

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

SEP 17 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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

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

Plaintiffs,

v.

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

Defendants.

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

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF SODEXO CLASS
ACTION SETTLEMENT, ATTORNEY'S
FEES, AND REIMBURSEMENT OF
COSTS**

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

Action Filed: December 6, 2019

1 **[PROPOSED] ORDER**

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

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

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

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

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

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

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

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

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

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

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

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

18 All nonexempt current and former individuals employed by Sodexo, Inc., or any of its
19 subsidiaries, parents, and affiliated entities, including but not limited to SodexoMagic, LLC and
20 who worked in Disney theme parks and hotels in Anaheim, California, on or after January 1,
21 2019, and who were not paid hourly wages of at least the amounts required by Title 6, Chapter
22 6.99 of the Anaheim Municipal Code at any time from January 1, 2019 until May 2, 2025.

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

26 *Settlement Agreement.*

27 a. "Released Claims" means all claims made or that could have been made based
28 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.

1 6.99; (2) waiting time penalties / failure to timely pay all wages due at separation (Labor
2 Code §§ 201, 202, 203); (3) violation of the Unfair Competition Law (Business &
3 Professions Code § 17200, et seq.); (4) failure to pay overtime wages (Labor Code §§
4 510, 553, 558, 1194, 1198); (5) failure to provide accurate itemized wage statements
5 (Labor Code § 226); and (6) violation of the Private Attorneys General Act, Labor Code
6 § 2698 et seq. Released Claims shall not include the right of any Settlement Class
7 Member or any of the Releasing Parties to enforce the terms of this Settlement
8 Agreement and shall not include the claims of Persons who have timely excluded
9 themselves from the Settlement Class.

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

24 c. "Released Parties" means Sodexo, Inc. and SodexoMagic, LLC, as well as any
25 and all of their current, former, and future predecessors, successors, assigns, parent
26 companies, subsidiaries, associates, affiliates, employers, employees, agents,
27 consultants, independent contractors, insurers, directors, managing directors, officers,
28 partners, principals, members, attorneys, accountants, financial and other advisors,

1 underwriters, shareholders, lenders, auditors, investment advisors, legal representatives,
2 successors in interest, assigns and companies, firms, trusts, limited liability companies,
3 partnerships, and corporations, but not including The Walt Disney Company or Walt
4 Disney Parks and Resorts U.S., Inc. Each of the Released Parties is a "Released Party."

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

16 e. The Named Plaintiff has provided a general release and § 1542 waiver.

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

24 13. The Court hereby confirms the law firms of Hadsell Stormer Renick & Dai, LLP and
25 McCracken, Stemerman & Holsberry, LLP as Class Counsel and confirms Class Counsel adequately
26 represents the Settlement Class for purposes of entering into and implementing the Settlement
27 Agreement. Class Counsel shall be responsible for communicating with Class Members; working with
28 counsel for the Sodexo Defendants; and seeing that schedules are met to effectuate the settlement,

1 including the submission to the Court of the Settlement Administrator's final accounting report, as well
2 as all papers necessary to allow the Court to evaluate the settlement administration process and
3 distribution of the settlement fund to Class Members.

4 14. The Court hereby confirms Plaintiffs Kathleen Grace as the Class Representative. The
5 Court finds that the Class Representative adequately represents the Settlement Class for purposes of
6 entering into and implementing the Agreement.

7 15. The Court finds and determines that the settlement payments to be paid to 544 members
8 of the Class and aggrieved employees under the Private Attorneys General Act, Labor Code section
9 2698 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants final
10 approval to and orders the payment of those amounts be made to all such participating Class Members
11 and aggrieved employees in accordance with the terms of the Settlement.

12 16. As set forth in the Court's tentative order issued on September 11, 2025, attached hereto
13 as Exhibit A, the Court approves the following distributions for attorney's fees, litigation costs,
14 administration costs, enhancement awards for the class representatives, and payment to the California
15 Labor and Workforce Development Agency ("LWDA"):

16 17. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
17 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
18 \$262,500, or 15% of the gross settlement amount, and reimbursement of their litigation costs in the sum
19 of \$7,500. Applying the percentage of recovery analysis with a lodestar cross-check and considering
20 the factors set forth in *Serrano v. Priest* (1977) 20 Cal.3d 25, 49, the Court finds and determines that
21 such amounts are fair, reasonable, and proper and orders the Administrator to make these payments in
22 accordance with the terms of the Settlement Agreement. In approving the amount of attorney's fees, the
23 Court is not approving any particular hourly billing rates proposed by Class Counsel.

24 18. The Court approves Class Representative Enhancement/Service Payment to the Class
25 Representative in the sum of \$20,000, in consideration of (i) her initiation and prosecution of her
26 action, (ii) work performed, (iii) risks undertaken for the payment of costs in the event the case had not
27 concluded successfully, (iv) general release of all claims, and (vi) the substantial benefits conferred
28 upon the Class by the Settlement.

1 19. The settlement of civil penalties under PAGA in the amount of \$175,000 is approved.
2 Seventy-Five (75%), or \$131,250, shall be paid to the California Labor and Workforce Development
3 Agency. The remaining Twenty-Five Percent (25%) or \$43,750, will become part of the Net Settlement
4 Amount paid to the participating Class Members and aggrieved employees. The Court finds this
5 payment to the LWDA to be reasonable and adequate after full consideration of the information
6 provided to the Court regarding Plaintiff's PAGA claim.

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

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

14 22. Nothing in this Order shall preclude any action to enforce the Parties' obligations under
15 the Settlement or under this Order.

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

18 24. The Parties shall bear their own costs and attorneys' fees except as otherwise provided
19 by the Settlement Agreement and this order granting Class Counsels' award of attorneys' fees and
20 reimbursement of litigation costs.


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1 25. Pursuant to section 384(b) of the Code of Civil Procedure, Plaintiff shall submit to the
2 Court a final report on or before June 30, 2026 setting forth the actual amounts paid to class members
3 and other amounts disbursed pursuant to the settlement. Upon receiving the report, the Court will
4 determine whether further reports and/or a hearing will be necessary.

5
6 IT IS SO ORDERED.

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9 DATED: 9/17, 2025


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