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Attorneys for Plaintiffs & Plaintiff Class

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

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

Plaintiffs,

v.

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

Defendants.

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

**DECLARATION OF RANDY RENICK
IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT (SODEXO)**

Judge: Hon. William D. Claster
Dept.: CX101

Action Filed: December 6, 2019

1 **DECLARATION OF RANDY RENICK**

2 I, Randy Renick, hereby declare:

3 1. I am a partner at the law firm of Hadsell Stormer Renick & Dai LLP. I am a member of
4 the California Bar, and I am counsel for Plaintiffs in this case, as well as counsel for the certified
5 Plaintiff Class. I offer this declaration in support of Plaintiffs' Motion for Preliminary Approval of
6 Class Action Settlement ("Settlement Agreement").

7 2. The proposed Class Action Settlement Agreement that is the subject of the Motion for
8 Preliminary Approval is attached as Exhibit 1 to the Declaration of Sarah Grossman-Swenson
9 ("Swenson Declaration").

10 3. My firm and co-counsel McCracken, Stemerman & Holsberry, LLP are highly
11 experienced class action lawyers, having handled dozens of similar wage and hour class actions, as well
12 as other types of class and complex litigation. My firm's qualifications are discussed in detail below
13 and the qualifications of McCracken, Stemerman & Holsberry, LLP are set forth separately in the
14 Swenson Declaration. Both firms, based on their many years of experience, recommend the proposed
15 settlement and believe it is in the best interests of the Settlement Class.

16 4. I am fully familiar with the legal and factual issues in this case. I specialize in complex
17 cases and class action litigation, including wage and hour, antitrust, employment, civil rights and public
18 interest litigation. I am a graduate of Southwestern School of Law and have been specializing in
19 complex litigation since 1995, first with Hadsell & Stormer, Inc., and from January 1, 2000, until
20 December 31, 2007, with the Law Offices of Randy Renick. Since January 1, 2008, I have been a
21 partner with Hadsell Stormer Keeny Richardson & Renick, LLP, and its successors Hadsell Stormer
22 Richardson & Renick, LLP and Hadsell Stormer Renick & Dai LLP. I was selected as a "Rising Star"
23 by the Los Angeles Magazine and Law & Politics Magazine for 2004 and have also been selected as a
24 "Super Lawyer" by Los Angeles Magazine and Law & Politics Magazine for the last twenty-one (21)
25 years. I have been one of only a few plaintiff-side employment lawyers selected for inclusion on the
26 "Best Lawyers in America" list each year since 2007. In 2023, I was named Lawyer of the Year in
27 Southern California by Best Lawyers for Litigation - Labor and Employment (Pasadena). In 2017 and,
28 most recently, in 2025, I was named Lawyer of the Year in Southern California by Best Lawyers for

1 Employment Law – Individuals (Pasadena). My C.V. is attached hereto as **Exhibit A**.

2 5. I am regularly asked to give lectures regarding public interest and class action litigation
3 to lawyers, law students and public interest organizations, including by the following organizations: the
4 University of California at Los Angeles School of Law; the State Bar of California Labor and
5 Employment Section; the Los Angeles County Bar Labor and Employment Section; the Coalition
6 Against Slavery and Trafficking; and the Western Trial Lawyers Association.

7 6. Cornelia Dai is a partner at Hadsell Stormer Renick & Dai LLP, and was formerly an
8 associate with Hadsell & Stormer, Inc. Ms. Dai is frequently asked to speak on employment and wage
9 and hour topics by legal organizations and law schools. Ms. Dai is a 1995 graduate of U.C. Berkeley,
10 and she earned her Juris Doctorate from U.S.C. Law School in 1999. Over the last 20 years, in
11 particular, she has litigated numerous wage and hour class actions, including *Wang v. Chinese Daily*
12 *News*, a class action in federal court involving violations of overtime and meal and rest break laws that
13 ultimately settled after more than 10 years of litigation. Ms. Dai was also one of the plaintiffs' counsel
14 in *South Central Farmers Feeding Families v. City of Los Angeles*, a case brought on behalf of over 300
15 low-income families in a struggle to preserve land for a much-needed urban community garden in South
16 Los Angeles. In addition, she was one of the Doe plaintiffs' counsel in the state litigation of the
17 international human rights case *Doe v. Unocal*., which involved human rights abuses by a large oil
18 company against Burmese villagers.

19 7. Ms. Dai has been named to the Southern California Super Lawyers list as a Rising Star
20 or Super Lawyer each year since 2005 and has been listed in The Best Lawyers in America every year
21 since 2012. In 2017, 2019, 2022, and 2023, she was named Lawyer of the Year in Southern California
22 by Best Lawyers for Litigation - Labor and Employment (Pasadena). In 2018, she was named Lawyer
23 of the Year in Southern California by Best Lawyers for Employment Law – Individuals (Pasadena). In
24 addition, Ms. Dai has been named to the Top 50: 2023 Women Southern California Super Lawyers List.
25 Ms. Dai serves on the Board of the California Employment Lawyers Association, and she is Chair of the
26 Los Angeles County Bar Association's Labor and Employment Law Section.

27 8. On December 6, 2019, my firm served a Labor Code § 2699.3 Notice Letter to the
28 California Labor and Workforce Development Agency ("LWDA") stating that on December 6, 2019,

1 the Named Plaintiffs in this action filed a civil complaint against Defendants on behalf of themselves
2 and other similarly situated employees, alleging violations of the Anaheim Living Wage Ordinance
3 (“LWO”); Labor Code § 203 (Waiting Time Penalties); Business and Professions Code § 17200 et seq.;
4 Labor Code §§ 510, 1194 & 1198 (Overtime Wages); and the Private Attorneys General Act. A true
5 and correct copy of the December 6, 2019, Notice to the LWDA and proof of service is attached hereto
6 as **Exhibit B**.

7 9. On December 1, 2023, my firm served an Amended Labor Code § 2699.3 Notice Letter
8 to the LWDA amending the December 6, 2019, Notice Letter to provide notice that Plaintiffs were
9 pursuing penalties for violations of Labor Code § 226 for inaccurate wage statements. A true and
10 correct copy of the December 1, 2023, Amended Notice to the LWDA and proof of service is attached
11 hereto as **Exhibit C**.

12 10. The total settlement is \$1,750,000, which includes payment to the Class members, the
13 Named Plaintiffs’ service awards, the LWDA payment for PAGA penalties, attorneys’ fees and costs,
14 the employees’ share of payroll taxes, and administration costs. Plaintiffs’ counsel will apply for up to
15 fifteen percent of the common fund (\$262,500) in fees and for the reimbursement of no more than
16 \$7,500 in costs. Plaintiffs intend to seek a service award of \$20,000 for the Class Representative.
17 Payment to the LWDA for PAGA penalties will be \$131,250 (75% of the PAGA Allocation). The
18 Parties expect administration costs will be no greater than \$19,000. This means that Class members will
19 share in the sum of at least \$1,309,750.

20 11. Ten (10%) percent of the Settlement, or \$175,000 is allocated to PAGA penalties, of
21 which 75% (\$131,250) will be paid to the LWDA, as required by law. The proof of service of the
22 settlement agreement on the LWDA and confirmation is attached hereto as **Exhibit D**.

23 12. In connection with the settlement reached with Defendants Walt Disney Company and
24 Walt Disney Parks and Resorts US, Inc. (“Disney Defendants Settlement”), I interviewed and received
25 bids from three class action administrators. Based on my experience, including prior work with A.B.
26 Data, Ltd. (“AB Data”), and the fact that AB Data had submitted the most competitive bid, I
27 recommended it be selected as the Administrator of the Disney settlement. Because AB Data was
28 recommended to handle the Disney settlement, which is significantly larger than this settlement and

1 includes more than 50,000 class members, I believed they were well situated to provide the best
2 administration of this settlement. Accordingly, I asked them to provide a bid. That bid for \$19,000 is
3 attached hereto as **Exhibit E**.

