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**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 SARAH  
GROSSMAN-SWENSON IN SUPPORT  
OF PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Judge: Hon. William D. Claster

Dept.: CX101

Action Filed: December 6, 2019

1                                   **DECLARATION OF SARAH GROSSMAN-SWENSON**

2 I, Sarah Grossman-Swenson, hereby declare:

3           1.       I am a partner at McCracken, Stemerman & Holsberry, LLP (“MSH”). I am a member  
4 of the California Bar, and I am counsel for the Plaintiff Kathleen Grace in the above-captioned case, as  
5 well as counsel for the certified Plaintiff Class (“Plaintiffs”). I offer this declaration in support of  
6 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

7           2.       The proposed Class Action Settlement Agreement with Sodexo, Inc. and SodexoMagic,  
8 LLC (“Sodexo”) that is the subject of the Motion for Preliminary Approval is attached as **Exhibit 1** to  
9 this declaration. The proposed Class Notice is attached as **Exhibit A to Exhibit 1**. Plaintiffs’ proposed  
10 opt-out form is attached as **Exhibit 2**.

11           3.       MSH (which was named Davis, Cowell & Bowe, LLP prior to 2017) has substantial  
12 experience litigating class actions as class counsel and lead counsel, is fully familiar with the legal and  
13 factual issues in this case, and has maintained the necessary skill and expertise to serve as counsel to the  
14 Class in this matter. MSH has been lead counsel and co-counsel in numerous class actions, representing  
15 unions, workers, consumers, and employee benefit trusts. It has successfully handled employment,  
16 antitrust, and consumer class actions. Richard McCracken and I have served as class counsel in a number  
17 of cases. A true and correct copy of the firm’s resume, along with individual resumes for select attorneys,  
18 are attached hereto as **Exhibit 3**.

19           4.       My colleague Richard McCracken currently serves as senior counsel to MSH. He was  
20 previously a partner at MSH for over forty years, and is going into his fiftieth year of practicing law.  
21 He was largely responsible for drafting the complaint, and conceiving of the primary legal theories in  
22 this case. He briefed and argued Plaintiffs’ opposition to the demurrer filed by Defendants The Walt  
23 Disney Company and Walt Disney Parks and Resorts US, Inc. (“Disney”), which Sodexo joined, as well  
24 as Plaintiffs’ opposition to Disney’s summary judgment motion, which Sodexo joined, and Plaintiffs’  
25 appeal. He also briefed the opposition to Defendants’ petition for review. On information and belief,  
26 Mr. McCracken graduated Phi Beta Kappa from University of California, Berkeley, in 1971, and  
27 received a Doctor of Jurisprudence from the University of California, Berkeley School of Law in 1974.

1 He is a well-known expert in union-side labor and employment law, and has been named a Super  
2 Lawyer by *Northern California SuperLawyers* in every year since 2009. He is a past member of the  
3 Board of Directors of the AFL-CIO sponsored Union Lawyers Alliance (known as the Lawyers  
4 Coordinating Committee prior to 2020), and a member of the ABA Section of Labor and Employment  
5 Law. He conceived of the theory and litigated *Livadas v. Bradshaw* (1994) 512 U.S. 107, resulting in a  
6 unanimous U.S. Supreme Court decision reinstating an injunction issued by United States District Judge  
7 Thelton Henderson against the California Labor Commissioner's policy not to enforce the California  
8 Labor Code on behalf of employees covered by collective bargaining agreements with arbitration  
9 provisions. The Court reversed the Ninth Circuit Court of Appeals, which had held that the Labor  
10 Commissioner's policy was not preempted by federal labor law. He briefed and argued *Hotel*  
11 *Employees and Restaurant Employees International Union v. Davis* (1999) 21 Cal.4th 585. He argued  
12 *Garcia v. Four Points Sheraton* (2010) 188 Cal.App.4th 364, which resulted in a decision upholding  
13 Los Angeles Municipal Code Sections 184.00 *et seq.* against a challenge on multiple theories of state  
14 and federal preemption and constitutional law, reversing the trial court. He, along with other attorneys  
15 from MSH, also successfully defended the Los Angeles Citywide Hotel Worker Minimum Wage  
16 Ordinance, Los Angeles Municipal Code Chapter XVIII, Article 6, Section 186.00 *et seq.*, against  
17 federal preemption and constitutional challenges in *American Hotel & Lodging Association v. City of*  
18 *Los Angeles* (C.D. Cal. 2015) 119 F.Supp.3d 1177, *aff'd.* (9th Cir. 2016) 834 F.3d 958. He represented  
19 nonexempt employees of the Flying Foods Group in *Martinez et al. v. Flying Food Group Pacific, Inc.*,  
20 Case No. BC553539, a class action based on a local living wage ordinance, and successfully settled the  
21 class action on February 8, 2018.

22 5. At MSH, I have served as trial and appellate counsel for employees, unions, and  
23 employee benefit funds in a variety of court cases and in private arbitrations. I have been appointed as  
24 class counsel in California state court wage-and-hour and overtime litigation in *Espino et al. v. Sky*  
25 *Chefs, Inc.*, Los Angeles Superior Court Case No. 19STCV44265, where plaintiffs obtained court  
26 approval of a class action wage and hour settlement involving a local living wage ordinance. I also  
27 served as class counsel in *UFCW & Employers Benefit Trust v. Sutter Health* (2015) 241 Cal.App.4th  
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1 909, S.F. Superior Court Case No. CGC-14-538451, an antitrust class action litigated with California  
2 Attorney General’s Office which settled on the eve of trial for \$575 million and a 10-year injunction. I  
3 was heavily involved in numerous aspects of the *Sutter* litigation—which spanned more than seven  
4 years—including motions, discovery, trial preparation, negotiation of the settlement, and approval of  
5 the settlement.

6 6. I have served as trial and appellate counsel in a variety of other cases, including *Ralphs*  
7 *Grocery v. UFCW 8* (2012) 55 Cal.4th 1083 (where I worked on appellate legal research and briefing,  
8 obtaining a reversal by the California Supreme Court of two Courts of Appeals’ rulings invalidating  
9 state labor statutes and denial of certiorari by the U.S. Supreme Court); *City of Oakland v. Oakland*  
10 *Police & Fire Retirement System* (2014) 224 Cal.App.4th 210 & (2018) 29 Cal.App.5th 688 (where I  
11 worked on legal research and briefing in trial and appellate courts, resulting in reversals for our clients  
12 of two trial court decisions); *Gruma Corp. v. United Food & Commercial Workers Union, Local 99* (9th  
13 Cir. 2012) 472 Fed. Appx. 644 (briefed and argued appeal, which confirmed and enforced my client’s  
14 arbitration award). Additionally, I have worked on other class action employment cases including *Ellis*  
15 *v. Costco Wholesale Corporation* (N.D. Cal. 2007) 240 F.R.D. 627, (9th Cir. 2011) 657 F.3d 970, Case  
16 No. C04-3341 EMC (N.D. Cal. May 27, 2014) (resulting in a court-approved class action settlement)  
17 and *Dukes v. Wal-Mart Stores, Inc.* (N.D. Cal. 2015), Case No. 3:01-CV-02252-CRB, 2015 WL  
18 3623481 (resulting in a confidential settlement).

19 7. *Northern California Super Lawyers* has selected me as a “Super Lawyer” from 2020 to  
20 the present, and as a “Rising Star” in each year from 2013 to 2018. I received a California Lawyer  
21 Attorney of the Year (CLAY) Award from the Daily Journal in 2022, and a 2022 Outstanding Antitrust  
22 Litigation Achievement in Private Law Practice from the American Antitrust Institute.

23 8. I was admitted to practice in California in 2008 after graduating earlier that year from  
24 University of California at Berkeley, School of Law. In law school, I received American Jurisprudence  
25 Awards in Torts and in American Indian Law, and I was Co-Editor-in-Chief of the *Berkeley Journal of*  
26 *Employment and Labor Law*. In January 2009, I joined MSH, where I practiced as an associate until I  
27 was promoted to partner in 2016. Prior to law school, I worked for three-and-a-half years for a nonprofit  
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1 research and advocacy organization focused on public policies impacting low-income children and  
2 families. I am a 2001 graduate of Stanford University, where I received an A.B. degree in History and  
3 was a President's Scholar.

