. To be excluded, a Settlement Class Member must deliver to the Settlement Administrator a fully complete and properly executed written request for exclusion, under Paragraph 4.5 of this Settlement Agreement, that is postmarked or submitted through the Settlement Website before the Objection/Exclusion Deadline. Excluded Settlement Class Members will not receive an

Individual Wage Allocation. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Excluded Settlement Class Members are deemed to release the claims identified in Paragraph 3.4 of this Agreement and are eligible for an Individual PAGA Allocation.

1.10 “Fee Award” means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

1.11 “Final” means one business day following the later of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Judgment; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on petition for review with respect to the Final Judgment.

1.12 “Final Approval Hearing” means the hearing before the Court where the Parties will request that Final Judgment be entered by the Court finally approving the Settlement Agreement, the Fee Award, and the Service Award to the Class Representatives.

1.13 “Final Judgment” means the Final Judgment and Order to be entered by the Court finally approving the Settlement after the Final Approval Hearing.

1.14 “Individual PAGA Allocation” shall mean the portion of the payment issued to a Settlement Class Member, based on the Plan of Distribution, for penalties allocated pro rata for the Settlement Class Member’s PAGA claim.

1.15 “Individual Settlement Payment” shall mean the payment issued to a Settlement Class Member based on the Plan of Distribution, including the Individual Wage Allocation and Individual PAGA Allocation. The Plan of Distribution will be based on the Settlement Class Members’ hours worked and wages received, and service work performed. Interest and penalties will be allocated pro rata based on the amounts owed as wages.

1.16 “Individual Wage Allocation” shall mean the portion of the payment issued to a Settlement Class Member, based on the Plan of Distribution, for unpaid wages, statutory penalties, and interest, for the Settlement Class Member’s Living Wage Ordinance, Labor Code claims for unpaid overtime, inaccurate wage statement, and waiting time penalties, and Business and Professions Code section 17200 claim.

1.17 “Notice” means the notice of this Settlement Agreement and of the Final Approval Hearing, which is to be made to Persons who may be members of the Settlement Class substantially in the manner set forth in this Agreement as described in Paragraphs 4.1(b), 4.1(c) and 4.1(d) below, which is to be approved by the Court and consistent with the requirements of Due Process, and is substantially in the form of Exhibit A hereto.

1.18 “Notice Date” means the date by which the Notice Program set forth in Paragraph 4.1 is complete, which shall be no later than seventy-five (75) days after Preliminary Approval.

1.19 “Notice Program” means the program for providing notice to the Settlement Class, consistent with the requirements of Due Process, substantially in the manner set forth in Paragraph 4.1.

1.20 “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date stated in the Notice and no earlier than

sixty (60) days after the Notice Date, or such other date as ordered by the Court. Class Counsel shall file papers supporting the requested Fee Award and Service Award with the Court, which shall also be posted to the Settlement Website listed in Paragraph 4.1(d), no later than fourteen (14) days before Objection/Exclusion Deadline.

1.21 “Person” shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.22 “Plaintiffs” means Class Representatives Regina Delgado, Alicia Grijalva, and Javier Terrazas and the Settlement Class Members.

1.23 “Plan of Distribution” means the plan by which the Net Settlement Fund shall be distributed to Settlement Class Members after the Effective Date. Plaintiffs shall propose a Plan of Distribution, for which Disney shall not unreasonably withhold its consent, with the motion for Preliminary Approval, for review and approval by the Court.

1.24 “Preliminary Approval” means the Court’s preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.25 “Preliminary Approval Order” means the Order preliminarily approving the Settlement Agreement and directing notice of it to Persons who may be in the Settlement Class. A proposed order will be proposed by Plaintiffs, which Disney shall review and for which Disney shall not unreasonably withhold consent, and submitted to the Court with Plaintiffs’ motion for Preliminary Approval of the Agreement.

1.26 “Released Claims” means all claims made or that could have been made based on the facts pled in this Action,² 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 Attorneys 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.

1.26.1 Released Claims shall include “**PAGA Released Claims,**” which, where used separately, shall mean 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

² The Parties will stipulate to a Second Amended Complaint including a cause of action based on alleged failure to remit required service charges under the Anaheim minimum wage ordinance.

& 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 Attorneys 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.

1.27 “Released Parties” means The Walt Disney Company and Walt Disney Parks and Resorts U.S., Inc., as well as any and all of their 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, but not including Sodexo, Inc., or SodexoMAGIC, LLC. Each of the Released Parties is a “Released Party.”

1.28 “Releasing Parties” means Class Representatives Regina Delgado, Alicia Grijalva, Javier Terrazas, and Settlement Class Members, and all of their respective present or past heirs, executors, family members, lenders, estates, administrators, beneficiaries, insurers, attorneys, accountants, financial and other advisors, investment advisors, legal representatives, and trusts.

1.29 “Service Award” means such amounts as may be awarded by the Court to Regina Delgado, Alicia Grijalva, and Javier Terrazas for their service as the Class Representatives.

1.30 “Settlement Administration Expenses” means all fees charged by the Settlement Administrator and expenses incurred by the Settlement Administrator in connection with its administration of this Settlement, including but not limited to fees and expenses incurred in providing Notice, responding to inquiries from Settlement Class Members, determining and paying their Individual Wage Allocation and Individual PAGA Allocation, any Fee Award, or any Service Awards from the Settlement Fund, handling any unclaimed funds, paying taxes and tax expenses related to the Settlement Fund (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants), and any related services.