4 13. The proposed Class Notice which is attached as Exhibit A to the Settlement Agreement
5 attached as Exhibit 1 to the Swenson Declaration includes the following information for Class
6 members: 1) a Class definition; 2) a description of the substantive issues and proceedings to date; 3) a
7 neutral description of the proposed settlement; 4) the amount of attorneys' fees and costs sought; 5) the
8 right to request to be excluded from the Class and the opt-out procedure and 60-day period for
9 submitting the request for exclusion; 6) the right to challenge the data used to calculate the individual
10 Class member's allocation; 7) the right to object within 60 days and the procedure for submitting a
11 written objection; 8) the consequences of remaining a Class member; 9) the date, time, and place of the
12 final approval hearing; and 10) contact information for Plaintiffs' counsel.

13 14. Additionally, the Notice will include an estimated value of each individual claim as well
14 as the data used to calculate the allocation. The Class Notice will be translated into Spanish, and both
15 English and Spanish versions will be provided to each Class member. Based on our extensive
16 communications with Class members and understanding of the primary languages spoken by the Class,
17 we do not believe there is a need to provide the notice in languages other than English and Spanish, but
18 it will be made available in other languages upon request.

19 15. The Notice also contains the address for a website ("Settlement Website") that includes
20 links to the Notice and important case documents; and the Court's website for those who wish to review
21 the case docket. AB Data has agreed to maintain the Settlement Website, which will include the Class
22 Notice, the Motions for Preliminary and Final Approval, and the Motion for Attorneys' Fees and Costs.
23 The Motion for Attorneys' Fees and Costs and any related filings shall be available on the Settlement
24 Website for a reasonable period of time of no less than 16 calendar days before the deadline for Class
25 members to submit a written objection to the Settlement.

26 16. The Administrator will provide notice via e-mail to all Class members for whom
27 Defendant has provided current email addresses. For Class members whose email addresses are
28 unavailable, the Administrator will provide notice by mail. The Administrator shall take specific

1 measures to ensure (a) the highest percentage of Class members receive the Notice; and (b) that it has
2 the most current and accurate addresses for Class members by performing a National Change of
3 Address database search for all returned mail and by conducting skip trace searches on all mail and
4 checks returned as undeliverable so that Class members can participate in the Settlement and share in
5 the money recovered.

6 17. The Administrator shall also provide Class members with toll-free telephone support and
7 a post office box to facilitate Class member communications. In addition, it will maintain appropriate
8 databases to fulfill its duties; receive, control, and account for all returned Notices, disputes, requests for
9 exclusion, and objections; calculate the Class members' payments; and prepare and deliver regular
10 reports to Class Counsel and Counsel for Defendants containing information concerning Notice,
11 administration, and implementation of the Settlement Agreement.

12 18. The Administrator shall also provide proof of payment of penalties to the LWDA. In
13 addition to the duties identified above, the Administrator shall prepare final declarations, reports, and
14 invoices that accurately describe the notice process, the level of participation, and actions taken to
15 ensure that the best possible notice of the Settlement was provided to Class members.
16

17 I declare under penalty of perjury pursuant to the laws of the United States and the State of
18 California that the foregoing is true and correct and that this declaration was executed on March 27,
19 2025, at Pasadena, California.

20 /s/ Randy Renick

21 Randy Renick
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Declaration of Randy Renick
EXHIBIT A

Randy Renick, a partner with Hadsell Stormer Renick & Dai LLP in Pasadena, California, specializes in complex cases and class action litigation, including wage and hour, antitrust, employment, civil rights, and public interest litigation. Mr. Renick was selected as a “Rising Star” by the Los Angeles Magazine and Law & Politics Magazine for 2004 and has also been selected as a “Super Lawyer” each year since 2005. He was one of only a few Plaintiff-side Employment Lawyers selected for the “Best Lawyers in America” each year since 2007.

Mr. Renick is regularly asked to give lectures regarding public interest and class action litigation to lawyers, law students and public interest organizations; including the National Employment Lawyers Association; the University of California at Los Angeles School of Law, State Bar of California Labor and Employment Section; Los Angeles County Bar Labor and Employment Section, California Employment Lawyers Association, The Coalition Against Slavery and Trafficking, and the Western Trial Lawyers Association.

Mr. Renick is a graduate of Southwestern School of Law and has been specializing in complex litigation since 1995, first with Hadsell & Stormer, Inc. and from January 1, 2000, until December 31, 2007, with the Law Offices of Randy Renick. Since January 1, 2008, Mr. Renick has been a partner with Hadsell Stormer Renick & Dai LLP.

During his career, Mr. Renick has served as Lead or Class Counsel in a significant number of important individual and class action cases, including:

Wang v. Chinese Daily News, Case No. CV-04-1498 CBM, U.S. District Court for the Central District of California. Served as Lead Counsel in a jury trial representing a class of hourly newspaper employees involving claims of unpaid overtime and other wage and hour violations. After jury and bench trial, obtained a judgment in favor of his clients for more than \$5,200,000 in 2015. Opinion at (*Wang v. Chinese Daily News, Inc.* (9th Cir. 2010) 623 F.3d 743.). Matter settled in 2016 for \$7.8 Million. It was the tenth largest class action settlement in California in 2016.

City of Los Angeles Service Charge Cases, Lead Case BC377050, Los Angeles Superior Court, Judge William Highberger. Class Counsel in five separate actions on behalf of hourly workers against various Century Boulevard hotels alleging violations of the City of Los Angeles Service Charge Ordinance. Defended the constitutionality of the Ordinance on Appeal in the published decision of *Garcia v. Four Points Sheraton LAX* (2010) 188 Cal. App. 4th 36.

Grace v. The Walt Disney Company, Case No. 30-2019-01116850, Orange County Superior Court, Judge William D. Claster. Appointed Class Counsel for class of more than 25,000 Class Members seeking to recover unpaid wages, penalties and interest pursuant to the City of Anaheim’s Living Wage Ordinance. Matter is ongoing.

Guzman v. Dow Agrosciences LLC, Case No. 3:22-CV-04962-RS, United States District Court for the Northern District of California. Served as Co-Lead Counsel in action brought on behalf of Operators for reporting time and on-call violations. Matter settled in 2024 for \$3,800,000. 194 class members recovered \$14,129 on average.

Craig v. Corteva, Inc., Case No. 3:19-cv-07923-JCS, U.S. District Court for the Northern District of California. Served as Co-Lead Counsel in action brought on behalf of Operators for meal and rest break violations. Matter settled in 2022 for \$3,800,000 with 223 class members receiving a check averaging \$12,511.

Espino v. Sky Chefs, Inc., 19STCV44265, Los Angeles Superior Court. Appointed Class Counsel for 1,231 airline catering workers in action to recover unpaid living wages. Obtained settlement in 2022 for \$5,000,000 resulting in average payment of \$2,611.

Kendig v. ExxonMobil Oil Corp., Case No. 2:18-cv-09224, U.S. District Court for the Central District of California. Served as Co-Lead Counsel in action brought on behalf of Oil Refinery Operators for rest break violations. Matter settled in 2019 for \$4,391,585 with 335 class members receiving a check averaging \$9,500.

Valliere v. Tesoro Refining and Marketing Company LLC, Case No. 3:17-cv-00123-JST, United States District Court for the Northern District of California. Served as Co-Lead Counsel in action brought on behalf of Oil Refinery Operators for rest break violations. Matter settled in 2019 for \$15,250,000. It was the fourteenth largest settlement in California in 2019.

Berlanga, et al. v. Equilon Enterprises LLC, et al., Case No. 4:17-cv-00282-MMC, United States District Court for the Northern District of California. Rest break case brought on behalf of Refinery Operators. Matter settled in 2019 for \$7,750,000 with 497 class members receiving a check averaging over \$11,000.

Clack v. Chevron Corporation, Chevron U.S.A. Inc. dba Chevron Products Company and ChevronTexaco Global Lubricants, Case No. BC649514. Los Angeles Superior Court of Central District of California, Judge Amy D. Hogue. Served as Co-Lead Counsel in action brought on behalf of approximately 1,500 Oil Refinery Operators for rest break violations. Matter settled in 2020 for \$17,375,000. It was the largest labor and employment settlement in California in 2020.

Buzas v. Phillips 66 Company, Case No. 4:17-cv-00163-YGR, United States District Court for the Northern District of California. Served as Co-Lead Counsel in action brought on behalf of 500 Oil Refinery Operators for rest break violations. Matter settled in 2018 for \$5,500,000.