4 9. I coordinated work in this case with my co-counsel from Hadsell Stormer Renick & Dai  
5 LLP, to conduct work efficiently and not duplicate efforts while obtaining the best possible results for  
6 Plaintiffs and the putative Settlement Class. Working closely with MSH senior counsel Richard  
7 McCracken, I have been the MSH partner responsible for managing our work on this case since Mr.  
8 McCracken transitioned to senior counsel. I have worked with Mr. McCracken on litigation strategy,  
9 discovery, assisting with briefing Plaintiffs' opposition to Defendants' demurrer and summary judgment  
10 motion, coordinating Plaintiffs' class certification motion and reply brief, and assisting with briefing on  
11 Plaintiffs' appeal and Plaintiffs' opposition to Disney's request for review in the California Supreme  
12 Court. I was the MSH attorney responsible for Plaintiffs' mediation briefing and Plaintiffs' opposition  
13 to Sodexo's motion for summary adjudication on damages issues. I was preparing to argue Plaintiffs'  
14 opposition to Sodexo's summary adjudication motion when the Parties reached a settlement.

15 10. Additionally, I was the MSH attorney responsible for managing Plaintiffs' work with its  
16 economic expert on damages and penalties, participating in the Parties' mediation with mediator Steve  
17 Pearl on July 17, 2024, and participating in subsequent settlement negotiations. The settlement was the  
18 result of arm's-length bargaining and vigorous negotiations. The Parties ultimately accepted a  
19 settlement proposal from Mediator Pearl on November 1, 2024, and engaged in extensive negotiations  
20 regarding settlement terms. The Parties reached an agreement on final settlement agreement language  
21 on March 24, 2025.

22 11. I worked extensively on Plaintiffs' discovery regarding damages. Plaintiffs obtained  
23 thousands of lines of payroll data from Sodexo, which were required to compute the backpay owed to  
24 the Class.

25 12. I worked with co-counsel to retain Econ One Research, Inc. ("Econ One") to assist  
26 Plaintiffs' Counsel with computing damages and penalties owed to the Plaintiff Class. I worked closely  
27 with Plaintiffs' experts, including Phillip Johnson, Ph.D., of Econ One, on the damages and penalties  
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owed to the Class.

13. The Parties thoroughly researched and prepared opening and reply mediation briefs on damages and penalties, including Plaintiffs' expert report on remedies, which we exchanged in advance of the mediation with Mediator Pearl. Through the mediation briefing, we had extensive knowledge about the strengths and weaknesses of various legal arguments and factual issues in this case pertaining to damages and remedies.

14. Based on my experience and my involvement in analyzing the factual information and legal arguments made in this case, I believe in good faith that the settlement is fair, reasonable, and adequate. In assessing the value of all of the claims, I have considered Defendants' defenses to penalties, the chances of prevailing on penalties, applicable case law, the circumstances of the case, and potential risks and delays.

15. The settlement provides for recovery of 100% of the wages, service charges, retirement contributions, and 10% interest on all of those damages, which Plaintiffs' expert calculated to be owed by Defendants. Plaintiffs' allocation method allocates wages, service charges, retirement contributions and interest according to the expert report completed by Econ One, so that each individual who was underpaid will receive 100% of monies owed to them, with 10% interest calculated through July 2025.

16. The settlement additionally provides for statutory penalties. To allocate the share of total statutory penalties available for distribution (\$114,783) to wage statement penalties and waiting time penalties, I allocated the percentage of penalties consistent with the respective percentages of total potential statutory penalties shown in Johnson Decl., Exh. 1, Table 4. I calculated those percentages and numbers using excel:

	<b>Maximum Disney Statutory Penalties (Johnson Report, Table 4)</b>	<b>Percentage of Total</b>	<b>Total Amount for Distribution by Penalty Sub-Category</b>
<b><u>Statutory Penalties</u></b>	(a)	(b)	For sub-categories: (c) = \$114,783 x (b)
Waiting Time Penalties	\$54,817	23.81101%	\$27,331
Wage Statement	\$175,400	76.18899%	\$87,452
<b>Total</b>	<b>\$230,217</b>	<b>100.000%</b>	<b>\$114,783</b>

17. Similarly, to allocate the share of total PAGA penalties available for distribution to PAGA aggrieved employees (\$43,750), I allocated the percentage of penalties consistent with the respective percentages of total potential statutory penalties shown in Johnson Decl., Exh. 1, Table 5, from January 1, 2019 to present. I calculated those percentages and numbers using excel:

	Maximum Sodexo PAGA Penalties (Johnson Report, Table 5)	Percentage of Total	Total Amount for Distribution by PAGA Penalty Sub-Category
<u>PAGA Penalties</u>	(a)	(b)	For sub-categories: (c) = \$43,750 x (b)
Wage Statement	\$2,142,400	81.772553%	\$35,775
Overtime	\$398,050	15.193038%	\$6,647
Waiting Time	\$79,500	3.034409%	\$1,328
<b>Total</b>	<b>\$2,619,950</b>	<b>100%</b>	<b>\$43,750</b>

18. I requested additional information from Econ One as to recoveries per Class member under the Settlement Agreement. These calculations are based on the actual hours worked, amounts paid, and amounts owed to each individual Class member. According to Econ One calculations, the average total recovery per class member for all 547 Class members, including all categories of backpay, interest, and penalties, is \$2,398. The smallest total recovery is less than \$1 and the largest total recovery is \$17,800. For the 544 Class members with back wage claims, the average wage claim with interest is \$2,116.

19. I have reviewed the docket in this case, and there are no related cases identified in the docket. I have conferred with Sodexo counsel and reviewed other information reasonably available related to litigation against Sodexo, and I am only aware of the following cases, listed below, involving Sodexo in which Class members in this case may also be class members or PAGA aggrieved individuals in another case involving Sodexo:

- a. *Cesar Velez Cerna v. SDH Services West LLC*, Los Angeles Superior Court Case No. 24STCV00321 (filed January 5, 2024) (PAGA only);
- b. *Brianna Taylor and Luis Garcia v. SodexoMagic, LLC et al.*, Los Angeles Superior Court Case No. 24STCV34737 (filed December 31, 2024) (PAGA only);
- c. *Brianna Taylor and Luis Garcia v. SodexoMagic, LLC et al.*, Los Angeles Superior

1 Court Case No. 24STCV23503 (filed September 11, 2024) (class action).

2 20. On information and belief, these cases do not involve allegations of violations of the  
3 Anaheim Living Wage Ordinance, and were filed after Sodexo began complying with the Anaheim  
4 Living Wage Ordinance. While these other cases do appear to seek penalties for alleged wage statement  
5 and waiting time violations, they are based on distinct factual theories unrelated to the Living Wage  
6 Ordinance violation at issue in this case. Accordingly, on information and belief, the effect of this  
7 settlement on any other actions, if any, will be limited.

8 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
9 true and correct. Executed on this 27th day of March, 2025, at San Francisco, California.

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11 Sarah Grossman-Swenson  
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## Exhibit 1

## **CLASS ACTION SETTLEMENT AGREEMENT**

This Agreement (“Agreement,” “Settlement,” or “Settlement Agreement”) is entered into by and among (1) Plaintiff Kathleen Grace (“Class Representative”) on behalf of herself and the “Settlement Class” (defined below)” and (3) Defendants Sodexo, Inc. and SodexoMagic, LLC (collectively, “Sodexo”). The Class Representative and the Settlement Class are collectively referred to as the Plaintiff Class unless otherwise noted. Plaintiff and Sodexo 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, the Class Representative and Disney Plaintiffs (“Plaintiffs”) filed a wage-and-hour class action against The Walt Disney Company and Walt Disney Parks and Resorts U.S., Inc. (collectively, “Disney”) and Sodexo (Disney and Sodexo collectively, “Defendants”) in the Superior Court of California in the County of Orange.<sup>1</sup>

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, including failure to make payment within the required time for employees who stopped working for Defendants within the class period under Labor Code § 203; failure to pay the minimum overtime rate under Labor Code §§ 510, 1194 and 1198; and unfair business practices under Business and Professions Code § 17200. Plaintiffs brought

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<sup>1</sup> Four other plaintiffs were also named in the complaint but were employees of Disney, not Sodexo, so they are not Class Representatives nor members of the Settlement Class and so are not parties to this Agreement. Three of the four original Disney Plaintiffs were named as Class Representatives and the fourth plaintiff remained a member of the Plaintiff Class but was not named a Class Representative.