1.31 “Settlement Administrator” means such reputable administration company that has been selected by Plaintiffs with consent by Disney and approved by the Court to perform the duties set forth in this Agreement, including but not limited to serving as escrow agent for the Escrow Account into which Disney shall deposit amounts comprising the Settlement Fund, overseeing the distribution and publication of Notice, handling all approved payments out of the Settlement Fund, and handling the determination, payment, and filing of forms related to all federal, state, and/or local taxes of any kind (including any interest or penalties thereon) that may be owed on any income earned by the Settlement Fund.

1.32 “Settlement Class” means 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. Excluded from the Settlement Class are (1) any Judge presiding over this Action and members of

their families; (2) Defendants; (3) Persons who properly execute and file a timely request for exclusion from the class, except as to the PAGA Released Claims, for which such Persons remain in the Settlement Class; and (4) the legal representatives, successors, or assigns of any such excluded persons.

1.33 “Settlement Class Member” means a Person who falls within the definition of the Settlement Class, which definition does not include a Person who has timely and properly requested to be excluded from the Settlement Class, except as to the PAGA Released Claims, for which such Persons remain in the Settlement Class.

1.34 “Settlement Fund” means the non-reversionary fund that shall be established by or on behalf of Disney in the total amount of TWO HUNDRED THIRTY-THREE million dollars (\$233,000,000.00 USD) to be deposited into the Escrow Account, according to the schedule set forth in this Agreement, plus all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay all Individual Wage Allocations and Individual PAGA Allocations to Settlement Class Members, all PAGA penalties due to the California Labor & Workforce Development Agency, all Settlement Administration Expenses, any Service Awards to the Class Representatives, the Fee Award to Class Counsel, and any other costs, fees, or expenses approved by the Court. The Parties agree that twenty-three million, three hundred thousand dollars (\$23,300,000) of the Settlement Fund shall be set aside and designated as PAGA penalties (the “PAGA Allocation”). Seventy-five percent of the PAGA Allocation shall be paid from the Settlement Fund to the California Labor & Workforce Development Agency (“LWDA PAGA Allocation”). Twenty-five percent of the PAGA Allocation shall be paid from the Settlement Fund to Settlement Class Members, in amounts determined by the Plan of Allocation (the “Individual PAGA Allocation”). The “**Net Settlement Fund**” is the amount remaining in the Settlement Fund after payment of Settlement Administration Expenses

(including an allowance for anticipated expenses to be incurred after issuance of Individual Wage Allocations and Individual PAGA Allocations), any Fee Award to Class Counsel approved by the Court, any Service Awards to the Class Representatives approved by the Court, any other costs, fees, or expenses approved by the Court, and the LWDA PAGA Allocation. The Settlement Fund represents the total extent of Disney's monetary obligations under this Agreement, whether to Plaintiffs, Settlement Class Members, Class Counsel, the LWDA, the Settlement Administrator, or otherwise, except for Disney's share of payroll taxes. In no event shall Disney's total monetary obligation with respect to this Agreement exceed two hundred thirty-three million dollars (\$233,000,000.00 USD), plus Disney's share of employer payroll taxes. In no event shall the Settlement Fund or any portion thereof revert to Disney, except as otherwise provided by the terms of this Agreement.

1.35 "Taxes and Withholdings" means all withholdings from the Individual Settlement Payments required by law plus all federal, state, and local employment payroll taxes (including FICA, FUTA and SDI) due in regard to the Individual Settlement Payments, whether owed by a Class Member or by Defendants. Defendants shall provide the Administrator with an additional amount sufficient to cover Defendants' Share of Taxes and Withholdings arising from the Individual Settlement Payments to be paid to Settlement Class Members ("**Defendants' Share of Payroll Taxes**"), as computed by the Administrator, subject to Disney's verification. The Administrator shall provide Defendants all tax calculations for Defendants' Share of Payroll Taxes (including but not limited to, FICA, FUTA and SDI contributions) and total sum due, subject to Disney's verification. It shall be the responsibility of the Administrator or its designee to timely and properly withhold all applicable Taxes and Withholdings from Settlement Class Members based on their Individual Settlement Payments and to prepare and deliver the necessary tax documentation for signature by all necessary parties and, thereafter, to pay the Taxes and

Withholdings to the appropriate authorities, and to file all necessary information and other tax returns. Payments to Settlement Class Members, Plaintiffs, and Class Counsel pursuant to this Agreement shall be reported on IRS Forms W-2 or 1099-MISC as applicable, with copies provided to the respective Class Members, Plaintiffs, Class Counsel, and all applicable governmental entities as required by law, and also to Defendants. All Taxes and Withholdings deposited with the applicable governmental entities in accordance with this Agreement, other than Defendant's Share of Payroll Taxes, shall be part of, and paid out of, the Individual Settlement Payments to each Settlement Class Member.

1.36 "Unknown Claims" means claims that could have been raised in the Action and that any or all of the Class Representatives do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree to the Settlement. The Class Representatives acknowledge that they may discover facts in addition to or different from those facts that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims that they may have, as that term is defined in this Paragraph. Upon the Effective Date, the Class Representatives shall also be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, the Class Representatives also shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state or territory

of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to § 1542 of the California Civil Code.