Murphy v. CVS Caremark, BC 464785, Los Angeles Superior Court. Class Counsel in wage and hour class action brought on behalf of more than 70,000 hourly employees. Suit alleged various violations, including the failure to pay employees while subject to employer control during security checks. Matter settled in 2017, prior to trial, for \$12,750,000. It was the eighth largest labor and employment settlement in California in 2017.

Diaz v. Accor Business and Leisure North America, Inc. dba Sofitel Hotel Los Angeles at Beverly Hills, Case No: BC 621422, Los Angeles Superior Court. Reached settlement on behalf of class with 450 estimated members in the Settling Class. Matter settled in 2017 for \$690,000.00.

Diaz v. Grill Concepts Services, Inc., dba Daily Grill, Case No. BC 542720, Los Angeles Superior Court. Served as Lead Counsel in bench trial to recover back wages, interest and waiting time penalties against hotel restaurant under the City of Los Angeles' Airport Hotel Living Wage Ordinance. In January 2017, plaintiffs prevailed on all claims at trial, and received a favorable judgement of \$864,756.84. The verdict was approved on appeal. *Diaz v. Grill Concepts Services, Inc.* (2018) 23 Cal.App.5th 859.

Aguilar v. Flying Foods Group Pacific, Inc., Case No. BC 553539, Los Angeles Superior Court. Represented Class of employees with claims of unpaid overtime and other wage and hour violations failures. As Class Counsel, sought damages, restitution, and other relief for the Class for the period from August 1, 2010, to the present. Matter settled in 2018 for \$4,150,000.00. It was the fourteenth largest labor and employment settlement in the U.S. in 2018.

Barrientos v. Hilton Los Angeles Airport, Case No. BC403925, Los Angeles Superior Court. The Lawsuit was filed on December 16, 2008, and the alleged class period dated back to December 16, 2004. Parties agreed to resolve the Lawsuit by way of settlement in 2011. Defendants paid \$2,500,000.

USW v. ConocoPhillips Company, CV 08-2068 PSG, United States District Court. Class Counsel brought on behalf of refinery operators for on-duty meal periods. Case settled in 2013, prior to trial, for \$15,500,000. Published opinion can be found at (*United Steel, Paper & Forestry, Rubber, Mfg. Energy v. ConocoPhillips Co.* (9th Cir. 2010) 593 F.3d 802.)

Ochoa v Brisam LAX, Case No. BC 493242, Los Angeles Superior Court. Class Counsel in wage and hour class action against hotel for failing to pay employees the Living Wage under the City of Los Angeles' Airport Hotel Living Wage Ordinance. Matter settled for \$390,000.

Parmer v. Ziba Beauty Center, Inc., Case No. BC 392872, Los Angeles Superior Court. For unpaid wages and statutory penalties, agreed upon resolution by Settling Parties at \$250,000 in 2012.

Andrade v. Terra Universal (2011), Case No. 00473739-CU-OE-CX, Orange County Superior Court. Parties agreed to settle this action for \$450,000. The settlement was made in 2011, after over a year of extensive discovery and hard-fought litigation, for an amount that was proposed by the mediator, retired Superior Court Judge Haley Fromholz.

Small v. Brinderson, Case No. 04CC00717, Orange County Superior Court. Served as Lead Counsel for certified class of more than 5,000 construction trade employees for overtime, meal and rest break claims. Case resolved in 2010 for \$5,250,000.

Diaz v. ABM Industries, Inc., Case No. BC362932, Los Angeles Superior Court. Lead Counsel for certified class of more than 5,000 employees seeking damages for employer's failure to provide meal periods. Case resolved in 2011 for \$4,900,000.

Morales v. Aramark Corporation., CV-09-05565, U.S. District Court for the Central District of California. Lead Counsel for class of more than 20,000 food service workers alleging claims for meal and rest period, and overtime violations. Case resolved in 2010 for \$3,900,000.

Navarro v. Pacifica Hosts Hotels, Inc. (2008), Case No. BC352017, Los Angeles Superior Court. Class Counsel for class of more than 4,000 hourly employees at nineteen hotels in California with claims of unpaid overtime, missed meal and rest breaks. Matter settled for in 2008 for \$6,500,000.

John Amaro v. the Ritz-Carlton, Huntington Hotel & Spa, Case No. BC 376739, Los Angeles Superior Court. Lead Counsel for class of 800 hotel workers alleging employer failed to pay wages and provide meal and rest breaks. Settled case in 2008 for \$975,000.

Soto v. Starwood Hotels & Resorts Worldwide, Inc., Case No. BC 352849, Los Angeles Superior Court. Class Counsel for hourly hotel workers at Westin LAX hotel alleging meal and rest break and overtime violations. Settled in 2007 for \$3,000,000.

Hernandez v. Tyco International (US) Inc., Case No. BC315749, Los Angeles Superior Court. Lead Counsel for class of 450 hourly production employees with claims for unpaid overtime, meal and rest break violations. Case resolved in 2008 with settlement of \$4,900,000.

De La Rosa v. ICC Collision Centers, Case No. BC 389024, Los Angeles Superior Court. Represented class of body shop workers who were denied overtime. Case settled in 2009 for nearly \$250,000.

Rogers v. Weyerhaeuser Corp., Case No. CV-05-06076 NM, U.S. District Court for the Central District of California. Class Counsel for 125 hourly employees alleging meal and rest break and overtime violations against employer. Settled in 2005 for \$1,500,000.

Pinney v. Great Western Bank, Case No. BC 146276 and CV-95-2110-IH, U.S. District Court for the Central District of California and LA Superior Court. Served as counsel in securities fraud and invasion of privacy class action. The matter settled in 1996 for more than \$16 Million.

Levitan v. TV Fanfare Media Inc., Case No. BC 241713, Los Angeles Superior Court. Served as Lead Counsel in Wage and Hour Class Action Case representing class of individuals misclassified as Independent Contractors. Los Angeles Superior Court Judge Charles W. McCoy granted final approval to the \$1.85 Million settlement in April of 2004.

Ruiz v. Jackson (2004), Case No. SC076090, Los Angeles Superior Court. In 2004, obtained jury verdict of \$825,000 on behalf of Philippine plaintiff brought to Los Angeles and forced to work 18 hours per day for more than one year without pay. Prevailed on all claims including false imprisonment, fraud, assault, battery and negligence against defendants, one of whom was a lawyer and executive at Sony Pictures. Jury found that the defendants had wrongfully imprisoned Plaintiff by means of violence and threats.

Paige v. State of California, Case No. CV 94-0083 CBM U.S. District Court for the Central District of California. Served as Co-Lead Trial Counsel in the two-month class action trial involving claims against California Highway Patrol alleging discrimination in promotions against Non-White Officers.

Mesfun v. Hagos, Case No. CV 93-02182 MMM U.S. District Court for the Central District of California. Served as Lead Counsel in jury trial involving allegations of False Imprisonment and Labor Code Violations in front of Judge Margaret Morrow. Obtained a jury verdict on Labor Code claim against Defendant.

Mr. Renick also has substantial experience litigating antitrust class action cases in both state and federal courts. Mr. Renick is intimately familiar with the management and organization required to aggressively litigate complicated class action cases involving multiple cases and numerous co-counsel. Some of the antitrust matters in which he has served as counsel include:

In Re TFT-LCD (Flat Panel) Antitrust Litigation, MDL 7269 (Judge Illston) United States District Court, Northern District of California. Antitrust class action on behalf of direct purchasers of LCD screens alleging a nationwide class for price-fixing. The case settled for more than \$400,000,000.

In Re Dynamic Random-Access Memory Antitrust Litigation, MDL 1486 (Judge Hamilton) United States District Court, Northern District of California. Antitrust class action on behalf of direct purchasers of dynamic random-access memory (DRAM) alleging a nationwide class for price-fixing. The case settled for more than \$330,000,000.

In Re Vitamin Cases, J.C.C.P. No. 4076, San Francisco Superior Court. Antitrust class action on behalf of California indirect purchasers of vitamins. The case was settled for \$96,000,000.

In Re California Indirect Purchaser MSG Antitrust Cases, Master File No. 304471, San Francisco Superior Court. Antitrust class action on behalf of California indirect purchasers of Monosodium Glutamate. The case settled for more than \$11,000,000.

