

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

Richard G. McCracken (S.B.N. 62058)
rmccracken@msh.law
Sarah Grossman-Swenson (S.B.N. 259792)
sgs@msh.law
McCRACKEN, STEMERMAN & HOLSBERRY, LLP
475 14th Street, Suite 1200
Oakland, CA 94612
Telephone: (415) 597-7200
Facsimile: (415) 597-7201

Attorneys for Plaintiffs & Plaintiff Class

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

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

Plaintiffs,

v.

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

Defendants.

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

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

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

Action Filed: December 6, 2019

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

3. My firm and co-counsel McCracken, Stemerman & Holsberry, LLP (MSH) are highly experienced class action lawyers, having handled dozens of similar wage and hour class actions, as well as other types of class and complex litigation. Both firms, based on their many years of experience, recommend the proposed settlement and believe it is in the best interests of the Settlement Class. The firms' qualifications are set forth in detail in the Declarations of Randy Renick and Sarah Grossman-Swenson in support of the Motion for Attorneys' Fees and Costs.

4. I was the HSRD attorney responsible for, inter alia, managing Plaintiffs' work with the economic expert on damages and penalties, participating in the parties' mediation with Steve Pearl, performing outreach to the class regarding the settlement agreement and managing the Class Notice program.

5. On December 6, 2019, Plaintiffs Kathleen Grace, Regina Delgado, Alicia Grijalva, and Javier Terrazas (“Plaintiffs”) filed a wage-and-hour class action on behalf of a class of workers against Defendants The Walt Disney Company and Walt Disney Parks and Resorts US, Inc. (“Disney Defendants”) and Defendants Sodexo, Inc. and SodexoMAGIC, LLC (“Sodexo Defendants”). Plaintiffs’ Complaint alleged that the Disney Defendants and the Sodexo Defendants had violated the City of Anaheim’s Living Wage Ordinance (adopted in 2018, and codified at Chapter 6.99 of the Anaheim Municipal Code, referred to as the “LWO”), Labor Code section 203 (waiting time penalties), Labor

Code sections 510, 1194 and 1198 (overtime wages), Business and Professions Code section 17200 (the Unfair Competition Law or UCL), and Labor Code section 2698 (the Private Attorneys General Act or PAGA). Plaintiffs sought damages including back wages, as well as restitution, penalties, interest, declaratory and injunctive relief, costs, attorneys’ fees, and a jury trial. The UCL claim is duplicative of the LWO claim with regard to remedies, and it does not have any independent value nor extend the statute of limitations because underpayments did not start until January 1, 2019, when the Living Wage Ordinance went into effect, and the Complaint was filed less than one year later, on December 6, 2019.

6. In response to the Complaint, the Disney Defendants filed a demurrer, joined by the Sodexo Defendants, arguing that the Living Wage Ordinance did not apply to them. Plaintiffs opposed, and the Court overruled the demurrer. The Court held that “even under the Disney Defendants’ definition [of a ‘rebate’], the Credit Enhancement Agreement could be construed as creating a City Subsidy.” (*Grace v. The Walt Disney Co.* (2023) 93 Cal.App.5th 549, 555 (quoting this Court’s decision on Defendants’ demurrer.))

7. On April 30, 2021, the Disney Defendants filed a motion for summary judgment, and the Sodexo Defendants joined. On May 10, 2021, Plaintiffs filed a motion for class certification. Following a stipulation by Defendants to certain class issues, the Court certified the following class of Plaintiffs on July 2, 2021:

“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 \$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.”

8. On August 13, 2021, the Court issued an Order re Plan of Notice to the Class, and Plaintiffs provided notice to the Class in compliance with the notice.

9. On November 1, 2021, the Court granted Defendants’ motion for summary judgment. Plaintiffs appealed. On July 13, 2023, the Court of Appeal reversed the grant of summary judgment, explaining that the “sole issue in this appeal is whether Disney benefits from a ‘City Subsidy’ under the LWO.” (93 Cal.App.5th at p. 556.) The Court concluded: “In short, we hold Disney receives a ‘City

Subsidy’ within the meaning of the LWO and is therefore required to pay its employees a living wage.” (*Id.* at p. 560.) It reversed the order granting summary judgment, ordered Defendants to pay Plaintiffs costs on appeal, and remanded for further proceedings. Shortly thereafter, the Disney Defendants petitioned for review in the California Supreme Court, and the Sodexo Defendants joined. On October 25, 2023, the California Supreme Court denied review, and the case was remanded to the trial court for a trial on damages and penalties.