2. SETTLEMENT RELIEF.

2.1 Settlement Administration Expenses. At least fourteen (14) days before Class Counsel moves the Court for Preliminary Approval, the Settlement Administrator shall provide an estimate of all Settlement Administration Expenses, including the costs of establishing and maintaining the Escrow Account, the costs of issuing Notice to Settlement Class Members, and the costs of making all distributions and payments from the Settlement Fund. Plaintiffs and Disney will review this estimate before Class Counsel moves the Court for Preliminary Approval, and no party will unreasonably withhold its approval of that estimate. Within fourteen (14) days of Preliminary Approval, Disney shall pay or cause to be paid into the Escrow Account an amount equal to the approved estimate of the Settlement Administration Expenses. The Settlement Administrator shall have permission to access those funds in the Escrow Account for the purposes of administering the Settlement Fund.

2.2 Fee Award and Service Award. Within fourteen (14) calendar days of the date upon which the Court grants Final Approval of the Settlement, Disney shall pay or cause to be paid into the Escrow Account the amount of the Fee Award and the Service Awards.

2.3 Settlement Fund. Within fourteen (14) calendar days of the Final Approval Date, Disney shall pay or cause to be paid into the Escrow Account the amount of the Settlement Fund less the amounts already paid into the Escrow Account, including as Settlement Administration Expenses and as the Fee Award and Service Awards. No monies shall be distributed from the Settlement Fund to Plaintiffs or the Plaintiff Class prior to the Effective Date. Disney shall also simultaneously deliver to the Administrator Defendants' Share of Payroll Taxes, including FICA, FUTA and SDI contributions, provided that, at least fourteen

(14) calendar days prior to the Final Approval Hearing, the Administrator has calculated and advised Counsel for Defendants of the estimated amount of Defendants' Share of Payroll Taxes, subject to verification by Disney. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account. In no event shall Disney be required to pay more than the amount of the Settlement Fund (\$233,000,000.00) and Defendants' Share of Payroll Taxes. In the event that the Settlement is set aside, vacated, or otherwise modified after Final Approval, the Settlement Amount and all funds remaining in the Escrow Account, including all interest accrued thereon, shall revert immediately to Disney.

2.4 Payments to Settlement Class Members. Each Settlement Class Member will receive an Individual Wage Allocation and an Individual PAGA Allocation from the Net Settlement Fund. A Settlement Class Member does not need to submit a claim form in order to receive payment. The Individual Wage Allocation and an Individual PAGA Allocation for each Settlement Class Member will be determined according to the Plan of Distribution approved by the Court.

2.4.1 Payments to Settlement Class Members shall be made by the Settlement Administrator within sixty (60) days after the Effective Date.

2.4.2 The Settlement Administrator will send emails to Settlement Class Members whose email address are available in the Class List (defined below) providing them an opportunity to select from multiple digital payment options, such as Venmo, PayPal, or Automated Clearing House ("ACH") transfer, or Settlement Class Members can choose to receive a payment by check. If no email is available, the email sent is undeliverable, or Settlement Class Members do not make a selection, payment will be made by check to their last known mailing address. Settlement Class Members may update their email or mail addresses by visiting the Settlement Website to provide their

updated information by completing an address update form. The Notice will inform Settlement Class Members of the ability to receive payment by check or by electronic means, such as Venmo, PayPal, or ACH transfer. If a Class Member has not cashed a check by the 30th day from the date of the check's issuance, the Administrator shall send an email to the Class Member to remind the Class Member to cash the check before the void date.

2.4.3 All payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within one hundred eighty (180) days after the date of issuance. To the extent that a check issued to a Settlement Class Member is returned to the Settlement Administrator as undeliverable or not cashed within one hundred eighty (180) days after the date of issuance, the Administrator will provide notice to Class Counsel of any uncashed checks, and the Administrator shall have responsibility to attempt to locate the impacted Settlement Class Members, including by conducting skip traces on uncashed checks, and to re-issue checks with an expiration date of 90 days or an expiration date of 180 days after the initial issuance, whichever is later. If a check is returned as non-deliverable, the Settlement Administrator will perform an NCOA check and skip-trace. Where a new address is identified, the Settlement Administrator shall re-mail the check with an expiration date of 90 days or an expiration date of 180 days after the initial issuance, whichever is later.

2.4.4 In the event any Class Member(s) cannot be located within 180 days of date of mailing of the initial settlement checks or 90 days after the re-issuance of a check, whichever is later, uncashed settlement check(s) will be sent to the California State Controller's Office Unclaimed Property Fund. Any funds transmitted to the Unclaimed

Property Fund shall be held for the benefit of the Settlement Class Member to whom the payment was designated in accordance with state law.

2.5 Payment to LWDA. The LWDA will receive payment of the LWDA PAGA Allocation. Payment to LWDA shall be made by the Settlement Administrator within sixty (60) days after the Effective Date.

3. RELEASE.

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action as to Disney and any and all Released Claims, as against all Released Parties.

3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

3.3 Upon the Effective Date, the Class Representatives, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Unknown Claims against the Released Parties, and to expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, including as provided in the definition of Unknown Claims above.

3.4 Upon the Effective Date, all Excluded Settlement Class Members, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all PAGA Released Claims against the Released Parties, and each of them.