In Re Methionine Antitrust Litigation, MDL 1311, CRB, United States District Court, Northern District of California. A nationwide class action on behalf of direct purchasers of methionine alleging price-fixing. The case was settled for \$107,000,000.

In Re California Polychloroprene Cases, J.C.C.P. 4376, Los Angeles Superior Court. Statewide class on behalf of indirect purchasers for Polychloroprene. The matter settled for in excess of \$4,500,000.

In Re Urethane Cases, J.C.C.P. No. 4367, San Francisco Superior Court. Settlements of over \$9,000,000 in antitrust class action on behalf of all California indirect purchasers of urethane and urethane chemicals. Served as Co-Liaison Counsel for Plaintiffs and investigated and vetted the 42 California organization that were approved as recipients of nearly \$8 Million allocated cy pres.

In Re The Harman Press et al. v. International Paper Co. et al., (Consolidated Cases) Master File No. CGC-04-432167, San Francisco Superior Court. Antitrust class action on behalf of all California indirect purchasers of publication paper.

In Re Label Stock Cases, J.C.C.P. No. 4314, San Francisco Superior Court. Antitrust class action on behalf of all California indirect purchasers of high-pressure label stock.

In Re Richard Villa et al. v. Crompton Corporation et al., Consolidated Case No. CGC-03-419116, San Francisco Superior Court. Settlements of over \$2,000,000 antitrust class action on behalf of California indirect purchasers of EPDM.

In Re Russell Reidel et al. v. Norfalco LLC et al., Consolidated Case No. CGC-03-418080, San Francisco Superior Court. Antitrust class action on behalf of California indirect purchasers of sulfuric acid.

In Re Smokeless Tobacco Cases I-IV, J.C.C.P. Nos. 4250, 4258, 4259 and 4262, San Francisco Superior Court. Certified antitrust class action on behalf of California consumers of smokeless tobacco products. The case settled for \$99,000,000 with over \$25,000,000 allocated cy pres.

In Re Electrical Carbon Products Cases, J.C.C.P. No. 4294, San Francisco Superior Court (Private Entity Cases). Settlement of antitrust class action on behalf of California indirect purchasers of electrical carbon products.

In Re Laminate Cases, J.C.C.P. No. 4129, Alameda Superior Court. Antitrust class action on behalf of California indirect purchasers of high-pressure laminate.

In Re Compact Disk Cases, J.C.C.P. No. 4123, Los Angeles Superior Court. Antitrust class action on behalf of California consumers of prerecorded compact disks. Settled for more than \$100,000,000.

In Re Purchaser Auction House Cases, Master Case No. 310313. San Francisco Superior Court. Antitrust class action on behalf of California auction buyers and sellers.

In Re Western States Wholesale Natural Gas Litigation, MDL 1566. Settlements of over \$150,000,000 in antitrust class action on behalf of California buyers of natural gas.

In Re NBR Cases, J.C.C.P. No. 4369, San Francisco Superior Court. Antitrust class action on behalf of California indirect purchasers of NBR.

In Re Intel Corp. Microprocessor Antitrust Litigation, MDL 05-1717 (JJF) USDC, District of Delaware. Antitrust class action on behalf of all consumers in the United States that indirectly purchased Intel x86 microprocessors.

In Re Vitamin C Antitrust Litigation, MDL 06-1738 (DTG)(JO), USDC, Eastern District of New York. Antitrust class action on behalf of all California indirect purchasers of Vitamin C.

Mr. Renick has received numerous honors and awards throughout his years in practice, including:

- Southern California Super Lawyer, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024
- Best Lawyers in America, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024
- Best Lawyer, Lawyer of the Year - Individual Employment Pasadena 2017 and 2024
- Surfrider 2009 Wavemaker of the Year Award
- California Trout 2018 Streamkeeper Award
- Southern California Rising Star, 2004

Declaration of Randy Renick
EXHIBIT B

December 6, 2019

VIA ONLINE FILING

State of California Labor & Workforce Development
Agency/Department of Industrial Relations

Re: Labor Code Section 2699.3 Notice Letter

**On Behalf of All Aggrieved Employees Against The Walt Disney
Company, Walt Disney Parks and Resorts, US Inc., Sodexo, Inc., and
SodexoMAGIC, LLC**

Dear Secretary Julie Su:

This office represents Kathleen Grace, Thomas Bray, Regina Delgado, Alicia Grijalva, and Javier Terrazas, employees of The Walt Disney Company, Walt Disney Parks and Resorts, US Inc., Sodexo, Inc., and SodexoMAGIC, LLC. (collectively, “Defendants”), who, on December 6, 2019, filed a civil complaint against Defendants, on behalf of themselves and other similarly situated employees, alleging violations of Anaheim Living Wage Ordinance (‘LWO’) Anaheim Municipal Code, Chapter 6.99, violation of Labor Code § 203 (Waiting Time Penalties), Unfair Business Practices in violation of Business and Professions Code § 17200 *et seq.*, Violation of Labor Code Sections 510, 1194 & 1198 (Overtime Wages), and the Private Attorneys General Act. This letter is intended to provide notice pursuant to Labor Code section 2698 *et seq.*

The complaint alleges that Defendants failed to compensate Plaintiffs in accordance with Anaheim’s Living Wage Ordinance, Anaheim Municipal Code Chapter 6.99 (“Living Wage Ordinance” or “Chapter 6.99”), enacted by initiative as Measure L in November, 2018, which became effective on December 4, 2018. The Living Wage Ordinance requires all businesses in the hospitality industry in the Anaheim Resort and the Disneyland Resort who benefit from subsidies received from the City of Anaheim to pay their employees at least \$15 an hour effective January 1, 2019.

Hadsell Stormer Renick & Dai LLP

December 6, 2019

Page 2

The two Disney defendants have not complied with the Living Wage Ordinance in compensating Plaintiffs and the Plaintiff Class despite being the recipient of massive subsidies from Anaheim in the form of tax rebates. The two Sodexo defendants, subcontractors and/or lessees of Disney, are beneficiaries of the city subsidies and have also failed to comply with the Living Wage Ordinance.

The specific violations alleged in the complaint include:

- Violation of Anaheim Living Wage Ordinance, Anaheim Municipal Code, Chapter 6.99;
- Violation of Labor Code § 203 (Waiting Time Penalties);
- Violation of Business and Professions Code § 17200 *et seq.* (Unfair Competition Law);
- Violation of Labor Code §§ 510, 1194 & 1198 (Overtime Wages); and
- Representative Action for Civil Penalties, Labor Code § 2698 *et seq.*

On behalf of themselves and all other aggrieved employees, Plaintiffs seek to recover civil penalties, as provided by statute, for which Defendants are liable as a result of the foregoing violations of the Labor Code sections, including, but not limited to, penalties under Labor Code sections 558, 1197.1, 1199 and 2699(f) and the applicable IWC Wage Orders.

Please let me know within the time period set forth in Labor Code section 2699.3 whether the State will pursue these penalties or whether the employees are free to pursue their civil action against Defendants and seek those penalties.

Thank you for your courtesy and prompt attention to this matter.

Very truly yours,

HADSELL STORMER RENICK & DAI LLC

By /s/ --Randy Renick
Randy Renick

Hadsell Stormer Renick & Dai LLP

December 6, 2019

Page 3

Cc:

Via certified mail

THE WALT DISNEY COMPANY
500 South Buena Vista Street
Burbank, CA 91521

WALT DISNEY PARKS AND RESORTS, US INC.
500 South Buena Vista Street
Burbank, CA 91521

SODEXO, INC.
P.O. Box 352
Buffalo, NY 14240

SODEXOMAGIC, LLC
P.O. Box 352
Buffalo, NY 14240

1 Randy Renick [S.B. #179652]
Cornelia Dai [S.B. #207435]
2 HADSELL STORMER RENICK & DAI LLP
128 North Fair Oaks Avenue, Suite 204
3 Pasadena, California 91103-3645
Telephone: (626) 585-9600
4 Facsimile: (626) 577-7079
Email: rrr@hadsellstormer.com
5 Email: cdai@hadsellstormer.com

6 Richard G. McCracken [S.B. #62058]
Sarah Grossman-Swenson [S.B. #259792]
7 McCRACKEN, STEMERMAN & HOLSBERRY, LLP
475 14th Street, Suite 1200
8 Oakland, CA 94612
9 Telephone: (415) 597-7200
Facsimile: (415) 597-7201
10

11 Attorneys for Plaintiffs
12

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF ORANGE**
15

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

PROOF OF SERVICE

16 KATHLEEN GRACE, THOMAS BRAY,
17 REGINA DELGADO, ALICIA GRIJALVA,
18 JAVIER TERRAZAS, and all others similarly
situated,

19 Plaintiffs,
20

21 v.