10. Plaintiffs and the Sodexo Defendants conducted extensive discovery related to damages in 2024 and participated in a mediation with Mediator Steve Pearl on July 17, 2024, but the matter did not settle. On August 27, 2024, the Sodexo Defendants filed their motion for summary adjudication, arguing a good faith defense and that Plaintiff Grace’s claims were barred by the settlement of a different class action. Plaintiffs filed their opposition to the summary adjudication motion on October 18, 2024. Pursuant to a mediator’s proposal shortly thereafter, Plaintiffs reached a settlement in principle with the Sodexo Defendants on November 1, 2024. Plaintiffs and the Sodexo Defendants negotiated a long form settlement agreement, which is attached hereto as Exhibit 1 to the Swenson Declaration.

11. **Plaintiff.** Plaintiff Kathleen Grace is a former employee of Sodexo Defendants who work at Disneyland in Anaheim, California during the class period. In its Order Granting Preliminary Approval, the Court determined that Ms. Grace was an adequate class representatives and appointed her such. Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (“MPA Order”).

12. **The Agreement Was Reached After Extensive Arm’s-Length Negotiations.** The Settlement was the result of arm’s-length bargaining. At all times, the Parties and their counsel have negotiated vigorously with each other and over an extended time period. The Parties have investigated the facts relating to the claims alleged in this action and have made a thorough study of the legal principles applicable to the claims asserted against Defendant.

13. **Class Counsel.** In its Order Granting Preliminary Approval, the Court determined that Hadsell Stormer Renick & Dai LLP and McCracken, Stemerman & Holsberry, LLP have adequately and competently represented the Class and appointed the two firms as Class Counsel in this matter. MPA Order, 4. As set forth in my declaration in Support of Motion for Attorneys’ Fees and Reimbursement of

Costs, my firm has handled dozens of similar wage and hour class actions, as well as other types of class and complex litigation. Counsel has agreed to the allocate fees awarded by this Court as follows: 36.66666% to Hadsell Stormer Renick & Dai LLP and 63.33333% to McCracken, Stemerman & Holsberry, LLP. The three Disney and one Sodexo Named Plaintiffs have consented to this allocation of fees in writing.

14. **Settlement Class.** The Settlement Class, conditionally approved by the Court at the Motion for Preliminary Approval is defined as “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.” (Swenson Decl. ¶ 2 & Exh. 1 (“Agreement”) at § 1.32.)

15. **Settlement Amount:** The total settlement amount is \$1,750,000 and is non-reversionary. This includes payment to the Class, PAGA payment to the State of California Labor and Workforce Development Agency (“LWDA”), service awards to the named plaintiffs, administration and notice-related costs, employees’ share of payroll taxes, interest, attorneys’ fees and reimbursement of reasonable litigation costs and expenses. It does not include the employer’s share of payroll taxes, which shall be paid separately by the Sodexo Defendants. After deductions for fees, costs, administration, and service awards, the net settlement amount will be at least \$1,441,000, and the amount distributed to the class after the payment to the LWDA will be approximately \$1,309,750, whereas the amount owed to the Class in lost income with interest is \$1,151,217.

II. Plan of Allocation

16. All Class Members who did not opt out by timely filing a request for exclusion will release all claims they had against the Sodexo Defendants arising from the facts alleged in the Second Amended Complaint and occurring during the Class Period.

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1 17. Class Members who are PAGA Aggrieved Employees will be releasing their
2 representative PAGA claims regardless of whether they submitted an exclusion request if the Settlement
3 Agreement is approved by the Court.

4 18. Each Class Member who does not opt out of the Settlement will receive their share of the
5 wages, which Plaintiffs allege the Sodexo Defendants failed to pay during the Class Period before the
6 Sodexo Defendants came into compliance with the LWO. The amounts have been calculated using the
7 Sodexo Defendants' records, including payroll data for the Class Period, and allocated based on those
8 calculations, as follows:

9 19. **Unpaid Wages.** \$1,151,217 has been allocated to Claims for Alleged Lost Wages,
10 including the actual amount of wages, \$797,475, plus interest on those wages of \$353,742. Each Class
11 Member will receive all of their alleged lost income from wages lower than those required by the LWO
12 during the Class Period as follows:

- 13 a. Straight-time hourly income differentials for each Class Member have been calculated as
14 the difference between the hourly rate paid and the LWO rate in effect in the pay period
15 when the work was performed, multiplied by the number of straight-time hours worked
16 by the Class Member during the pay period, then totaled for all pay periods in which the
17 Class Member performed work.
- 18 b. Overtime incurred during the Class Period has been recalculated using the higher hourly
19 wage rates provided in the LWO, with the difference included in this allocation.
- 20 c. Premium pay and shift differential rates are not considered in these calculations (i.e., they
21 are not credited toward compliance with the LWO).
- 22 d. Each Class Member's share of the allocation includes 10% annual interest from the time
23 the payment was due until July 1, 2025.