4. NOTICE TO THE CLASS.

4.1 The Notice Plan shall consist of the following:

(a) *List of Potential Settlement Class Members.* No later than thirty (30) days from the filing of the motion for preliminary approval of this Settlement with the Court, Disney shall use reasonable efforts to produce an electronic list from its records that includes the internal personnel number as previously provided, names, postal addresses, and email addresses associated with the Settlement Class Members to the extent available. These records shall be called the “Class List,” and shall be provided to the Settlement Administrator for the purpose of giving notice to the potential Settlement Class Members and for calculating the Individual Wage Allocation and Individual PAGA Allocation to Settlement Class Members and shall not be used for any other purpose. For purposes of identifying and communicating with individual Settlement Class Members, the Settlement Administrator shall assign each person on the Class List a personal identification number.

(b) *Direct Notice via Email.* No later than sixty (60) days from entry of the Preliminary Approval Order, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit A, or as otherwise ordered by the Court, to all potential Settlement Class Members for whom a valid email address is included in the Class List. In the event transmission of email notice results in any “bounce-backs,” the Settlement Administrator shall, if possible, correct any issues that may have caused the “bounce-back” to occur and make a second attempt to re-send the email notice.

(c) *Direct Notice via U.S. Mail.* Fourteen (14) days following the issuance of Email Notice to Settlement Class Members as described in Paragraph 4.1(b), above, the Settlement Administrator shall send notice substantially in the form attached as Exhibit A via First Class U.S. Mail to the address associated with all potential Settlement Class Members for whom the Class List did not include an email address, or for whom the email notice “bounced

back” and the Settlement Administrator was unable to successfully re-send the email, as described in Paragraph 4.1(b), above.

(d) *Settlement Website.* No later than fourteen (14) days from entry of the Preliminary Approval Order, Notice shall be provided on a website at an available settlement URL, which shall be obtained, administered and maintained by the Settlement Administrator and shall provide Settlement Class Members with the ability to submit address update forms. Copies of this Settlement Agreement, the Notice, the operative complaint, the motions for preliminary and final approval, and other pertinent documents and court filings and orders pertaining to the Settlement (including the motion for attorneys’ fees upon its filing), shall be provided on the Settlement Website. The Settlement Administrator shall also make available on the Settlement Website the Notice in Spanish.

4.2 The Notice shall advise the Settlement Class of their rights, including the right to be excluded from or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defense Counsel.

4.3 The Final Approval Hearing shall be no earlier than ninety (90) days after the Notice Date, or as otherwise set by the Court.

5. OBJECTIONS AND EXCLUSIONS.

5.1 Objections. Any Settlement Class Member who intends to object to this Agreement must submit a written objection to the Administrator postmarked on or before the Exclusion/Objection Deadline, which must be personally signed by the objector, and must include: (1) the objector's name, address and telephone number; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules). In the alternative, a Settlement Class Member may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.

5.1.1. Settlement Class Members who make objections are still entitled to receive benefits under the Settlement and are bound by the Settlement if it is approved. Any Settlement Class Member who fails to comply with the requirements for objecting in this Paragraph shall waive and forfeit any and all rights that he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action. Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited any objections.

5.1.2 If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys

asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

5.2 Exclusions. A Person in the Settlement Class may request to be excluded from the Settlement Class by sending a written request to the Settlement Administrator postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing (a) his/her name, address and telephone number; (b) the Settlement Class Member's personal and original signature or the original signature of a Person authorized by law to act on the Settlement Class Member's behalf with respect to a claim or right such as those asserted in the Action, such as a trustee, guardian, or Person acting under a power of attorney; (c) the name and number of the case (*Grace v. The Walt Disney Company*, Case No. 30-2019-01116850-CU-OE-CXC); and (d) an unequivocal statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement, or as otherwise ordered by the Court. A request that is not postmarked within the time specified shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved, unless otherwise ordered by the Court.

5.2.1 The request for exclusion must be personally signed by each Person requesting exclusion. So-called "mass" or "class" opt-outs shall not be valid or accepted. To be valid, a request for exclusion must be postmarked by the date specified in the Notice.

5.2.2 Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement; except, however, that a Settlement Class Member cannot opt out of the PAGA portion of the Settlement, and Settlement Class Members who exclude themselves from the Class Settlement (i.e., Excluded Settlement Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA Released Claims.

5.2.3 A Settlement Class Member is not entitled to submit both a request for exclusion and an objection. If a Settlement Class Member submits both a request for exclusion and an objection, the Settlement Administrator will send an email or a letter if an email address is not available explaining that the Settlement Class Member may not make both of these requests, and asking the Settlement Class Member to make a final decision as to whether to opt out or object and inform the Settlement Administrator of that decision within 10 days from when the email is sent or the letter from the Settlement Administrator is postmarked. If the Settlement Class Member does not respond to that communication by letter postmarked or email sent within 10 days after the Settlement Administrator's letter was postmarked (or by the Objection/Exclusion Deadline, whichever is later), the Settlement Class Member will be treated as having opted out of the Settlement Class, and the objection will not be considered. A Person who submits a request for exclusion may rescind the request for exclusion by sending a written statement to the Settlement Administrator before the end of the Opt-Out Period stating that the Person rescinds their request to be excluded. A list of Persons in the Settlement

Class who have opted out shall be provided to and approved by the Court in connection with the motion for final approval of the Settlement.