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

25 Defendants.
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PROOF OF SERVICE

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the action; my business address is 128 N. Fair Oaks Avenue, Pasadena, California 91103.

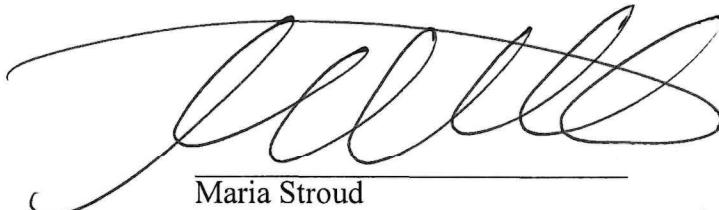
On December 6, 2019, I served the foregoing document described as: **INITIAL PAGA NOTICE**

XX **BY ELECTRONIC SUBMISSION:**

XX I submitted said document(s) electronically via the State of California Labor and Workforce Development Agency/Department of Industrial Relations website and instructions for the Private Attorneys General Act (PAGA) - Filing portal, located at <https://dir.govfa.net/315>.

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

Executed on December 6, 2019, at Pasadena, California.



Maria Stroud
Declarant

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Maria Stroud](#)
Subject: Thank you for submission of your PAGA Case.
Date: Friday, December 6, 2019 6:54:11 PM

12/6/2019

LWDA Case No. LWDA-CM-760761-19
Law Firm : Hadsell Stormer & Renick LLP
Plaintiff Name : Kathleen Grace, Thomas Bray, Regina Delgado, Alicia Grijalva, Javier Terrazas
Employer: The Walt Disney Company

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Declaration of Randy Renick
EXHIBIT C

December 1, 2023

VIA ONLINE FILING

State of California Labor & Workforce Development
Agency/Department of Industrial Relations

Re: Amended Labor Code Section 2699.3 Notice Letter

**On Behalf of All Aggrieved Employees Against The Walt Disney
Company, Walt Disney Parks and Resorts, US Inc., Sodexo, Inc., and
SodexoMAGIC, LLC**

Dear Secretary Stewart Knox:

This office represents Kathleen Grace, Regina Delgado, Alicia Grijalva, and Javier Terrazas, employees of The Walt Disney Company, Walt Disney Parks and Resorts, US Inc., Sodexo, Inc., and SodexoMAGIC, LLC. (collectively, “Defendants”), who, previously served notice to the LWDA and filed a civil complaint against Defendants, on behalf of themselves and other similarly situated employees, alleging violations of Anaheim Living Wage Ordinance (‘LWO’) Anaheim Municipal Code, Chapter 6.99, violation of Labor Code § 203 (Waiting Time Penalties), Unfair Business Practices in violation of Business and Professions Code § 17200 *et seq.*, Violation of Labor Code Sections 510, 1194 & 1198 (Overtime Wages), and the Private Attorneys General Act, on December 6, 2019. This letter is intended to provide notice pursuant to Labor Code section 2698 *et seq.* regarding an additional Labor Code violation, specifically Labor Code section 226 for inaccurate wage statements, that arises out of the same set of facts as the claims alleged in the 2019 Notice and original complaint.

As set forth in the 2019 Notice, the original complaint alleges that Defendants failed to compensate Plaintiffs in accordance with Anaheim’s Living Wage Ordinance, Anaheim Municipal Code Chapter 6.99 (“Living Wage Ordinance” or “Chapter 6.99”), enacted by initiative as Measure L in November 2018, which became effective on December 4, 2018. The Living Wage Ordinance requires all businesses in the hospitality industry in the Anaheim Resort and the Disneyland Resort who benefit from subsidies received from the City of

Anaheim to pay their employees at least \$15 an hour effective January 1, 2019.

The two Disney defendants have not complied with the Living Wage Ordinance in compensating Plaintiffs and the Plaintiff Class despite being the recipient of massive subsidies from Anaheim in the form of tax rebates. The two Sodexo defendants, subcontractors and/or lessees of Disney, are beneficiaries of the city subsidies and have also failed to comply with the Living Wage Ordinance.

The specific violations alleged in the complaint include:

- Violation of Anaheim Living Wage Ordinance, Anaheim Municipal Code, Chapter 6.99;
- Violation of Labor Code § 203 (Waiting Time Penalties);
- Violation of Business and Professions Code § 17200 *et seq.* (Unfair Competition Law);
- Violation of Labor Code §§ 510, 1194 & 1198 (Overtime Wages); and
- Representative Action for Civil Penalties, Labor Code § 2698 *et seq.*

In their amended complaint, Plaintiffs will additionally allege a violation of Labor Code section 226 based on Defendants' failure to comply with Section 226's wage requirements.

On behalf of themselves and all other aggrieved employees, Plaintiffs seek to recover civil penalties, as provided by statute, for which Defendants are liable as a result of the foregoing violations of the Labor Code sections, including, but not limited to, penalties under Labor Code sections 226.3, 558, 1197.1, 1199 and 2699(f) and the applicable IWC Wage Orders.

Thank you for your courtesy and attention to this matter.

Very truly yours,

HADSELL STORMER RENICK & DAI LLP

By /s/ -- Cornelia Dai
Cornelia Dai

Hadsell Stormer Renick & Dai LLP

December 1, 2023

Page 3

Cc:

Via certified mail

THE WALT DISNEY COMPANY
500 South Buena Vista Street
Burbank, CA 91521

WALT DISNEY PARKS AND RESORTS, US INC.
500 South Buena Vista Street
Burbank, CA 91521

David C. Marcus
WILMER CUTLER PICKERING
HALE AND DORR LLP
350 South Grand Avenue, Suite 2100
Los Angeles, California 90071

Alan E. Schoenfeld
Ryan Chabot
WILMER CUTLER PICKERING
HALE AND DORR LLP
7 World Trade Center
250 Greenwich Street
New York, NY 10007

Attorneys for Disney Defendants

SODEXO, INC.
P.O. Box 352
Buffalo, NY 14240

SODEXOMAGIC, LLC
P.O. Box 352
Buffalo, NY 14240

Carolyn E. Sieve
CONSTANGY, BROOKS, SMITH & PROPHETE, LLP
Plaza Tower
600 Anton Blvd., 11th Floor
Costa Mesa, CA 92626

Attorneys for Sodexo Defendants

From: [DIR PAGA Unit](#)
To: [Maria Stroud](#)
Subject: Thank you for your Amended PAGA Claim Notice Submission.
Date: Friday, December 1, 2023 1:36:30 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

12/01/2023 01:35:58 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim Notice

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

This email has been scanned for spam & viruses. If you believe this email should have been stopped by our filters, click the following link to report it (<https://portal.mailanyone.net/index.html#/outer/reportspam?token=dXNlcj1tc3Ryb3VlOGhhZlJlbnRlGszdG9ybWVvLmN5bTl0czhsNzA+NDY2NTg0O3VlaWQ9NjU2OTUsRDg1QjY1MjhDM0U4MEVFNzZEMjQxQUZDOU07dG9hZW49MGI4YjcyODc0YmY2ZTY2NWQ2MzcwODlwYzA4MjZjczMDYzZDk0ODs%3D>).

1 Randy Renick [S.B. #179652]
Cornelia Dai [S.B. #207435]
2 HADSELL STORMER RENICK & DAI LLP
128 North Fair Oaks Avenue, Suite 204
3 Pasadena, California 91103-3645
Telephone: (626) 585-9600
4 Facsimile: (626) 577-7079
Email: rrr@hadsellstormer.com
5 Email: cdai@hadsellstormer.com

6 Richard G. McCracken [S.B. #62058]
Sarah Grossman-Swenson [S.B. #259792]
7 McCRACKEN, STEMERMAN & HOLSBERRY, LLP
475 14th Street, Suite 1200
8 Oakland, CA 94612
9 Telephone: (415) 597-7200
Facsimile: (415) 597-7201
10

11 Attorneys for Plaintiffs
12

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF ORANGE**
15

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

PROOF OF SERVICE

16 KATHLEEN GRACE, THOMAS BRAY,
17 REGINA DELGADO, ALICIA GRIJALVA,
18 JAVIER TERRAZAS, and all others similarly
situated,

19 Plaintiffs,
20

21 v.
22

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

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PROOF OF SERVICE

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the action; my business address is 128 N. Fair Oaks Avenue, Pasadena, California 91103.

