

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 FINAL
APPROVAL OF DISNEY CLASS
ACTION SETTLEMENT, ATTORNEY'S
FEES, AND REIMBURSEMENT OF
COSTS**

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

Action Filed: December 6, 2019

[PROPOSED] ORDER

Plaintiffs' Motion for Order Granting Final Approval of Class Action Settlement and Plaintiffs' Motion for Attorneys' Fees and Reimbursement of Costs came on for hearing on September 12, 2025, at 9:00 a.m., in Department CX101 of the above-captioned court. Pursuant to this Court's Order Granting Preliminary Approval of Class Action Settlement, and the fully-executed Class Action Settlement Agreement ("Settlement Agreement" or "Settlement"), Class Members were given notice of the terms of the Settlement, and the opportunity to comment upon, request exclusion or object to the Settlement and any of its terms. Having received and considered the proposed Settlement, all of the papers filed by the Parties, and the evidence and argument received by the Court in conjunction with the Motion for Order Granting Preliminary Approval of Disney Class Action Settlement, the Motion for Order Granting Final Approval, and the Motion for Attorneys' Fees and Reimbursement of Costs, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. This Order hereby adopts and incorporates by reference the terms and conditions of the Class Action Settlement Agreement, together with the definitions and terms used and contained therein.

2. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all Class Members, and has subject matter jurisdiction to approve the Agreement, including all exhibits thereto.

3. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement, the Court-approved Notice of Class Action Settlement was mailed to each member of the Class by first-class mail. The Notice notified Class Members of their rights (1) to receive their share of the Settlement without a claim form, (2) to object to the Settlement and the deadline to submit an objection; (3) to request exclusion from the Settlement and the deadline to do so; (4) to appear at the Final Fairness/Approval Hearing; and (5) the estimated amount of their Individual Settlement Payment.

4. The Court finds and determines that this notice procedure constituted the best practicable notice under the circumstances and fully and accurately informed Class Members of all material elements of the Settlement and afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the

1 response of the Class. It fairly and adequately informed Class Members of the pendency of the Action
2 and Settlement, including (a) the definition of who is a Class Member; (b) the nature of the litigation;
3 (c) the essential terms of the Settlement; (d) the estimated Individual Settlement Payments; (e) the
4 binding effect of any judgment for Class Members who did not exclude themselves from the
5 Settlement; and (f) the right of Class Members to file disputes, objections, and requests for exclusion.
6 The notice procedure provided Class Members with adequate instructions and a variety of means to
7 obtain additional information. The Notice is reasonable and constitutes due, adequate, and sufficient
8 notice to all persons entitled to receive notice and meets all applicable requirements of the California
9 Code of Civil Procedure, the Due Process Clauses of the United States and California Constitutions,
10 and the rules of the Court.

11 **5. No Objections and Three Opt-Outs.** No objections were presented or filed by any
12 Class Member and three (3) Class Members, Gregory D'Ambrosio, Alex Martinez, and Merri
13 Robinson, timely requested exclusion from the Settlement. The Court finds and determines that the
14 notice provided in this case was the best notice practicable and complied fully with Rules 3.766 and
15 3.769 of the California Rules of Court, due process, and all other applicable laws. Accordingly, the
16 Court determines that all Class Members who did not timely and properly submit requests for exclusion
17 from the Settlement are bound by this Order and Judgment entered in this action.

18 **6.** The Court further finds and determines that the terms of the Settlement are fair,
19 reasonable and adequate as to the Class and to each Class Member, the Settlement is in the best
20 interests of the Class and each Class Member, that the Settlement is ordered finally approved, and that
21 all terms and provisions of the Settlement should be and hereby are ordered to be consummated. In
22 particular, the Court finds that the settlement was reached following meaningful discovery and
23 thorough factual and legal investigation conducted by Plaintiffs' counsel; and that the settlement is the
24 result of serious, informed, adversarial, and arm's-length negotiations between experienced counsel
25 representing the interests of the Class, and Defendants The Walt Disney Company and Walt Disney
26 Parks and Resorts US, Inc. (the "Disney Defendants") after mediation. The Court further finds that the
27 Settlement is consistent with public policy and fully complies with all applicable provisions of law.

28 **7.** The Court further finds that the response of the Class to the Settlement supports final

1 approval of the Settlement.

2 8. In so finding, the Court has considered all evidence presented, including evidence
3 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
4 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
5 discovery completed and the experience and views of counsel; the allocation of settlement proceeds
6 among the Class Members; and the fact that the Settlement represents a compromise of the Parties'
7 respective positions. Additionally, the Court finds that the terms of the Settlement have no obvious
8 deficiencies and do not improperly grant preferential treatment to any individual Class Member. The
9 Parties have provided the Court with sufficient information about the nature and magnitude of the
10 claims being settled, as well as the impediments to recovery, to make an independent assessment of the
11 reasonableness of the terms of which the Parties have agreed.

12 9. The Court finds that all Class Members were given a full and fair opportunity to
13 participate in the Final Approval Hearing. Class Members also have had a full and fair opportunity to
14 exclude themselves from the proposed settlement and class.

15 10. **Class Definition.** The Court hereby approves and incorporates the terms of the Parties'
16 Class Action Settlement Agreement, finds that the requirements of Rule 3.769 of the California Rules
17 of Court have been satisfied for settlement purposes only, and certifies for settlement purposes only the
18 following Class:

19 All nonexempt current and former individuals employed by Disney in Disney theme parks and
20 hotels in Anaheim, California, on or after January 1, 2019, who reside in California, and who
21 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 until March 25,
2025.