5.2.4 Any Settlement Class Member who does not, in accordance with the terms and conditions of this Agreement, seek exclusion from the Settlement Class will be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

6. SETTLEMENT ADMINISTRATION.

6.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defense Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defense Counsel with regular reports containing information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members. Without limiting the foregoing, the Settlement Administrator shall:

(a) Provide Class Counsel and Defense Counsel with drafts of all administration-related documents, including but not limited to class notices or communications

with Settlement Class Members, telephone scripts, website postings or language or other communications with the Settlement Class, at least five (5) days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and Defense Counsel agree to waive this requirement in writing on a case by case basis;

(b) Receive objections and requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defense Counsel copies thereof. If the Settlement Administrator receives any objections, exclusion forms, or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defense Counsel.

(c) It shall be the responsibility of the Administrator or its designee to timely and properly withhold all applicable Taxes and Withholdings from Settlement Class Members based on their Individual Settlement Payments and to prepare and deliver the necessary tax documentation for signature by all necessary parties and, thereafter, to pay the Taxes and Withholdings to the appropriate authorities, and to file all necessary information and other tax returns. Payments to Class Members, Plaintiffs, and Class Counsel pursuant to this Agreement shall be reported on IRS Forms W-2 or 1099-MISC as applicable, with copies provided to the respective Settlement Class Members, Plaintiffs, Class Counsel, and all applicable governmental entities as required by law, and also to Defendants. All Taxes and Withholdings deposited with the applicable governmental entities in accordance with this Agreement, other than Defendants' Share of Payroll Taxes arising from the Individual Settlement Payments, shall be part of, and paid out of, the Individual Settlement Payment to each Settlement Class Member.

(d) The Administrator shall provide each Settlement Class Member with appropriate documentation setting forth the amount of any tax or other payment withheld, and employer contribution made, in accordance with state and federal tax requirements.

6.2 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from Class Counsel, Defense Counsel, or any Settlement Class Member. All reasonable and direct expenses and costs incurred by or at the direction of the Administrator in connection with the administration of the Settlement (including, without limitation, expenses of tax attorneys and/or accountants incurred in providing advice to the Administrator and mailing and distribution costs and expenses relating to filing (or the failure to file) the informational and other tax returns described above) shall be considered a cost of administration of the Settlement and shall be part of the Settlement Administration Expenses.

6.3 At least thirty (30) days before the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel and Defense Counsel a declaration containing information concerning Notice, administration, and implementation of the Settlement Agreement, the number of Settlement Class Members who submitted a timely and valid opt-out request, and a summary of the work performed by the Settlement Administrator.

6.4 Disney, the Released Parties, and Defense Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of Settlement Funds to Settlement Class Members or the implementation, administration, or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the Settlement Fund; or (vi) the payment or withholding of any taxes, tax expenses, or costs incurred in connection with

the taxation of the Settlement Fund or the filing of any federal, state, or local returns, except for payment of Defendants' Share of Payroll Taxes.

6.5 The Parties agree that the Settlement Fund is intended to be a "Qualified Settlement Fund" within the meaning of Treasury Regulation Section 1.468B-1 and that the Settlement Administrator, as administrator of the Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing tax returns for the Settlement Fund and paying from the Settlement Fund any taxes owed with respect to the Settlement Fund, without further order of the Court. In addition, Class Counsel shall timely make, or cause to be made, such elections as necessary or advisable to carry out the provisions of this Paragraph, including the "relation-back election" (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such election shall be made in compliance with the procedures and requirements contained in such regulations. Disney, other Released Parties, and Defense Counsel shall have no liability or responsibility of any sort for filing any tax returns or paying any taxes with respect to the Settlement Fund.

6.6 The Parties agree to execute an addendum to this Settlement Agreement to identify the Qualified Settlement Fund by name, following the creation of the Qualified Settlement Fund by the Administrator.

7. TERMINATION OF SETTLEMENT.

7.1 Subject to Paragraphs 10.2-10.3 below, Disney or the Class Representatives on behalf of the Settlement Class shall have the right to terminate this Agreement by providing written notice of the election to do so ("Termination Notice") to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court does not grant Preliminary Approval of this Agreement in any material respect and such an order cannot be reasonably cured by the Parties after meeting and conferring in good faith and attempting to resolve the

issues raised by the Court; (ii) the Court does not grant Final Approval of this Agreement in any material respect; (iii) the Court does not enter the Final Judgment in this Action in any material respect; or (iv) Final Judgment is modified or reversed in any material respect by the Court of Appeal or the Supreme Court.

7.2 In the event that more than 5% of the Settlement Class Members exercise their right to opt-out of the settlement, Disney will have the right to declare the Settlement void in its entirety, upon notice to Class Counsel within ten (10) days of the Settlement Administrator providing a report showing that more than 5% of Settlement Class Members have opted-out of the Settlement.

7.3 The Court's decision whether and in what amount to approve and award a Fee Award or Service Awards is not a material term of this Agreement and does not give rise to a right to terminate this Agreement.

7.4 If required by the Court in connection with approval of the Settlement, the settling Parties agree to accept non-material changes to this Settlement Agreement, including to the proposed notices and orders and the objection and exclusion procedures. The time periods and dates set forth in this Agreement with respect to the giving of notices and hearings are subject to approval and modification by the Court or the written stipulation of counsel for the Parties.

8. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

8.1 After the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for (i) Preliminary Approval of the Settlement set forth in this Agreement; (ii) certification of the Settlement Class for settlement purposes only; (iii) appointment of Class Counsel, the Class Representatives, and the Settlement Administrator; and (iv) entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice for dissemination substantially in the

form of Exhibit A. The proposed Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class or materially expand the obligations of Disney.

8.2 Within thirty (30) days of the Final Approval Hearing, or at another time set by the Court, Class Counsel shall file a motion for Final Approval with the Court, which will (among other things) request that the Court:

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;

(b) certify the Settlement Class or reaffirm such certification if the Settlement Class was certified in the Preliminary Approval Order, and approve or reaffirm the appointment of Class Counsel, the Class Representatives and the Settlement Administrator;

(c) approve the Settlement Agreement and the Settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties;

(d) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency

of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the California Code of Civil Procedure, the Due Process Clauses of the United States and California Constitutions, and the rules of the Court;

(e) find that the Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(f) enter judgment on the Action (including all individual claims and Settlement Class claims presented thereby) on the merits and with prejudice as to Disney, without fees or costs to any party except as provided in the Settlement Agreement and awarded by the Court;

(g) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(h) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class (except as to the PAGA Released Claims) from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

(i) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction pursuant to Code of Civil Procedure section 664.6 as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(j) incorporate any other provisions not materially inconsistent with this Settlement Agreement, as the Court deems necessary and just.

9. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; SERVICE AWARDS.

9.1 Class Counsel may seek reasonable attorneys' fees and unreimbursed expenses incurred in the Action as the Fee Award. The amount of the Fee Award shall be determined by the Court based on a petition from Class Counsel. Disney agrees that Class Counsel is entitled to a Fee Award. Class Counsel has agreed, with no consideration from Disney, to limit their request for a Fee Award to no more than fifteen percent (15%) of the Settlement Fund, plus unreimbursed costs. Payment of the Fee Award shall be made from the Settlement Fund; should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund. The Parties agree that any Fee Award is committed to the sole discretion of the Court within the limitations set forth in this Paragraph. If the Court chooses, in its sole discretion, to award a Fee Award that is lower than the amount sought in the motion to be filed by Class Counsel, this Agreement shall remain fully enforceable. Class Counsel shall file any motion for a Fee Award no later than fourteen (14) days before the deadline for objections to the Settlement, and a copy of the motion shall be placed on the Settlement Website.

9.2 The Fee Award shall be paid or caused to be paid by Disney into the Escrow Account within fourteen (14) calendar days of Final Approval. The Fee Award, as approved by the Court, shall be paid solely from the Settlement Fund to Class Counsel within five (5) court days after all of the following conditions have been met: (i) the Court has entered an order awarding plaintiffs' counsel its fees; (ii) such order has been provided to the Settlement Administrator; and (iii) W-9 and the irrevocable letter of credit or other security described below has been provided to the Settlement Administrator and Disney. As a condition of the receipt of payment of the Fee Award from the Settlement Fund prior to the Effective Date, Class Counsel shall deliver to the Settlement Administrator and Disney irrevocable letter or letters of credit in favor of Disney, in form and substance reasonably acceptable to Disney and issued by a bank or

banks reasonably acceptable to Disney (individually and, if applicable, collectively, the “Letters of Credit”). The Letters of Credit shall serve as security for the obligations of Class Counsel to refund the Fee Award amount to Disney upon the occurrence of any Refund Condition (defined below) as described in the immediately following paragraph.

In the event that either of the following occurs: (a) Final Approval is reversed or materially altered on or after any appeal or otherwise reversed or materially altered before the Effective Date through entry of a court order, or (b) any portion of the Fee Award is vacated, reversed, or reduced by the Court or on appeal through entry of a court order (each of (a) and (b) being referred to as a Refund Condition), Class Counsel, jointly and severally, shall refund to Disney the full amount of the Fee Award—or if the Fee Award is reduced but the Final Judgment is otherwise unaltered, the amount by which the Fee Award was reduced (in each case, the “Refund Amount”)—within ten (10) court days of the order corresponding to the applicable Refund Condition.

In the event that Class Counsel fails to make a full refund of the Refund Amount as required by the immediately preceding paragraph, (1) Class Counsel including their law firms and all their equity partners, jointly and severally, shall be liable to Disney and to the Settlement Fund, subject to a single satisfaction, for the full amount of the Refund Amount, and (2) Disney is hereby irrevocably authorized to draw on the Letters of Credit in an amount up to the Refund Amount.

Upon receipt of all or any portion of the Refund Amount, whether from Class Counsel, Class Counsel’s law firms, or Class Counsel’s equity partners, or proceeds of a draw or draws on the Letters of Credit, such funds shall be the sole property of Disney, and Disney shall have no further obligations with respect to such funds.

Upon both (1) distribution of the Fee Award as awarded by the Court and (2) the Effective Date of this Agreement, Class Counsel shall release and forever discharge the Released Parties from any claims, demands, actions, suits, causes of action, or other liabilities relating to any attorneys' fees, costs or expenses incurred in the Action. Class Counsel agree that any federal, state, municipal, or other taxes, contributions, or withholdings that may be owed or payable by them, or any tax liens that may be imposed, on the sums paid to them pursuant to this Paragraph are their sole and exclusive responsibility, and any amount required to be withheld for tax purposes (if any) will be deducted from those payments.