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 Defendants on all causes of action, holding that Defendants were 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 Defendants are subject to the Anaheim minimum wage ordinance.

E. Disney petitioned the California Supreme Court for review, and Sodexo joined; 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. Counsel on behalf of the Plaintiff Class and Sodexo participated in a full-day mediation before Mediator Steve Pearl on July 17, 2024. On November 1, 2024, pursuant to a mediator’s proposal from Mr. Pearl, the Plaintiff Class and Sodexo reached an agreement in principle to settle this Action in its entirety as to the claims against Sodexo on behalf of the Sodexo Settlement Class.

J. Sodexo has concluded that it is desirable and beneficial that the Action be fully and finally settled and terminated as to the claims against Sodexo 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 Sodexo or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

K. The Class Representative 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, the Class Representative and Class Counsel

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 the Parties, by and through their undersigned counsel that, subject to approval of the Court, and 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 et al. v. The Walt Disney Company et al.*, 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 Representative”** means the following named Plaintiff in this Action: Kathleen Grace.

**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 “Sodexo”** means Sodexo, Inc. and SodexoMagic, LLC.

**1.6 “Defense Counsel”** means Constangy, Brooks, Smith & Prophete, LLP.

**1.7 “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 Sodexo into the Escrow Account in accordance with Section 2.2 below. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

**1.8 “Effective Date”** means one business day following the later of: (a) sixty-five (65) days after the date upon which the Court grants Final Approval of the Settlement; (b) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the fee award or service awards, 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 (c) 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.

**1.9 “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 6.4 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) sixty-five (65) days after the date upon which the Court grants Final Approval to the Settlement; (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 Representative.

**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 total payment issued to a Settlement Class Member based on the Plan of Distribution, comprised of the Individual Wage Allocation and Individual PAGA Allocation.

**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 claim; Labor Code claims, including 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(b) 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(b).

**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, or to submit a dispute to the Administrator regarding Class Member's estimated allocation, 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 the deadline for objections to the Settlement.

**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 "Plaintiff Class"** means Class Representative Kathleen Grace and the Settlement Class.

**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. Plaintiff shall propose a Plan of Distribution with the motion for Preliminary Approval for review and approval by the Court. The Plan of Distribution will be based on the Settlement Class Members' hours worked and wages received. Interest and penalties will be allocated pro rata based on the amounts owed as wages.

**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 Plaintiff and submitted to the Court with Plaintiff’s 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, 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 & 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 Sodexo, Inc. and SodexoMagic, LLC, 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 The Walt Disney Company or Walt Disney Parks and Resorts U.S., Inc. Each of the Released Parties is a “Released Party.”

**1.28 “Releasing Parties”** means Class Representative Kathleen Grace 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 Kathleen Grace for her service as the Class Representative.

**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 Plaintiff 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 Sodexo 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 Sodexo, Inc. or any of its subsidiaries, parents, and affiliated entities, including but not limited to SodexoMagic, LLC and who worked in Disney theme parks and hotels in Anaheim, California on or after January 1, 2019, 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 order on the motion for preliminary approval.”. 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; and (2) 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.

**1.34 “Settlement Fund”** means the non-reversionary fund that shall be established by or on behalf of Sodexo in the total amount of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000.00 USD) to be deposited into the Escrow Account, in accordance with Section 2.2 below. 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 Award to the Class Representative, the Fee Award to Class Counsel, and any other costs, fees, or expenses approved by the Court. The Parties agree that one hundred seventy-five thousand dollars (\$175,000.00) 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 Distribution (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 Award to the Class Representative 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 Sodexo's monetary obligations under this Agreement, whether to Plaintiff, Settlement Class Members, Class Counsel, the LWDA, the Settlement Administrator, or otherwise, except for Sodexo's share of payroll taxes. In no event shall Sodexo's total monetary obligation with respect to this Agreement exceed one million seven hundred thousand fifty dollars (\$1,750,000.00 USD), plus Sodexo's Share of Payroll Taxes (defined below). In no event shall the Settlement Fund or any portion thereof revert to Sodexo.

**1.35 "Taxes and Withholdings"** means all withholdings from the Individual Wage Allocation required by law plus all federal, state, and local employment payroll taxes (including FICA, FUTA and SDI) due in regard to the Individual Wage Allocation, whether owed by a Class Member or by Sodexo, consistent with section 11.4 below. Sodexo shall provide the Administrator with an additional amount sufficient to cover Sodexo's Share of Taxes and Withholdings arising from the Individual Wage Allocation to be paid to Settlement Class Members ("**Sodexo's Share of Payroll Taxes**"), as computed by the Administrator, subject to Sodexo's verification. The Administrator shall provide Sodexo all tax calculations for Sodexo's Share of Payroll Taxes (including but not limited to, FICA, FUTA and SDI contributions) and total sum due, subject to Sodexo's verification. It shall be the responsibility of the Administrator or its designee to timely and properly withhold all applicable Withholdings and Taxes from Settlement Class Members based on their Individual Wage Allocation and to prepare and deliver the necessary tax documentation for signature by all necessary parties and, thereafter, to pay the Withholdings and Taxes to the appropriate authorities, and to file all necessary information and

other tax returns. Payments to Settlement Class Members, Plaintiff, 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, Plaintiff, Class Counsel, and all applicable governmental entities as required by law, and also to Sodexo. All Withholdings and Taxes deposited with the applicable governmental entities in accordance with this Agreement, other than Sodexo's Share of Withholdings and Taxes arising from the Individual Wage Allocation, shall be part of, and paid out of, the Individual Wage Allocation to each Settlement Class Member.

**1.36 "Unknown Claims"** means claims that could have been raised in the Action and that the Class Representative does not know or suspect to exist, which, if known by her, might affect her agreement to release the Released Parties or the Released Claims or might affect her decision to agree to the Settlement. The Class Representative acknowledges that she may discover facts in addition to or different from those facts that she now knows or believes to be true with respect to the subject matter of this release, but that it is her intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims that she may have, as that term is defined in this Paragraph. Upon the Effective Date, the Class Representative 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 Representative 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. Plaintiff and Sodexo will review this estimate before Class Counsel moves the Court for Preliminary Approval, and no party will unreasonably withhold its approval of that estimate.

**2.2 Settlement Fund.** Sodexo shall pay the Settlement Fund and Sodexo's Share of Payroll Taxes within five (5) business days of the later of the following: (1) the Effective Date or (2) the date that Sodexo receives notice from the Settlement Administrator confirming the Settlement Amount, Sodexo's Share of Payroll Taxes, and wiring instructions. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Settlement Fund. In no event shall Sodexo be required to pay more than the amount of the Settlement Fund (\$1,750,000.00) and Sodexo's Share of Payroll Taxes. In the event that the Settlement is set aside, vacated, or otherwise modified after Final Approval, the Settlement Fund and Sodexo's Share of Payroll Taxes, including all interest accrued thereon, as applicable, shall revert immediately to Sodexo.

**2.3 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.

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

**2.3.2** The Settlement Administrator will send emails to Settlement Class Members whose email addresses 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.

**2.3.3** 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 Settlement Administrator will provide notice to Class Counsel of any

uncashed checks, and the Settlement 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.