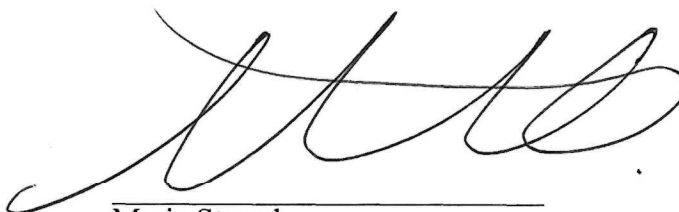
On December 1, 2023, I served the foregoing document described as: **AMENDED PAGA CLAIM NOTICE SUBMISSION**

XX **BY ELECTRONIC SUBMISSION:**

XX I submitted said document(s) electronically via the State of California Labor and Workforce Development Agency/Department of Industrial Relations website and instructions for the Private Attorneys General Act (PAGA) - Filing portal, located at <https://dir.govfa.net/315>.

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

Executed on December 1, 2023, at Pasadena, California.



Maria Stroud
Declarant

Declaration of Randy Renick
EXHIBIT D

1 Randy Renick [S.B. #179652]
Cornelia Dai [S.B. #207435]
2 HADSELL STORMER RENICK & DAI LLP
128 North Fair Oaks Avenue, Suite 204
3 Pasadena, California 91103-3645
Telephone: (626) 585-9600
4 Facsimile: (626) 577-7079
Email: rrr@hadsellstormer.com
5 Email: cdai@hadsellstormer.com

6 Richard G. McCracken [S.B. #62058]
Sarah Grossman-Swenson [S.B. #259792]
7 McCRACKEN, STEMERMAN & HOLSBERRY, LLP
475 14th Street, Suite 1200
8 Oakland, CA 94612
9 Telephone: (415) 597-7200
Facsimile: (415) 597-7201
10

11 Attorneys for Plaintiffs
12

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF ORANGE**
15

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

16 KATHLEEN GRACE, THOMAS BRAY,
17 REGINA DELGADO, ALICIA GRIJALVA,
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21 v.
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23 THE WALT DISNEY COMPANY, WALT
DISNEY PARKS AND RESORTS, US INC.,
24 SODEXO, INC., SODEXOMAGIC, LLC and
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PROOF OF SERVICE

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PROOF OF SERVICE

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the action; my business address is 128 N. Fair Oaks Avenue, Pasadena, California 91103.


On March 27, 2025, I served the foregoing document described as: **CLASS ACTION SETTLEMENT AGREEMENT**

XX **BY ELECTRONIC SUBMISSION:**

XX I submitted said document(s) electronically via the State of California Labor and Workforce Development Agency/Department of Industrial Relations website and instructions for the Private Attorneys General Act (PAGA) - Filing portal, located at <https://dir.govfa.net/315>.

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

Executed on March 27, 2025, at Pasadena, California.



Maria Stroud
Declarant

From: [DIR PAGA Unit](#)
To: [Maria Stroud](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Thursday, March 27, 2025 11:42:53 AM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

03/27/2025 11:42:07 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

This email has been scanned for spam & viruses. If you believe this email should have been stopped by our filters, click the following link to report it (<https://portal.mailanyone.net/index.html#/outer/reportspam?token=dXNlkj1tc3Ryb3VlOGhhZHNlbGxzZdG9ybWVYLmNybT0ycz0xNzQzMTAwOTY4Q3VlYWQ9NjpfNTIDMjcwN0VBMTUyNERDRUM4RTcwNzRGMDBGNgQ7dG9rZW49NTdiMDI0NgEzMjc5SN2VMTMzMzMzA4MjFMTA4ZDRlOGZmMGNiMzEINTs%3D>).

Declaration of Randy Renick

EXHIBIT E



Class
Action
Administration

CONFIDENTIAL
VIA EMAIL

March 10, 2025

TO: Randy Renick
Hadsell Stormer Renick & Dai LLP
rr@hskrr.com

RE: *Grace, et al. v. The Walt Disney Company, et al.*
Case No. 30-2019-01116850-CU-OE-CXC (Superior Court of California, County of Orange)
Revised Response to Request for Proposal (Ref. #3045)

Dear Randy:

A.B. Data, Ltd. ("A.B. Data") is pleased to provide this revised comprehensive proposal for notice and distribution administration and related services for the above-referenced matter (the "Action").

IMPORTANT CONSIDERATIONS

- ❑ A.B. Data's Class Action Administration Company specializes in administering data breach/privacy, antitrust, consumer, employment, civil rights, insurance, environmental, wage and hour, securities, ERISA, and other class action cases. Over the last 15 years, A.B. Data has performed notice and claims administration for hundreds of class action cases involving billions of dollars in total settlements, including some of the largest and most complex government and class action settlements in history.
- ❑ Should A.B. Data be selected for this administration, we will ensure that members of our executive team, including Justin Parks, Vice President, are closely involved with the day-to-day operations and will oversee the entire administration process. Justin bring over 17 years of industry and related project experience.
- ❑ As shown in our appended cost estimate, A.B. Data will provide a 54% discount on all professional fees.

OUR UNDERSTANDING OF AND ASSUMPTIONS REGARDING THIS CASE

Following is a description of our understanding of and assumptions regarding this case used in preparing our proposal and cost estimate.

- ❑ Pursuant to your instructions, we understand there are approximately 547 Class Members and that the parties will provide A.B. Data with a database containing the last known mailing addresses and phone numbers for all Class Members.
- ❑ A.B. Data will prepare, print, and mail the long-form notice ("Notice Packet"), in English and Spanish, to all identified Class Members with a valid mailing address.
- ❑ Before we mail any Notice Packets, we will run the addresses of all known intended recipients through the United States Postal Service ("USPS") National Change of Address ("NCOA") database.
- ❑ Notice Packets that are returned undeliverable as addressed ("UAA") with forwarding addresses provided by USPS will be processed, updated in a case-specific database, and re-mailed. For Notice Packets returned UAA by USPS without any forwarding addresses, we will attempt to obtain updated addresses for the addressees concerned using proprietary database resources to which we subscribe and, in instances when updated addresses are found, re-mail the Notice Packets.
- ❑ A.B. Data will perform translation of all forms of direct notice.
- ❑ A.B. Data will establish a dynamic case-specific website where potential Class Members and others can obtain information and timelines about the Action, view relevant Court documents, verify and dispute employment data, verify tax ID status, and update contact information and/or their preferred method of receiving payment.
- ❑ A.B. Data will host a telephone contact center with both Interactive Voice Response ("IVR") technology and live operators (English and Spanish) to provide telephone support for this administration and to address questions from and otherwise provide information to potential Class Members and others regarding the Action.
- ❑ A.B. Data will process all correspondence received, including opt-out requests, and report to the parties regarding such requests, as necessary.
- ❑ A.B. Data will perform fund and tax administration services, including (1) setup and administration of a qualified settlement fund ("QSF"); (2) determination of individual monetary amounts to be sent to Class Members in accord with the agreement; (3) preparation and sending of checks to eligible Class Members; (4) preparation and sending of applicable tax documents to Class Members; and (5) preparation, calculation, reporting and filing of all necessary tax documents and returns for individuals and the QSF.
- ❑ A.B. Data suggests performing upfront validation of tax IDs. The various forms of notice should direct Class Members to visit the site to verify their tax ID status or complete the substitute W9 form (*only if required to do so*).

- ❑ A.B. Data will prepare all required affidavits/declarations and reports regarding its notice and distribution efforts in this matter.

DATA SECURITY AND CERTIFICATIONS

A.B. Data is committed to protecting the confidentiality, integrity, and availability of personal identifying information and other information that it collects from its clients, investors, and class members and requires that its employees, subcontractors, consultants, service providers, and other persons and entities it retains to assist in distributions do the same. A.B. Data has developed an Information Security Policy, a suite of policies and procedures intended to cover all information security issues and bases for A.B. Data, and all of its divisions, departments, employees, vendors, and clients. A.B. Data has also recently taken the necessary, affirmative steps toward compliance with the EU's General Data Protection Regulation.