22 11. **Release.** The terms of the Class Action Settlement Agreement shall be forever binding
23 on all Participating Class Members. Participating Class Members have released and forever discharged
24 the Disney Defendants and Released Parties from any and all Released Claims as set forth below:

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

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

25 c. “Released Parties” means The Walt Disney Company and Walt Disney Parks
26 and Resorts U.S., Inc., as well as any and all of their current, former, and future
27 predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates,
28 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.”

d. **The Class Release.** Participating Class Members agree to release, waive, not to sue, file an administrative charge/complaint, or otherwise make any claim against any of the Released Parties seeking any form of relief, remedy, or recovery based on any of the Released Claims. It is the intent of the Parties that the Final Approval Order entered by the Court shall have full *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of the Plaintiffs and Class Members, and that it be final and binding upon Participating Class Members regarding the Released Claims. By operation of this Order, Participating Class Members are hereby barred and enjoined from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any lawsuit or other action in any jurisdiction based on the Released Claims.

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

12. The Class Action Settlement Agreement is not an admission by the Disney Defendants or by any other Released Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by the Disney Defendants or any other Released Party. Neither this Order, the Class Action Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Class Action Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omissions, concession, or liability whatsoever by or against the Disney Defendants or any of the other Released Parties.

13. The Court hereby confirms the law firms of Hadsell Stormer Renick & Dai, LLP and McCracken, Stemerman & Holsberry, LLP as Class Counsel and confirms Class Counsel adequately represents the Settlement Class for purposes of entering into and implementing the Settlement

1 Agreement. Class Counsel shall be responsible for communicating with Class Members; working with
2 counsel for the Disney Defendants; and seeing that schedules are met to effectuate the settlement,
3 including the submission to the Court of the Settlement Administrator's final accounting report, as well
4 as all papers necessary to allow the Court to evaluate the settlement administration process and
5 distribution of the settlement fund to Class Members.

6 14. The Court hereby confirms Plaintiffs Regina Delgado, Alicia Grijalva, and Javier
7 Terrazas as the Class Representatives. The Court finds that the Class Representatives adequately
8 represent the Settlement Class for purposes of entering into and implementing the Agreement.

9 15. The Court finds and determines that the settlement payments to be paid to 51,478
10 members of the Class and aggrieved employees under the Private Attorneys General Act, Labor Code
11 section 2698 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
12 final approval to and orders the payment of those amounts be made to all such participating Class
13 Members and aggrieved employees in accordance with the terms of the Settlement.

14 16. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
15 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
16 \$34,950,000 and reimbursement of their litigation costs in the sum of \$452,532.85. Applying the
17 percentage of recovery analysis with a lodestar cross-check and considering the factors set forth in
18 *Serrano v. Priest* (1977) 20 Cal.3d 25, 49, the Court finds and determines that such amounts are fair,
19 reasonable, and proper and orders the Administrator to make these payments in accordance with the
20 terms of the Settlement Agreement.

21 17. The Court approves Class Representative Service Payments to the Plaintiffs/Class
22 Representatives, each in the sum of \$20,000, in consideration of (i) their initiation and prosecution of
23 their actions, (ii) work performed, (iii) risks undertaken for the payment of costs in the event the case
24 had not concluded successfully, (iv) general releases of all claims, and (vi) the substantial benefits
25 conferred upon the Class by the Settlement.

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1 18. The settlement of civil penalties under PAGA in the amount of \$23,300,000 is approved.
2 Seventy-Five (75%), or \$17,475,000, shall be paid to the California Labor and Workforce Development
3 Agency (“LWDA”). The remaining Twenty-Five Percent (25%) or \$5,825,000, will become part of the
4 Net Settlement Amount paid to the participating Class Members and aggrieved employees. The Court
5 finds this payment to the LWDA to be reasonable and adequate after full consideration of the
6 information provided to the Court regarding Plaintiffs’ PAGA claim.

7 19. The Court further approves payment of the fees and costs of the appointed
8 Administrator, A.B. Data, Ltd., of \$200,000 for services rendered and to be rendered in connection with
9 the completion of its administrative duties pursuant to the Settlement Agreement.

10 20. Plaintiffs will submit to the Court the Settlement Administrator’s final accounting
11 report, as well as all papers necessary to allow the Court to evaluate the settlement process and
12 distribution of the settlement fund to class members, by no later than eight (8) months after individual
13 settlement payments are distributed to the Class Members.

14 21. Without affecting the finality of this Order in any way, the Court retains jurisdiction of
15 all matters relating to the interpretation, administration, implementation, consummation, effectuation
16 and enforcement of this Order and the Settlement, and for any other necessary purpose, pursuant to
17 Code of Civil Procedure section 664.6.

18 22. Nothing in this Order shall preclude any action to enforce the Parties’ obligations under
19 the Settlement or under this Order.

20 23. The Parties are hereby ordered to implement and consummate the Settlement Agreement
21 according to its terms and provisions.

22 24. The Parties shall bear their own costs and attorneys’ fees except as otherwise provided
23 by the Settlement Agreement and this Order Granting Class Counsels’ award of attorneys’ fees and
24 reimbursement of litigation costs.

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25. The Settlement Administrator shall file a declaration confirming that all terms of the settlement have been completed, including a summary of all distributions made pursuant to the Settlement Agreement, by May 15, 2026, at 4:00 p.m. No appearances are required.

IT IS SO ORDERED.

DATED: _____, 2025

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