**2.3.4** 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.

**2.4 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 Sodexo 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 Representative, 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 release 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 fifteen (15) days from the date the Court grants preliminary approval of this Settlement, Sodexo shall produce an electronic list from its records that includes the internal personnel number as previously provided, names, social security numbers, and last-known postal addresses, email addresses if available, and termination date(s) if any, 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 thirty (30) 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.* No later than fourteen (14) days following the issuance of Email Notice to Settlement Class Members as described in Paragraph 4.1(b), 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 identified on the Class List 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 the date that Sodexo provides the Class List to the Settlement Administrator, 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 also provide Class Members with the right to challenge their estimated allocations. 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) contain 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 Allocations and are required to give up their right to assert Released PAGA 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 to the Settlement Class Member a letter, or an email if 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 to object, and to inform the Settlement Administrator of that decision within 10 days from when the letter from the Settlement Administrator is postmarked. If the Settlement Class Member does not respond to that communication by letter postmarked 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, and 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 Wage Allocation portion of their 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, Plaintiff, 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, Plaintiff, Class Counsel, and all applicable governmental entities as required by law, and also to Sodexo. All Taxes and Withholdings deposited with the applicable governmental entities in accordance with this Agreement, other than Sodexo's Share of Payroll Taxes arising from the Individual Wage Allocation portion of the Settlement Payments, shall be part of, and paid out of, the Individual Wage Allocation paid 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** Sodexo, 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 Sodexo's 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. Sodexo, 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, except for Sodexo's Share of Payroll Taxes.

## **7. TERMINATION OF SETTLEMENT.**

**7.1** Subject to Paragraphs 10.2-10.3 below, Sodexo or the Class Representative 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, Sodexo 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 Award 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 Exhibit 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; (iii) appointment of Class Counsel, the Class Representative, 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 the exhibit 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 Sodexo.

**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 the exhibit 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 Representative 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 Plaintiff 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 Representative 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 Sodexo, 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 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. Sodexo agrees that Class Counsel is entitled to a Fee Award. Class Counsel has agreed, with no consideration from Sodexo, to limit their request for a Fee Award to no more than twenty-five percent (25%) 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** 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 Representative shall request to be paid a Service Award in the amount of no more than twenty thousand dollars (\$20,000) from the Settlement Fund, in addition to any recovery pursuant to this Settlement Agreement and in recognition of her efforts on behalf of the Settlement Class, subject to Court approval. Within five (5) days of the date that the Settlement Fund is deposited into the Escrow Account (see Section 2.2 above), the funds paid into the Escrow Account as the Service Award shall be released from the Escrow Account and distributed in the form of a check to the Class Representative that is sent care of Class Counsel. If the Court chooses, in its sole discretion, to make an award to the Class Representative 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 Representative 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 Representative agrees that any federal, state, municipal, or other taxes, contributions, or withholdings that may be owed or payable by her, or any tax liens that may be imposed, on any sums paid to her pursuant to this Paragraph are her 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 occurs, 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 Award 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 Sodexo 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 Plaintiff, 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 Plaintiff or defended by Sodexo, 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** For purposes of determining and/or calculating applicable taxes, seven hundred ninety-seven thousand four hundred seventy-five dollars (\$797,475.00) of the Settlement Fund shall be issued to Settlement Class Members and treated as wages, reported on Form W-2s. Sodexo shall pay the employer's share of payroll taxes on these wages. The remaining balance of the Settlement Fund, nine hundred fifty-two thousand five hundred twenty-five dollars (\$952,525.00), plus interest if any, earned while in the Escrow Account, shall be used for everything else, including without limitation, the following: (1) the PAGA Allocation (one hundred seventy-five thousand dollars (\$175,000.00) (see Section 1.34 above)); (2) the portion of the Settlement Fund issued to Settlement Class Members for non-wages (such as interest and penalties) that are not in the PAGA Allocation, (3) the Service Award to the Class Representative (not to exceed twenty thousand dollars (\$20,000) (see Section 9.3 above); (4) the Fee Award to Class Counsel (not to exceed 25% of the Settlement Fund), plus unreimbursed costs (see Section 9.1 above); and (5) the Settlement Administration Expenses (see Section 1.30 above). The PAGA Allocation; the portion of the Settlement Fund issued to Settlement Class Members for non-wages that are not in the PAGA Allocation; the non-wages Service Award; the Fee Award, plus unreimbursed costs; and the Settlement Administration Expenses will be reported on Form 1099s. The Class Representative 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 Plaintiff, 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. Sodexo, 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 Sodexo's 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 Plaintiff, 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 Plaintiff, 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 Plaintiff's

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 Representative, 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.

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

**11.9** 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.

**11.10** This Agreement and its Exhibit 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 Exhibit 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.

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

**11.12** Class Representative represents and warrants that she has not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that she is fully entitled to release the same.

**11.13** Each counsel or other Person executing this Settlement Agreement, its Exhibit, 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.

**11.14** 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.

**11.15** 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.

**11.16** 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.

**11.17** 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.

**11.18** 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.

**11.19** 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 Carolyn Sieve at Constangy, Brooks, Smith & Prophete, LLP.

**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 Sodexo.

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

**[SIGNATURES ON FOLLOWING PAGES]**



**IT IS SO AGREED TO BY THE PARTIES:**

Dated: 25/03/25

**KATHLEEN GRACE**

By: *Kathleen Grace*  
Kathleen Grace (Mar 25, 2025 08:10 PDT)

*Kathleen Grace, individually and as representative  
of the Class*

Dated: \_\_\_\_\_

**SODEXO, INC.**

By: \_\_\_\_\_

Name:

Title:

Dated: \_\_\_\_\_

**SODEXOMAGIC, LLC**

By: \_\_\_\_\_

Name:

Title:

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

Dated: 25/03/25

**HADSELL STORMER RENICK & DAI LLP**

By: *Randy Renick*  
Randy Renick (Mar 25, 2025 11:45 PDT)

**MCCRACKEN, STEMERMAN & HOLSBERY, LLP**

By: *Sarah Grossman Swenson*

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

**APPROVED AS TO FORM BY COUNSEL FOR SODEXO:**

Dated: \_\_\_\_\_

**CONSTANGY, BROOKS, SMITH & PROPHETE, LLP**

By: \_\_\_\_\_

**IT IS SO AGREED TO BY THE PARTIES:**

Dated: \_\_\_\_\_

**KATHLEEN GRACE**

By: \_\_\_\_\_

*Kathleen Grace, individually and as representative  
of the Class*

Dated: 3/27/25

**SODEXO, INC.**

By:  \_\_\_\_\_

Name: David Bailey

Title: CEO Corporate Services and Energy & Resources U.S.

Dated: 3/27/25

**SODEXOMAGIC, LLC**

By:  \_\_\_\_\_

Name: David Bailey

Title: CEO Corporate Services and Energy & Resources U.S.

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

Dated: \_\_\_\_\_

**HADSELL STORMER RENICK & DAI LLP**

By: \_\_\_\_\_

**MCCRACKEN, STEMERMAN & HOLSBERY, LLP**

By: \_\_\_\_\_

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

**APPROVED AS TO FORM BY COUNSEL FOR SODEXO:**

Dated: 3/27/25

**CONSTANGY, BROOKS, SMITH & PROPHETE, LLP**

By:  \_\_\_\_\_

**NOTICE OF CLASS ACTION SETTLEMENT**  
**EXHIBIT A**

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

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

**NOTICE OF CLASS ACTION SETTLEMENT**

**If you have worked for Sodexo at Disney theme parks and hotels in Anaheim, California, at any time from January 1, 2019, to the present, your rights may be affected by a class action lawsuit.**

**WHY SHOULD YOU READ THIS NOTICE?**

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

This Settlement does not cover employees of Defendants The Walt Disney Company and Walt Disney Parks and Resorts U.S., Inc. (“Disney”). Those individuals are part of a separate settlement and will receive a separate settlement notice.

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

**WHO IS AFFECTED BY THIS PROPOSED SETTLEMENT?**

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

All nonexempt current and former individuals employed by Sodexo, Inc. or any of its subsidiaries, parents, and affiliated entities, including but not limited to SodexoMagic, LLC, and who worked in Disney theme parks and hotels in Anaheim, California on or after January 1, 2019, 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 date of the order on the Preliminary Approval Motion].