9.3 The Class Representatives shall request to be paid a Service Award in the amount of no more than twenty thousand dollars each (\$20,000) from the Settlement Fund, in addition to any recovery pursuant to this Settlement Agreement and in recognition of their efforts on behalf of the Settlement Class, subject to Court approval. The Service Award shall be paid or caused to be paid by Disney into the Escrow Account within fourteen (14) days after Final Approval. Within fourteen (14) days of the Effective Date, the funds paid into the Escrow Account as the Service Awards shall be released from the Escrow Account and distributed in the form of a check to the Class Representatives that is sent care of Class Counsel. If the Court chooses, in its sole discretion, to make an award to the Class Representatives that is lower than the amount sought in the motion to be filed by Class Counsel, or if the Court chooses to make no such award, this Agreement shall remain fully enforceable. In order to receive such payment, the Class Representatives must provide, sufficiently in advance of the deadline for the Settlement Administrator to process such payment, a W-9 form and such other documentation as may reasonably be required by the Settlement Administrator. The Class Representatives agree that any federal, state, municipal, or other taxes, contributions, or withholdings that may be owed or

payable by them, or any tax liens that may be imposed, on any sums paid to her pursuant to this Paragraph are their sole and exclusive responsibility.

10. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

10.1 The Effective Date of this Settlement Agreement shall not occur unless and until the date after all the following events occur, measured from the date upon which the last (in time) of the following events occurs:

- (a) This Agreement has been fully executed by the Parties, Class Counsel, and Defense Counsel;
- (b) The Court has granted Preliminary Approval;
- (c) The Court has granted Final Approval, following Notice to the Settlement Class and a Final Approval Hearing, as provided in the California Code of Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and
- (d) The Final Judgment has become Final, as defined above.

10.2 If some or all of the conditions specified in Paragraph 10.1 are not met, or in the event that this Agreement is not approved by the Court, or the Settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 10.3 unless Class Counsel and Defense Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Settling Parties, except that any attempted termination of this Agreement after the Preliminary Approval Order is entered will not take effect without an order of the Court, and this Agreement may not be terminated after the Final Judgment is entered without an order of the

Court vacating the Final Judgment or an order of any appellate court reversing or vacating the Final Judgment. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the Fee Award or Service Awards shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

10.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 7.1-7.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be vacated by the Court, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into, including by the reversion of any amounts paid by Disney into the Escrow Account, including any payment of a Fee Award or Service Award, but excluding Settlement Administration Expenses already incurred by the Administrator.

11. MISCELLANEOUS PROVISIONS.

11.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure Final Approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defense Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain Final Approval of the Agreement.

11.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the

Settlement Class and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiffs or defended by Disney, or each or any of them, in bad faith or without a reasonable basis.

11.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning this Agreement. The Parties have read and understand fully the above and foregoing Agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

11.4 In light of the nature of the claims, for the purposes of determining and/or calculating applicable taxes, fifty-four point four percent (54.4%) of the monies received overall by the Settling Class Members shall be treated as ordinary income from interest and penalties, reported on a Form 1099, and forty-five point six percent (45.6%) shall be treated as wages, reported on a Form W2. One hundred percent (100%) of the Class Representatives' Service Award will be treated as ordinary income, reported on a Form 1099. One hundred percent (100%) of the Individual PAGA Allocation will be treated as penalties, reported on a Form 1099. The Class Representatives and Settlement Class Members shall be individually responsible for any and all tax implications or obligations attributable to receipt of the monies discussed herein. The Parties represent and agree that they have not received or relied on any advice or representations from the other Party and/or its attorneys as to the necessity for withholding or the taxability of the consideration paid pursuant to this Agreement, whether pursuant to federal, state, or local income tax statutes or otherwise.

11.5 Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the Settlement or any term, provision, or definition therein, nor any act performed or communication made or document executed in the course of

negotiating, implementing, or seeking approval pursuant to or in furtherance of this Agreement or the Settlement:

(a) is, may be deemed, or shall be used, offered, or received in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding, or other tribunal against the Released Parties, or each or any of them, as an admission, concession, or evidence of the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the definition or scope of any term or provision, the reasonableness of the Settlement Fund or the Fee Award (except in connection with seeking approval of the Settlement in the Action), or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them. Defendants, while continuing to deny all allegations of wrongdoing, consider it desirable to resolve the Action on the terms stated herein to avoid further expense, inconvenience, and burden, and therefore they have determined that this Settlement is in Defendants' best interests;

(b) is, may be deemed, or shall be used, offered, or received against any Released Party, as an admission, concession, or evidence of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault, or wrongdoing as against any Releasing Parties, or supporting the certification of a litigation class, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. However, the Settlement, this Agreement, and any acts performed or documents executed in furtherance of or pursuant to this Agreement and/or

Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than, or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

11.6 No person or entity shall have any claim against the Class Representatives, Class Counsel, the Settlement Administrator, or any other agent designated by Class Counsel, or the Released Parties and/or Defense Counsel, arising from distributions made substantially in accordance with this Agreement. The Parties and their respective counsel, and all other Released Parties, shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator, the payment or withholding of taxes (including

interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

11.7 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

11.8 The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

11.9 This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

11.10 Except as otherwise provided herein, each Party shall bear its own costs.

11.11 Class Representatives represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

11.12 Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

11.13 This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

11.14 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

11.15 The Court shall retain jurisdiction pursuant to Civil Code section 664.6 with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement. Any disputes between the Parties concerning matters contained in this Agreement shall, if they cannot be resolved by negotiation and agreement, be submitted to the Court for resolution.