A.B. Data has a number of high-profile clients, including the SEC, the United States Department of Justice, other agencies of the United States government, and the Government of Israel, as well as direct banking and payment services companies with some of the most recognized brands in United States financial services and some of the largest credit card issuers in the world. We are therefore frequently subjected to physical, logical, data, and information systems security reviews and audits. We have been compliant with our clients' security standards and have also been determined to be compliant with ISO/IEC 27001/2 and Payment Card Industry (PCI) data security standards, the Gramm-Leach-Bliley (GLB) Act of 1999, the National Association of Insurance Commissioners (NAIC) Regulations, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and the Health Information Technology for Economic and Clinical Health Act (HITECH).

BASIC COST ESTIMATE ASSUMPTIONS AND TIMELINESS

Our cost estimate is based upon assumptions reflecting our best current knowledge of the case and is in effect for six months following the date of this proposal. If this cost estimate is not accepted within six months, this estimate may change.

A.B. DATA'S DIVERSITY POLICY

A.B. Data is dedicated to providing a good working environment for our most valued asset, our employees. We look for people who are committed to responding to customer needs and using a teamwork approach to solve problems. We value people who have a desire to work hard in a friendly, mutually beneficial environment.

A.B. Data is an Equal Employment Opportunity Employer

A.B. Data, Ltd. provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state, or local laws.

This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

It is the responsibility of everyone employed at A.B. Data to help create a welcoming workplace for all employees.

IN CLOSING

Please contact us if you have any questions regarding our proposal, cost estimate, or services. Thank you for your time and consideration. We look forward to assisting you with this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "Justin Parks", with a large, stylized initial "J" and "P".

Justin Parks
Vice President
justin.parks@abdata.com
414-312-1491 (direct)

cc: Thomas R. Glenn, President
Eric Schachter, Senior Vice President

Notice and Fund Distribution Administration Estimate

Case: *Grace, et al. v. The Walt Disney Company, et al.*
RFP Number: 3045
Date: January 23, 2025

Key Assumptions

| | | |
|-------------------------------------|------|-----------|
| Class Size: | | 547 |
| Direct Notice Format: | | Long-form |
| <u>Notification</u> | | |
| Estimated Notices Mailed: | 100% | 547 |
| Undeliverable Mailed Notices: | 10% | 55 |
| <u>Contact Center</u> | | |
| Telephone Calls: | | 50 |
| Estimated Calls to Live Operators: | 50% | 25 |
| <u>Forms Processing</u> | | |
| Opt Outs Received: | | 10 |
| Disputes Received: | | 50 |
| <u>Fund Distribution</u> | | |
| Total Payments Issued by A.B. Data: | | 537 |
| Paper Checks Issued: | 100% | 537 |

Cost Summary

| ADMINISTRATION PHASE | ESTIMATED COST |
|--|-----------------|
| Direct Notice | \$2,450 |
| Forms Processing | \$1,400 |
| Contact Center | \$6,570 |
| Fund Distribution | \$2,722 |
| Project Management and Reporting | \$16,275 |
| Postage and Other Expenses | \$2,146 |
| Courtesy Discount on Professional Fees | -\$12,563 |
| TOTAL ESTIMATED COST | \$18,999 |
| | |
| TOTAL PROJECT COST "NOT TO EXCEED" | \$19,000 |

Detailed Estimate - Professional Fees

| | Quantity | Rate (\$) | Estimated Cost (\$) |
|--|----------|-----------|---------------------|
| <u>Notification</u> | | | |
| Project/Database Setup (<i>one-time fee</i>) | 1 | 1,500 | 1,500 |
| Notice Translation to Spanish (<i>one-time fee</i>) | 1 | 900 | 900 |
| Receipt and Processing of Undeliverable Mail | 55 | 2.75 | 150 |
| Remailing to Updated Addresses | 44 | 4.25 | 186 |
| <u>Contact Center Support</u> | | | |
| Website Setup and Design (<i>one-time fee</i>) | 1 | 2,000 | 2,000 |
| Toll-Free Telephone Line Setup (<i>one-time fee</i>) | 1 | 1,250 | 1,250 |
| <u>Forms Processing</u> | | | |
| Opt Out and Correspondence Processing (<i>hourly</i>) | 10 | 75 | 750 |
| Dispute Review and Adjudication (<i>hourly blended rate</i>) | 4 | 125 | 500 |
| <u>Fund Distribution</u> | | | |
| Plan-of-Allocation Programming and Testing (<i>hourly</i>) | 4 | 200 | 800 |
| Receipt and Processing of Undeliverable Checks | 54 | 3.75 | 203 |
| Reissuance of Checks to Updated Addresses | 46 | 5.00 | 230 |
| <u>Project Management and Reporting (blended rates)</u> | | | |
| Project Management | 40 | 185 | 7,400 |
| System Support | 15 | 195 | 2,925 |
| Quality Assurance | 10 | 170 | 1,700 |
| Staff | 25 | 110 | 2,750 |
| Subtotal Professional Fees | | | \$ 23,244 |
| Courtesy Discount on Professional Fees | | | \$ (12,563) |
| Subtotal Professional Fees | | | \$ 10,681 |

Detailed Estimate - Project Expenses

| | Quantity | Rate (\$) | Estimated Cost (\$) |
|---|----------|-----------|---------------------|
| <u>Notification</u> | | | |
| Printing and Mailing of Long-Form Notice in English & Spanish | 547 | 2.00 | 1,094 |
| Advanced Address Updates | 109 | 1.10 | 120 |
| <u>Contact Center Support</u> | | | |
| Interactive Voice Response (IVR) (<i>per minute</i>) | 175 | 0.50 | 88 |
| 800 Number Charges (<i>per minute</i>) | 350 | 0.15 | 53 |
| CSRs/Live Operators (<i>per hour</i>) | 10 | 75 | 750 |
| IVR and Line Maintenance (<i>monthly</i>) | 6 | 205 | 1,230 |
| Dynamic Website Maintenance/Hosting (<i>monthly</i>) | 6 | 200 | 1,200 |
| <u>Claims Processing</u> | | | |
| Dispute/Deceased Notifications | 50 | 1.50 | 75 |
| Document Imaging (<i>pages</i>) | 300 | 0.25 | 75 |
| <u>Fund and Tax Administration</u> | | | |
| QSF & Individual Income Tax Reporting (<i>per year</i>) | 1 | 1,500 | 1,500 |
| Printing and Mailing of Checks & Tax Forms | 537 | 2.56 | 1,372 |
| Check-Processing Fee (<i>per check</i>) | 583 | 0.20 | 117 |
| <u>Misc. Expenses</u> | | | |
| Postage: Notice, Checks, and Other Correspondence | 1,174 | 0.55 | 646 |
| Shipping, data storage, etc. | | | As Incurred |
| Subtotal Project Expenses | | | \$ 8,318 |
| TOTAL ESTIMATED COST | | | \$ 18,999 |

TERMS AND CONDITIONS

All services to be provided to Hadsell Stormer Renick & Dai LLP (the "Client") by A.B. Data, Ltd. and its affiliates ("A.B. Data") are subject to the following Terms and Conditions:

- SERVICES.** A.B. Data agrees to provide the Client with the administrative services set forth in the Proposal attached hereto (the "Services").
- FEES.** As compensation for the Services to be rendered hereunder, the Client agrees to pay (or make arrangements to pay) A.B. Data all fees detailed in the Proposal. The fees quoted in the Proposal (and any fees quoted in any subsequent proposal(s) for additional services) are estimates, based on information provided to A.B. Data by the Client, and no representation is made by A.B. Data that the fees estimated in the Proposal or any subsequent proposal(s) for additional services, shall equal the actual fees charged by A.B. Data to the Client, which fees (including individual line items) may be greater or less than estimated. In the event additional services are requested on an hourly basis and such additional services are not specifically detailed in the Proposal, A.B. Data will prepare estimates that will be subject to approval by the Client. In the performance of such additional services, the following standard hourly fees shall apply:

| Category | Hourly Fee |
|---------------------------------|------------|
| Executive Management | \$450 |
| Senior Project Management | \$225 |
| System Support | \$185 |
| Project Management | \$175 |
| Quality Assurance Analyst | \$160 |
| Staff | \$105 |
| Claims Processing/Live Operator | \$55 |