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

**HOW MUCH IS MY SHARE OF THE SETTLEMENT?**

Your share of the Settlement before the deduction for taxes and other withholdings is currently estimated to be: [ ]. This amount is a total of your estimated share of each of the categories identified in the Plan of Distribution explained below. Your share is based on data obtained from Sodexo’s records, which indicate the following:

Amount of Wages Owed:	
Interest Owed on Wages:	

Number of weeks worked from January 1, 2019, to November 24, 2023:	
Number of weeks worked with allegedly inaccurate wage statements (January 1, 2019 to November 24, 2023):	
Number of Weeks worked with alleged underpaid overtime (January 1, 2019 to November 24, 2023):	
End Date of Employment, if any:	
Statutory Penalties:	
PAGA Penalties:	

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## A. BACKGROUND

### **WHAT IS THIS CASE ABOUT?**

This case involves claims that Defendants Disney and Sodexo failed to pay hourly workers the minimum hourly rate required by the Anaheim Living Wage Ordinance (“LWO”), Anaheim Municipal Code, Chapter 6.99, since January 1, 2019. The Court has now held that Disney, and Sodexo as a contractor of Disney, is subject to the LWO.

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

The LWO requires certain Anaheim employers to pay their employees at least \$15/hour from January 1, 2019, to December 31, 2019; at least \$16/hour from January 1, 2020, to December 31, 2020; at least \$17/hour from January 1, 2021, to December 31, 2021; at least \$18/hour from January 1, 2022, to December 31, 2022; at least \$19.40/hour from January 1, 2023, to December 31, 2023; at least \$19.90/hour from January 1, 2024, to December 31, 2024; and at least \$20.42/hour from January 1, 2025, to December 31, 2025.

Plaintiffs allege that Sodexo was required to pay all of their nonexempt employees in Anaheim at least the minimum hourly rate prescribed by the LWO. Plaintiffs allege that since January 1, 2019, Sodexo failed to pay some of their employees at least the hourly rate required by the LWO. In addition, Plaintiffs allege that, as a result of the alleged failure to pay some employees at least the hourly rate provided by the LWO, Sodexo also failed to pay some former employees all wages owed upon the end of their employment, in violation of California Labor Code § 203; failed to pay overtime wages in violation of California Labor Code §§ 510, 1194 and 1198; engaged in unfair business practices in violation of California Business & Professions Code § 17200 et seq.; are liable for wage statement penalties under Labor Code § 226; and are liable for civil penalties under California’s Private Attorneys General Act, Labor Code § 2698 et seq.

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## B. SETTLEMENT TERMS

### **WHAT IS INCLUDED IN THE SETTLEMENT AMOUNT?**

Subject to final court approval, Sodexo will pay a total of \$1,750,000 (the “Settlement Amount”). The Settlement Amount includes the following: payment to the Class Members; payment to the California Labor and Workforce Development Agency (“LWDA”); service awards to the Class Representatives; Class Counsel’s fees and costs; and costs for administering the Settlement.

## **WHAT IS THE NET SETTLEMENT AMOUNT?**

The portion of the Settlement Amount available for distribution to Class Members (the “Net Settlement Amount”) is calculated by deducting from the Settlement Amount:

- Payment to the California Labor and Workforce Development Agency (“LWDA”) for PAGA penalties (\$131,250) as required by law;
- Service Award to the Class Representative in the amount of up to \$20,000, subject to Court approval;
- Class Counsel fees of 15% (\$262,500) of the Settlement Amount, subject to Court approval;
- Costs of up to \$7,500, subject to Court approval; and
- Costs of administering the Settlement, estimated to be no greater than \$19,000, subject to Court approval.

If the Court approves the amounts stated above, the Net Settlement Amount is anticipated to be \$1,309,750. This Net Settlement Amount will be paid to Class Members, to be allocated in the following manner:

- 60.9% of the Net Settlement (\$797,475) for the wage claims;
- 27.0% of the Net Settlement Amount (\$353,742) for interest on the unpaid wages;
- 8.76% of the Net Settlement Amount (\$114,783) for claimed statutory penalties for alleged waiting time and alleged wage statement claims; and
- 3.3% of the Net Settlement Amount (\$43,750) for alleged PAGA penalties which will be distributed among all PAGA Members, comprised of all eligible Class Members including those who opt out of the Class, for claimed penalties on alleged wage statement, overtime, and waiting time claims.

## **WHAT CLAIMS ARE BEING RELEASED BY THE PROPOSED SETTLEMENT?**

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

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

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

Released Claims include “PAGA Released Claims,” which means claims made or which could have been made for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, et seq., based on the facts pled in this Action, from January 1, 2019, through the Preliminary Approval Order entered in this case including, but not limited to, the alleged: (1) failure to pay the minimum wage or service charges required by Anaheim Municipal Code Title 6, Ch. 6.99; (2) waiting time penalties / failure to timely pay all wages due at separation (Labor Code §§ 201, 202, 203); (3) violation of the Unfair

Competition Law (Business & Professions Code § 17200, et seq.); (4) failure to pay overtime wages (Labor Code §§ 510, 553, 558, 1194, 1198); (5) failure to provide accurate itemized wage statements (Labor Code § 226); and (6) violation of the Private Attorney General Act, Labor Code § 2698 et seq. PAGA Released Claims shall not include the right of any Settlement Class Member or any of the Releasing Parties to enforce the terms of this Settlement Agreement. Settlement Class Members cannot opt out of the release of their PAGA claims in this Action.

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

Plaintiffs will seek an award of attorneys’ fees up to 15% (\$262,500) of the \$1,750,000 Settlement Amount, as well as the reimbursement of costs of up to approximately \$7,500. Because there are two firms serving as Class Counsel in this Case, the firms will allocate any recovery of attorneys’ fees and costs between them based on work on the case, rates based on attorney experience, and costs and risk incurred by the firms.

In addition, Class Counsel will ask the Court to authorize one Service Award of up to \$20,000 for the Class Representative, in addition to the Individual Settlement Award she will receive as a Class Member, for her services in representing the Class in the Class Action.

Class Counsel estimates the cost of administering the Settlement, including but not limited to giving notice to the Class, calculating the Individual Settlement Awards, and making the payments authorized under the Settlement, will be up to \$19,000. Class Counsel will ask the Court to authorize those costs to be paid to the Settlement Administrator.

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

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## **C. DISTRIBUTION OF SETTLEMENT**

### **WHAT IS THE PLAN OF DISTRIBUTION?**

The Plan of Distribution is as follows:

#### **Statutory Damages and Statutory Penalty Claims:**

Each Class Member who does not opt out of the Settlement will receive their share of the following amounts, which are anticipated but are subject to Court approval:

- **\$1,151,217 allocated to Claims for Wages and Interest.** Each Class Member will receive the full amount of wages that Plaintiffs allege Sodexo failed to pay each Class Member during the Class Period. The amounts have been calculated using Sodexo’s records, including payroll and timekeeping data for the Class Period. In addition, each Class Member’s allocation includes a calculation of 10% annual interest from the time of the alleged underpayment through July 1, 2025. Your estimated share of these claims is [insert amount].
- **\$87,452 allocated to Statutory Penalties for Alleged Wage Statement Claims.** Each Class Member will receive a pro rata share of this allocation, calculated based on the number of Work Weeks with an alleged underpayment of wage during the Class Period (“Work Weeks”). This is calculated by dividing the individual Class Member’s Work Weeks with an alleged underpayment by the total Work Weeks for the Class with an alleged underpayment and multiplying the allocation by that number. Your estimated share on this claim is [insert amount].
- **\$27,331 allocated to Statutory Penalties for Alleged Waiting Time Claims:** Each Class Member whose employment ended between July 14, 2023, and [Date of Preliminary Approval Order] will receive a per capita share of this allocation. This is calculated by dividing the allocation by the number of Class Members whose employment with Sodexo ended during this time, which is approximately

[insert updated #; current estimate is 17] Class Members. Your estimated share on this claim is [insert amount].