11.16 This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of California without giving effect to its conflict-of-laws provisions.

11.17 This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

11.18 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Randy Renick and Cornelia Dai at Hadsell Stormer Renick & Dai LLP; Richard G. McCracken and Sarah Grossman-Swenson at McCracken, Stemerman &

Holsberry, LLP; and Alan Schoenfeld and Ryan Chabot at Wilmer Cutler Pickering Hale and Dorr LLP, 7 World Trade Center, 250 Greenwich Street, New York, NY 10007.

11.19 The Parties will consult with each other in good faith about general parameters for making statements about, or responding to press or other inquiries by providing, any details about the Settlement.

11.20 All persons involved in the Settlement will be required to keep confidential any personal identifying information of Class Members and any nonpublic financial information of Disney. Any documents or nonpublic information designated “Confidential” and/or provided subject to the settlement and mediation privilege by Disney to Class Counsel or Plaintiffs must be destroyed within 30 days of the Settlement Administrator completing the issuance of all settlement payments, except insofar as Class Counsel shall have the right to retain any work product and, in the case of pleadings submitted to the Court, any exhibits to such pleadings.

11.21 Disney may communicate with Settlement Class Members in the ordinary course of its operations. Disney will refer inquiries regarding this Agreement and administration of the Settlement to the Settlement Administrator or Class Counsel.

[SIGNATURES ON FOLLOWING PAGES]

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IT IS SO AGREED TO BY THE PARTIES:

Dated: 12/11/24

REGINA DELGADO

By: Regina Delgado
*Regina Delgado, individually and as representative
of the Class*

Dated: _____

ALICIA GRIJALVA

By: _____
*Alicia Grijalva, individually and as representative
of the Class*

Dated: _____

JAVIER TERRAZAS

By: _____
*Javier Terrazas, individually and as representative
of the Class*

Dated: _____

WALT DISNEY PARKS AND RESORTS U.S., INC.

By: _____

Name:

Title:

Dated: _____

THE WALT DISNEY COMPANY

By: _____

Name:

Title:

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//

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

REGINA DELGADO

By: _____

*Regina Delgado, individually and as representative
of the Class*

Dated: _____

ALICIA GRIJALVA

By: *Alicia Grijalva*

*Alicia Grijalva, individually and as representative
of the Class*

Dated: _____

JAVIER TERRAZAS

By: _____

*Javier Terrazas, individually and as representative
of the Class*

Dated: _____

WALT DISNEY PARKS AND RESORTS U.S., INC.

By: _____

Name:

Title:

Dated: _____

THE WALT DISNEY COMPANY

By: _____

Name:

Title:

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IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

REGINA DELGADO

By: _____

*Regina Delgado, individually and as representative
of the Class*

Dated: _____


ALICIA GRIJALVA

By: _____

*Alicia Grijalva, individually and as representative
of the Class*

Dated: _____

JAVIER TERRAZAS

By:  _____

*Javier Terrazas, individually and as representative
of the Class*

Dated: _____

WALT DISNEY PARKS AND RESORTS U.S., INC.

By: _____

Name:

Title:

Dated: _____

THE WALT DISNEY COMPANY

By: _____

Name:

Title:

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IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

REGINA DELGADO

By: _____
Regina Delgado, individually and as representative of the Class

Dated: _____

ALICIA GRIJALVA

By: _____
Alicia Grijalva, individually and as representative of the Class

Dated: _____

JAVIER TERRAZAS

By: _____
Javier Terrazas, individually and as representative of the Class

Dated: December 12, 2024

WALT DISNEY PARKS AND RESORTS U.S., INC.

DocuSigned by:
By Clark Jones
C60FF8AAC29940A...

Name: cClark R. Jones

Title: Senior Vice President and Assistant Secretary

Dated: _____

THE WALT DISNEY COMPANY

By: _____

Name:

Title:

//

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IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

REGINA DELGADO

By: _____
Regina Delgado, individually and as representative of the Class

Dated: _____

ALICIA GRIJALVA

By: _____
Alicia Grijalva, individually and as representative of the Class

Dated: _____

JAVIER TERRAZAS

By: _____
Javier Terrazas, individually and as representative of the Class

Dated: _____

WALT DISNEY PARKS AND RESORTS U.S., INC.

By: _____

Name:

Title:

Dated: December 12, 2024

THE WALT DISNEY COMPANY

DocuSigned by:
By: *Daniel Grossman*
E5AA404EB4DE4D7...

Name: Daniel Grossman

Title: Senior Vice President and Assistant Treasurer

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APPROVED AS TO FORM AND AGREED AS TO ALL OBLIGATIONS OF CLASS COUNSEL:

Dated: 12/13/24

HADSELL STORMER RENICK & DAI LLP

By: 

MCCRACKEN, STEMERMAN & HOLSBERY, LLP

By: 

*Class Counsel, Attorneys for Class Representatives
and the Settlement Class*

APPROVED AS TO FORM BY COUNSEL FOR DISNEY DEFENDANTS:

Dated: 12/13/2024

**WILMER CUTLER PICKERING HALE AND DORR
LLP**

By: 