- EXPENSES.** The Client agrees to reimburse A.B. Data for all out-of-pocket expenses reasonably incurred by A.B. Data in connection with the performance of the Services rendered hereunder. The out-of-pocket expenses may include, but are not limited to, postage, media production or publication, banking fees, brokerage fees, costs of messenger and delivery service, travel, filing fees, office supplies, meals, staff overtime expenses, and other similar costs and expenses. Unless otherwise agreed to in writing, the fees for print notice and certain expenses such as media publication and postage must be paid immediately upon invoicing and, in certain cases, at least ten (10) days in advance of those expenses being incurred.
- INVOICES.** Except as provided in Section 3, A.B. Data shall present invoices for its fees and expenses on a monthly basis, and the Client agrees to pay or make arrangements to pay each invoice within 30 days of receipt of each such invoice. A.B. Data reserves the right, upon notice to the Client, to withhold services and reports to be provided hereunder if any invoice remains unpaid more than 120 days after the due date, and such failure to provide services and reports in such instances shall not be a default hereunder. Payment not received within ninety (90) days of date billed may result in an additional service charge of 1.5% per month. A.B. Data reserves the right to reasonably increase its prices, charges and rates annually. If any price increases exceed 10%, A.B. Data will give thirty (30) days notice to the Client.
- DURATION.** With the exception of the data storage responsibilities set forth in Section 13, these Terms and Conditions shall remain in full force and effect until 30 days after the conclusion of the Services outlined in the Proposal. These Terms and Conditions shall be extended for such additional period of time thereafter as the parties may mutually agree upon in writing.
- TERMINATION.** The Services may be terminated by either party upon thirty (30) days written notice to the other party or immediately upon written notice for Cause as defined herein. The term Cause as defined herein means (i) gross negligence or willful misconduct of A.B. Data that causes serious and material harm to the Client; (ii) failure of Client to pay A.B. Data invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where A.B. Data reasonably believes it will not be paid. Termination of Services shall in no event relieve the Client of its obligation to make payments due and payable to A.B. Data for services rendered prior to termination.
- INDEPENDENT CONTRACTOR.** It is understood and agreed that A.B. Data shall perform services hereunder as an independent contractor. Neither A.B. Data nor any of its employees shall be deemed an employee of the Client. Neither A.B. Data nor any of its employees shall be entitled to any benefits provided by the Client to its employees, and the Client will make no deductions from any of the payments due to A.B. Data hereunder for state or federal tax purposes. A.B. Data shall be responsible for any and all taxes and other payments due on payments received herein from the Client.
- WARRANTY.** A.B. Data warrants that the Services outlined in the Proposal will be performed in accordance with standards generally adhered to by others performing similar professional services. It is acknowledged that the Services entail the likelihood of some human and machine errors, omissions, delays, and losses that may give rise to damage; however, A.B. Data shall not be liable on account of such errors, omissions, delays, or losses unless caused by its gross negligence or willful misconduct. If A.B. Data breaches such warranty, the Client's sole remedy is limited to A.B. Data's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of A.B. Data's gross negligent or willful misconduct hereunder.
- LIMITATION OF LIABILITY.** Under no circumstances will A.B. Data be liable to the Client for any special, consequential, or incidental damages incurred by the Client relating to the performance of Services hereunder, regardless of whether the Client's claim is for breach of warranty or contract, tort (including negligence), strict liability, or otherwise. In no event shall A.B. Data's liability to the Client for any claims, losses, costs, fines, penalties, or damages, including court costs and reasonable attorney's fees (collectively "Losses"), whether direct or indirect, arising out of or in connection with or related to these Terms and

Conditions, exceed the total amount billed or billable to the Client for the portion of the particular service(s) that gave rise to the Losses.

- INDEMNIFICATION.** The Client shall indemnify and hold harmless A.B. Data from any and all losses, suits, actions, judgments, fines, costs, liabilities, or claims of any kind or nature that may be incurred by A.B. Data in connection with any action, claim, or proceeding or threatened action, claim, or proceeding, whether or not resulting in any liability (collectively "Indemnified Claims") to which A.B. Data may become subject or which may be incurred or assessed against A.B. Data relating to or arising out of the performance of Services hereunder provided, however, that the Client shall not be liable to A.B. Data in any such case to the extent that any such Indemnified Claim is caused by A.B. Data's breach of these Terms and Conditions or the willful misconduct or gross negligence of A.B. Data in the performance of Services hereunder. This provision shall survive termination of Services.
- CONFIDENTIALITY.** Both A.B. Data and the Client, on behalf of themselves and their respective employees, agents, professionals, and representatives, agree to keep confidential all non-public records, documents, systems, procedures, processes, software and other information received in connection with performance of the Services. All material marked or otherwise identified in writing as confidential or proprietary, as well as certain information identifiable from the circumstances surrounding the disclosure to be confidential or proprietary, shall be held in confidence and shall not be disclosed, provided, disseminated, or otherwise made available to any third party other than for the purpose of fulfilling a party's obligations herein. The Client and A.B. Data agree and acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding or otherwise to comply with a requirement under the law, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or waive compliance with the relevant provisions of these Terms and Conditions. If the Client seeks a protective order or other remedy, A.B. Data, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these Terms and Conditions, A.B. Data will disclose only that portion of the material that it determines it is required to disclose. This provision shall survive termination of Services.
- OWNERSHIP.** The parties understand that all rights in the programs, system data, and/or materials utilized or furnished by A.B. Data to the Client in the ordinary course of the performance of Services hereunder are the sole property of A.B. Data. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by A.B. Data.
- RETURN OF CLIENT PROPERTY.** Upon conclusion of the administration and in the absence of court-ordered retention instructions, A.B. Data will provide the Client with notice that upon the Client's written request, A.B. Data will destroy and/or return all property and material constituting confidential information within 90 days or store it for a period of one year at a monthly charge of \$1.50 per storage box for paper documents and \$0.01 per image for three (3) years to compensate A.B. Data for its electronic and hard-copy storage costs. A.B. Data shall not be responsible for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data furnished by the Client or its representatives unless A.B. Data has expressly agreed in writing to assume such responsibility.
- ENTIRE AGREEMENT.** The terms of these Terms and Conditions, together with the Proposal attached hereto, constitute the entire agreement and understanding of the parties and supersede and replace any existing agreement (whether oral or written) entered into by A.B. Data and the Client relating generally to the subject matter hereof and may be modified only in a writing signed by A.B. Data and the Client. The paragraph headings contained herein are included only for convenience, do not in any manner modify or limit any provisions of these Terms and Conditions, and may not be used in the interpretation of these Terms and Conditions.
- NOTICE.** Any notice or other communication required or permitted herein shall be in writing and shall be delivered personally or sent by U.S. Mail, postage prepaid, or overnight courier. Any such notice shall be deemed given when so delivered personally or if mailed, five (5) days after the date of deposit in the U.S. Mail or if sent by overnight courier, one business day after delivery to such courier. Notice shall be provided to a responsible officer or principal of the Client or A.B. Data, as the case may be.
- FORCE MAJEURE.** A.B. Data shall not be liable for any loss or damage of any nature whatsoever incurred as the result of any failure or delays in performance hereunder due to any cause or circumstances beyond its reasonable control including, without limitation, strikes, lockouts, or other labor disputes; fires; floods; acts of God or a public enemy; riots; civil disorders; insurrections; war or war conditions; or interference by civil or military authorities. The time for performance hereunder shall be extended for a period equal to the duration of such disabling cause and a reasonable time thereafter.
- GOVERNING LAW.** These Terms and Conditions shall be governed by and construed in accordance with the laws of the state of New York (without giving effect to any choice of law or conflict of laws provisions).
- SEVERABILITY.** All clauses and covenants contained in these Terms and Conditions are severable and in the event any clause or covenant herein shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- NONWAIVER.** No provision of these Terms and Conditions shall be deemed waived by reason of one party failing to enforce the provision on one or more occasions.

Rev. 9/7/22