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

In addition, each Class Member, including those who opt out, may be an “aggrieved employee” with representative action claims under PAGA (“PAGA Member”). There are [557] PAGA Members in this Case. Each PAGA Member will receive a portion of the allocation to the PAGA Claims as follows:

- **\$35,775 allocated to PAGA Claim. for Alleged Wage Statement Violations.** Each PAGA Member will receive a pro rata share of this allocation, which is based on the individual’s number of Work Weeks with an alleged underpayment of wages during the PAGA Claims Period, which is the same as the Class Period. This is calculated by dividing the individual’s total Work Weeks with an alleged underpayment by the total Work Weeks with an alleged underpayment for all the PAGA Members and multiplying the allocation by that number. Your estimated share on this claim is [insert amount].
- **\$6,647 allocated to PAGA Claim for Alleged Overtime Violations.** Each PAGA Member will receive their pro rata share of the allocation based on the individual’s Work Weeks with allegedly underpaid overtime during the PAGA Claims Period. This is calculated by dividing the individual’s Work Weeks with allegedly underpaid overtime by the total Work Weeks with allegedly underpaid overtime for all the PAGA Members and multiplying the allocation by that number. Your estimated share on this claim is [insert amount].
- **\$1,328 allocated to PAGA Claim for Alleged Waiting Time Penalty Violations.** Each PAGA Member whose employment with Sodexo ended during the PAGA Claims Period will receive a per capita share of this allocation. This is calculated by dividing the allocation by the number of PAGA Members whose employment with Sodexo ended during the PAGA Claims Period. Your estimated share on this claim is [insert amount].

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## **D. YOUR OPTIONS**

### **WHAT ARE MY OPTIONS IN THIS MATTER?**

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

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:</b>	
<b>OPTION (A): DO NOTHING</b>	<b>Stay in this lawsuit. Receive your payment. Give up certain rights.</b> By doing nothing, you will receive the [allocation] indicated at the top of this Notice if approved by the Court and will be bound by any judgment in this case. But you give up any rights to sue Sodexo separately about the Released Claims.
<b>OPTION (B): DISPUTE YOUR ALLOCATION</b>	<b>Stay in this lawsuit. Challenge your payment.</b> If you DO NOT agree with the [allocation] indicated at the top of this Notice, but you DO wish to participate in the Settlement, you must do the following: Complete and send a letter by United States or electronic mail entitled “Notice of Dispute” to the Settlement Administrator at the address/email



	<p>listed below or through the Settlement Administrator’s website ([web address]) explaining why you dispute the total, together with any supporting written documentation. Such documentation may consist of official records, pay stubs, weekly schedules, or personal logs.</p> <p>To be considered, the Notice of Dispute and supporting written documentation must be postmarked no later than [60 days from mailing of the Notice]. The Settlement Administrator will make a final and binding determination regarding any disputes by [75 days from mailing of the Notice]. The Settlement Administrator will inform you by email of the final determination in writing. If the Settlement receives the Court’s final approval, your settlement check will be sent to you by United States mail at the address on this Notice.</p>
<b>OPTION (C): EXCLUDE YOURSELF</b>	<p><b>Get out of this lawsuit. Get no benefits from it. Keep your rights.</b></p> <p>If you already have your own lawsuit against Sodexo for failure to pay at least the hourly rate provided by the LWO, or for the other claims set forth above, or otherwise DO NOT want to be part of the Settlement, you must submit a signed written request to be excluded from the Settlement entitled “Exclusion Request Form” stating that you want to be excluded from the <i>Grace et al. v. The Walt Disney Company et al.</i> lawsuit. Be sure to include your name, address, and telephone number and to sign and date the letter. You must mail and postmark your Exclusion Request Form by [60 days from mailing of the Notice]. You may also ask to be excluded by completing and submitting the Form electronically by [60 days from mailing of the Notice]. The Form can be found here: [Insert Link to Form].</p> <p>If you do not timely submit an executed Exclusion Request Form, your Exclusion Request Form will be rejected, you will be deemed a Class Member, and you will be bound by all Settlement terms, including but not limited to the release of the Released Claims.</p> <p>If you timely submit an executed Exclusion Request Form, you will have no further role in the Class Action, and for all purposes, you will be regarded as if you never were either a party to the Action or a Class Member, and thus you will not be entitled to any benefit as a result of the Class Action and will not be entitled to or permitted to assert an objection to the Settlement.</p> <p>By law, you are not permitted to opt out of the Released PAGA Claims and you will be paid your pro rata share of the amount of the settlement allocated to PAGA.</p>

### **Who is the Settlement Administrator?**

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

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

### **CAN I OBJECT TO THE SETTLEMENT?**

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

All written objections and supporting papers must:

- (a) Identify the case name and number (Grace et al. v. The Walt Disney Company et al. Case No. 30-2019-01116850-CU-OE-CXC) and your name, address and telephone number;
- (b) Be submitted to the Settlement Administrator;
- (c) Be postmarked on or before **[60 days After Notice is Mailed]**;
- (d) Explain your grounds for the objection, including all citations to legal authority and evidence supporting the objection;
- (e) Include the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of the objections; and
- (f) Include a statement indicating whether you intend to appear at the Final Approval Hearing, either personally or through your attorneys.

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

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

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

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

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## **E. PAYMENT OF YOUR SHARE OF SETTLEMENT**

**HOW WILL I RECEIVE MY PAYMENT?** Each Class Member who does not timely request to opt out of and be excluded from the Settlement ("Participating Class Member") will receive his or her share of the Net Settlement Amount based on the Plan of Distribution. You should receive your payment within 60 days of the Effective Date of the Settlement Agreement. The Effective Date will occur after the Court grants Final Approval of the Settlement and enters Judgment. The Settlement Agreement will only become effective if approved by the Court.

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

Participating Settlement Class Members may elect to receive any Settlement Payment due to them via electronic payment on the Class Member Portal [Insert Website Address] using your email address and your personal PIN: [Insert Individualized PIN for Each Member].

In the event Participating Settlement Class Members do not exercise this option to receive their Settlement Payment via electronic payment, they will receive their Settlement Payment via a physical check by U.S. Mail at the following address: [Insert class member's address].

If you have moved or changed your email or phone, **please provide a current, valid U.S. Mailing address, email address and/or mobile phone number** on the Class Member Portal [Insert Website Address] using your email address and your personal PIN: [Insert Individualized PIN for Each Member].

If the U.S. mailing address, email address or mobile phone number on file becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive a payment. You will be mailed a check at your last known mailing address unless you update your mailing address or exercise an option to receive your Settlement Payment via electronic payment.

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

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

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**F. FINAL APPROVAL OF SETTLEMENT BY COURT**

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

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

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

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

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**G. THE LAWYERS REPRESENTING THE PARTIES**

**WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?**

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

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

**The attorneys for Sodexo Defendants are:**

Carolyn E. Sieve Constangy, Brooks, Smith & Prophete, LLP 23046 Avenida de la Carlota, Suite 600 Laguna Hills, CA 92653 Phone: (949) 743-3979
---

## H. GETTING MORE INFORMATION

### **HOW CAN I GET ADDITIONAL INFORMATION?**

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

The Class Action Settlement Agreement and Plaintiffs' Motion for Attorneys' Fees and Reimbursement of Costs will be available for review by [14 days prior to opt-out objection deadline] at [website address].

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

If you would like to review this information in another language, you may submit a request for a translated Notice at [website address].

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

## Exhibit 2

*Kathleen Grace, Regina Delgado, Alicia Grijalva, and Javier Terrazas  
v. The Walt Disney Company, Walt Disney Parks and Resorts U.S., Inc.,  
Sodexo, Inc., and SodexoMagic, LLC*

Superior Court of California, County of Orange  
Case No. 30-2019-01116850-CU-OE-CXC

(IN RE: SODEXO DEFENDANTS)

**EXCLUSION REQUEST FORM**

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

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

Printed Name of Class Member: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

## Exhibit 3

**California**

475 14<sup>th</sup> Street, Suite 1200  
Oakland, CA 94612  
415.597.7200  
Fax 415.597.7201

John J. Davis, Jr. (CA)  
Kristin L. Martin (CA, NV, HI)  
Eric B. Myers (CA, NV)  
Paul L. More (CA, NV, MA)  
Sarah Varela (CA, NV, AZ)  
Sarah Grossman-Swenson (CA, NV)  
Kimberly Hancock (CA)  
Kimberley C. Weber (CA, NV)  
Sun M. Chang (CA)  
Luke Dowling (CA, NV)  
Emily Jo Coady (CA)  
Alexander S. Whistler (CA)  
Estee L. Ward (NY)

*Senior Counsel*

Steven L. Stemerman (CA, NV)  
Richard G. McCracken (CA, NV)  
W. David Holsberry (CA, NV)

**Nevada**

1630 S. Commerce St., Suite A-1  
Las Vegas, NV 89102  
702.386.5107  
Fax 702.386.9848

**McCracken, Stemerman & Holsberry, LLP**

(formerly Davis, Cowell & Bowe, LLP), founded in San Francisco in the 1930s, combines a union-side labor law practice with expertise in civil liberties and constitutional law to serve a diverse array of clients. Over the years, MSH has prosecuted a variety of class action lawsuits involving sex and race discrimination, wage and hour law, employee and retiree benefits, and antitrust, shareholder, and other consumer issues. Its lawyers have argued significant cases in the United States Supreme Court, California Supreme Court, and numerous federal and state appellate courts. In recent years, MSH lawyers (1) have received a *Daily Journal* “Top 100 Lawyers” in California award, and California Lawyer of the Year (CLAY Award); (2) have been included in the Top 20 Labor & Employment Settlements in the United States by TopVerdict.com; and (3) have been regularly recognized as “Super Lawyers” and “Rising Stars” in Northern California.

**Representative Cases:**

- *UFCW & Employers Benefit Trust v. Sutter Health*, 241 Cal.App.4th 909 (2015), S.F. Superior Court Case No. CGC-14-538451, class action antitrust case settlement providing for \$575 million to settle class claims, injunctive relief, and 10-year monitorship
- *Espino v. Sky Chefs, Inc.*, Los Angeles Superior Court Case No. 19STCV44265, resulting in court-approved class action settlement involving local living wage ordinance
- *Airline Serv. Providers Ass’n v. Los Angeles World Airports*, 873 F.3d 1074, 1077 (9th Cir. 2017), *cert. denied*, 139 S. Ct. 2740 (2019)
- *Martinez v. Flying Food Group Pacific, Inc.*, Los Angeles Superior Court Case No. BC553539 and BC569325 (Feb. 8, 2018) – resulting in court-approved class action settlement
- *City of Oakland v. Police & Fire Ret. Sys.*, 29 Cal. App. 5th 688 (2018) & 224 Cal.App.4th 210 (2014)



**Representative Cases continued:**

- *Heavenly Hana v. Hotel Union & Hotel Industry of Hawaii Pension Plan*, 891 F.3d 839 (9th Cir. 2018)
- *Am. Hotel & Lodging Ass'n v. City of Los Angeles*, 834 F.3d 958 (9th Cir. 2016)
- *Dukes v. Wal-Mart Stores, Inc.*, Case No. 3:01-CV-02252-CRB, 2015 WL 3623481 (N.D. Cal. June 10, 2015) – resulting in private settlement
- *Ellis v. Costco Wholesale Corporation*, 240 F.R.D. 627 (N.D. Cal. 2007), 657 F.3d 970 (9th Cir. 2011) – resulting in court-approved class action settlement
- *Parra v. Bashas', Inc.*, 536 F.3d 975 (9th Cir. 2008), cert. denied, 129 S.Ct. 1050 (2009) – resulting in court-approved class action settlement
- *Tran v. Natalie Salon*, San Mateo Superior Case No. 508343 (2013) – resulting in court-approved class action settlement
- *Ralphs Grocery v. UFCW 8*, 55 Cal.4th 1083 (2012)
- *Garcia v. Four Points Sheraton LAX*, 188 Cal.App.4th 364 (2010) – resulting in court-approved class action settlement
- *Boucher v. Shaw*, 572 F.3d 1087 (9th Cir. 2009)
- *Closson v. Bank of America*, San Francisco Superior Court Case No. CGC 04436877 (Aug. 3, 2009) – resulting in court-approved class action settlement
- *San Manuel Indian Bingo and Casino v. N.L.R.B.*, 475 F.3d 1306 (D.C. Cir. 2007)
- *Sheet Metal Workers' Intern. Ass'n, Local 15, AFL-CIO v. N.L.R.B.*, 491 F.3d 429 (D.C. Cir. 2007)
- *Hotel Employees and Restaurant Employees Union, Local 57 v. Sage Hospitality Res.*, 390 F.3d 206 (3d Cir. 2004)
- *In re Retirement Cases*, 110 Cal.App.4th 426 (2003)

## McCRACKEN, STEMERMAN & HOLSBERRY, LLP

- *Sahara Gaming Corp. v. Culinary Workers Union, Local 226*, 115 Nev. 212, 139 Lab. Cas. P 58,709, 984 P.2d 164 (1999)
- *Hotel Employees and Restaurant Employees International Union v. Davis*, 21 Cal.4th 585 (1999)
- *Livadas v. Bradshaw*, 512 U.S. 107, 114 S.Ct. 2068 (1994)
- *United Paperworkers International Union v. International Paper*, 985 F.2d 1190 (2nd Cir. 1993)

### **Representative Clients:**

- UNITE HERE International Union
- International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART)
- Culinary Workers Union, Local 226
- Bartenders Union Local 165
- UNITE HERE local unions throughout the United States, including Locals 1 (Chicago), 5 (Hawaii); 8 (Seattle), 23 (various locations), 26 (Boston), 30 (San Diego), 2850 (Oakland), 355 (Miami), 737 (Orlando)
- International Brotherhood of Teamsters
- Teamsters Locals 631 (Las Vegas), 813 (New York City)
- Southern Nevada Building and Construction Trades Council
- United Food & Commercial Workers Union locals: UFCW 8 – Golden State; UFCW Local 99 (Arizona); UFCW 711 (Las Vegas)
- Firefighters Local 55 (Oakland); Clark County Firefighters Local 1908 (Las Vegas); Santa Clara County Firefighters Local 1165; San Ramon Firefighters Local 3546; Vacaville Firefighters Local 3501
- Pipe Trades District Council No. 36
- Plumbers & Steamfitters, Various Local Unions
- Pipe Trades District Council No. 36 Health and Welfare Trust Fund & Pension Fund
- Various Plumbers & Steamfitters Local Health and Welfare Trust Funds & Pension Funds
- Various UFCW Health & Welfare and Pension Trust Funds
- Southern Nevada Culinary & Bartenders Pension Plan
- UNITE HERE Health & Welfare and Pension Trust Funds

**MSH Senior Counsel**

**Richard G. McCracken**

University of California at Berkeley, Bachelor of Arts, 1971

University of California at Berkeley, School of Law, Juris Doctor, 1974

**W. David Holsberry**

University of California, Davis, Bachelor of Arts, *cum laude*, 1972

University of San Francisco, Juris Doctor, 1975

**MSH Partners**

**John J. Davis**

University of Texas at Austin, Bachelor of Arts, 1970

University of California, Hastings College of the Law, Juris Doctor, 1975

**Kimberly Hancock**

University of California, Berkeley, Bachelor of Arts, Phi Beta Kappa, 1988

University of California, Berkeley, School of Law, Juris Doctor, 1999

**Kristin L. Martin**

Yale College, Bachelor of Arts, *magna cum laude*, 1991

Yale Law School, Juris Doctor, 1999

Clerk, The Honorable Harry Pregerson, U.S. Court of Appeals for the Ninth Circuit

**Eric B. Myers**

Haverford College, Bachelor of Arts, 1990

Union Theological Seminary, New York, NY, Master of Arts, 1995

University of Texas at Austin, School of Law, Juris Doctor, 2001

Clerk, The Honorable George P. Kazen, U.S. District Court, Southern District of Texas

**Paul L. More**

Brown University, Bachelor of Arts, *magna cum laude*, Phi Beta Kappa, 1995

University of California, Berkeley, School of Law, Order of the Coif, Juris Doctor, 2003

Clerk, The Honorable James R. Browning, U.S. Court of Appeals for the Ninth Circuit

**MSH Partners, Continued**

**Sarah O. Varela**

Harvard University, Bachelor of Science, with Honors, 1993  
Stanford Law School, Juris Doctor, 2004

**Sarah Grossman-Swenson**

Stanford University, Bachelor of Arts, University President's Scholar, 2001  
University of California, Berkeley, School of Law, Juris Doctor, 2008

**Kimberley C. Weber**

Harvard University, Bachelor of Arts, *cum laude*, 2007  
Pace University, Master of Science, 2009  
University of California, Berkeley, School of Law, Juris Doctor, 2014  
Clerk, The Honorable Robert C. Brack, U.S. District Court, New Mexico

**Sun Chang**

University of California, Los Angeles, Bachelor of Arts in Economics and Business, 1993  
University of California, Hastings College of the Law, Juris Doctor, 1996

**MSH Associates**

**Luke Dowling**

Brown University, Bachelor of Arts, *magna cum laude*, 2014  
Brown University, Master of Arts, 2015  
Harvard Law School, Juris Doctor, 2018

**Emily Jo Coady**

Emory University, Bachelor of Arts, *summa cum laude*, 2017  
Yale Law School, Juris Doctor, 2022

**Alexander Whistler**

Lewis & Clark College, Bachelor of Arts, 2011  
University of California, College of the Law, Juris Doctor, *magna cum laude*, 2024

**Estee Ward**

Brigham Young University, Bachelor of Arts, *magna cum laude*, 2011  
University of Pennsylvania Law School, Juris Doctor, May 2017

**RICHARD G. MCCRACKEN**

**McCracken, Stemerman & Holsberry, LLP**

Partner, 1981-Present

Associate, 1974-1976

**Fillenwarth, Dennerline, Groth & McCracken, Indianapolis, IN**

Partner, 1978-1981

Associate, 1976-78 (then Fillenwarth & Fillenwarth)

**Education:**

University of California, Berkeley, Berkeley, CA

Bachelor of Arts, 1971

University of California, Berkeley, School of Law, Berkeley, CA

Doctor of Jurisprudence, 1974

**Bar Admissions:**

State of California 1974

State of Indiana 1976

State of Nevada 1986

Admitted to various Federal District Courts and Courts of Appeals (Second Circuit, Third Circuit, Sixth Circuit, Seventh Circuit, Ninth Circuit, and D.C. Circuit) and United States Supreme Court

**Honors:**

- Named “Super Lawyer” by Northern California Super Lawyers since 2009

**Areas of Practice:**

- Labor and Employment Law, including union organizing campaigns; Class Action Litigation; Securities Litigation; Living Wage Ordinance Litigation; First Amendment

**Representative Cases and Experience:**

- *Livadas v. Bradshaw*, 512 U.S. 107, 114 S.Ct. 2068 (1994)
- *Hotel Employees and Restaurant Employees International Union v. Davis*, 21 Cal.4th 585 (1999)
- *Airline Serv. Providers Ass’n v. Los Angeles World Airports*, 873 F.3d 1074, 1077 (9th Cir. 2017), *cert. denied*, 139 S. Ct. 2740 (2019)
- *Martinez v. Flying Food Group Pacific, Inc.*, Los Angeles Superior Court Case No. BC553539 and BC569325 (Feb. 8, 2018)

McCRACKEN, STEMERMAN & HOLSBERRY, LLP

- *Am. Hotel & Lodging Ass'n v. City of Los Angeles*, 834 F.3d 958 (9th Cir. 2016)
- *Garcia v. Four Points Sheraton LAX*, 188 Cal.App.4th 364 (2010)
- *San Manuel Indian Bingo and Casino v. N.L.R.B.*, 475 F.3d 1306 (D.C. Cir. 2007)
- *International Brotherhood of Teamsters v. Fleming Companies*, 1999 Okla. 3, 975 P.2d 907 (1999)
- *Sahara Gaming Corp. v. Culinary Workers Union, Local 226*, 115 Nev. 212, 139 Lab. Cas. P 58,709, 984 P.2d 164 (1999)
- *United Paperworkers International Union v. International Paper*, 985 F.2d 1190 (2nd Cir. 1993)
- *Local Joint Executive Board of Las Vegas v. Riverboat Casino*, 817 F.2d 524 (9th Cir. 1987)
- *Local Joint Executive Board of Las Vegas v. Royal Center, Inc.*, 796 F.2d 1159 (9th Cir. 1986)
- *Teamsters Local 135 v. Jefferson Trucking*, 628 F.2d 1023 (7th Cir. 1980)
- *Barany v. Buller*, 670 F.2d 726 (7th Cir. 1980)
- Served as outside General Counsel to UNITE HERE International Union and Sheet Metal, Air, Rail and Transportation Workers International Association

**SARAH GROSSMAN-SWENSON**

**McCracken Stemerma & Holsberry, LLP**

Partner, 2016-Present; Associate, 2009-2015

**Education:**

Stanford University, Stanford, CA

Bachelor of Arts, History, 2001; University President's Scholar

University of California, Berkeley, School of Law, Berkeley, CA

Juris Doctor, 2008

- Jurisprudence Awards in Torts (2006) & Federal Indian Law (2008)
- Co-Editor-in-Chief, *Berkeley Journal of Employment & Labor Law*

**Bar Admissions:**

California, 2008; Nevada, 2010

U.S. Court of Appeals for the Ninth Circuit, 2008

U.S. District Courts: N.D. Cal.; E.D. Cal.; C.D. Cal.; S.D. Cal.; D. Nev.

**Honors:**

- Named a *California Lawyer* Attorneys of the Year ("CLAY Award"), Antitrust, 2022
- Named a "Super Lawyer" (2020-present) and "Rising Star" (2013-2018) by *Northern California Super Lawyers*

**Areas of Practice:**

- Class Actions; Labor & Employment; Health Care Law; Antitrust Litigation; Trademark & Copyright

**Experience and Representative Cases:**

- *UFCW & Employers Benefit Trust v. Sutter Health*, 241 Cal.App.4th 909 (2015), S.F. Superior Court Case No. CGC-14-538451 (appointed class counsel in antitrust class action litigated with California Attorney General's Office which resulted in \$575 million settlement and 10-year monitorship)
- *Espino v. Sky Chefs, Inc.*, Los Angeles Superior Court Case No. 19STCV44265 (class counsel in wage-and-hour class action involving local living wage ordinance; court-approved class action settlement)
- *Local Jt. Exec. Bd. of Las Vegas v. Mirage Casino-Hotel, Inc.*, 911 F.3d 588 (9th Cir. 2018)

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- *City of Oakland v. Police & Fire Ret. Sys.*, 224 Cal.App.4th 210 (2014) & 29 Cal. App. 5th 688 (2018)
- *Heavenly Hana v. Hotel Union & Hotel Industry of Hawaii Pension Plan*, 891 F.3d 839 (9th Cir. 2018)
- *N. Cal. Tile Industry Pension Trust Fund v. Premier Stone and Tile, Inc.*, Case No. 14-cv-03560-WHO, 2016 WL 1182060 (N.D. Cal. 2016)
- *Dukes v. Wal-Mart Stores, Inc.*, No. 3:01-CV-02252-CRB-JSC (N.D. Cal. June 10, 2015)
- *Schwarz v. UFCW-Northern Cal. Employers Joint Pension Plan*, 2014 WL 186647 (N.D. Cal. 2014)
- *Trustees of the No Cal. Tile Industry Pension Trust Fund v. Peacock Tile & Marble, Inc.*, No. 11-CV-3859-DMR (N.D. Cal. 2014)
- *Gruma Corp. v. United Food & Commercial Workers Union, Local 99*, 472 Fed. Appx. 644 (9th Cir. 2012)
- *Ralphs Grocery v. UFCW 8*, 55 Cal.4th 1083 (2012)
- *Fresno Community Hospital & Med. Ctr. v. UFCW Northern California Health and Welfare Trust Fund*, Case No. F056544 (Cal. Ct. App. 2009)
- Served as sole counsel in dozens of arbitrations