24 20. **Statutory Penalties for Wage Statement Claims.** \$87,452 has been allocated to Claims
25 for Statutory Penalties for Wage Statement Violations. Each Class Member will receive a pro rata share
26 of the allocation based on the number of relevant weeks worked with an alleged underpayment of wages
27 during the Class Period ("Work Weeks"). This is calculated by dividing the individual Class Member's
28 Work Weeks with an alleged underpayment by the total Work Weeks with an alleged underpayment for

the Class and multiplying the allocation by that number.

21. **Statutory Penalties for Waiting Time Claims.** \$27,331 has been allocated to Claims for Statutory Penalties for Waiting Time Claims. Each Class Member whose employment with Sodexo ended between July 14, 2023, and the Date of Preliminary Approval will receive a per capita share of this allocation. This is calculated by dividing the allocation by the number of class members whose employment ended during this time.

22. **Private Attorney General Act (“PAGA”) Penalties.** Ten percent of the Settlement, or \$175,000, is allocated to PAGA penalties, of which 75% (\$131,250) will be paid to the California Labor and Workforce Development Agency (“LWDA”), as required by law. The remaining 25% (\$43,750) will be distributed among all “aggrieved employees” under PAGA, including those Class Members who opted out of the Settlement (“PAGA Member”), and allocated as follows:¹

23. **PAGA Penalties for Wage Statement Claims.** \$35,775 has been allocated to PAGA Penalties for Wage Statement Claims. Each PAGA Member will receive a pro rata share of the allocation based on their individual relevant Work Weeks with an alleged underpayment of wages during the Class Period. This is calculated by dividing the PAGA Member’s total number of Work Weeks with an alleged underpayment by the total number of Work Weeks with an alleged underpayment for the entire Class and multiplying the allocation by that number.

24. **PAGA Penalties for Overtime Claims.** \$6,647 has been allocated to PAGA Penalties for Overtime Claims. Each PAGA Member will receive a pro rata share of the allocation based on their individual Work Weeks with allegedly underpaid overtime during the Class Period. This is calculated by dividing the PAGA Member’s total number of Work Weeks with allegedly underpaid overtime by the total number of Work Weeks with allegedly underpaid overtime for the entire Class and multiplying the allocation by that number.

25. **PAGA Penalties for Waiting Time Claims.** \$1,328 has been allocated to PAGA Penalties for Waiting Time Claims. Each PAGA Member whose employment ended during the Class

¹ The total PAGA penalties available for distribution are allocated 81.773% to wage statement PAGA penalties, 15.193% to overtime PAGA penalties, and 3.034% to waiting time PAGA penalties, consistent with the respective percentages of the total potential PAGA penalties shown in Johnson Decl., Exh. 1, Table 7. (See Pls. Mot. for Prelim. App. at 10 n. 9.)

Period will receive a per capita share of the allocation. This is calculated by dividing the total allocation by the number of Class members whose employment ended during the Class Period.

III. NOTICE PROGRAM

26. On July 2, 2021, the Court certified the following class:

“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 \$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.”

27. On October 5, 2021, Notice was provided to all class members identified by Sodexo Defendants by the prior claims administrator, CAC Services, Inc. (“CAC”). CAC received five (5) Requests for Exclusion from Sodexo Class Members.

28. The Complaint was amended on December 1, 2023, to add a Cause of Action for violation of Labor Code 226 seeking statutory penalties and PAGA penalties for alleged wage statement violations, and on December 18, 2023, the Court certified the following Class:

“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.”

29. On February 16, 2024, CAC provided notice to all class members identified by Sodexo Defendants. CAC received zero (0) Requests for Exclusion from Sodexo Class Members.

30. On December 7, 2024, this Court granted leave to file a Second Amended Complaint, which included an additional Claim for Unpaid Service Charges.

31. Preliminary Approval. On May 2, 2025, this Court granted preliminary approval of the Class Action Settlement Agreement, approved the Class Notice, appointed A.B. Data, Ltd. (“AB Data”

1 or “Administrator”) to serve as the Settlement Administrator and preliminarily approved and
2 conditionally certified the following class:

3 “[A]ll nonexempt current and former individuals employed by Sodexo, Inc. or any of its
4 subsidiaries, parents, and affiliated entities, including but not limited to SodexoMagic, LLC, and
5 who worked in Disney theme parks and hotels in Anaheim, California on or after January 1,
6 2019, and who were not paid hourly wages of at least the amounts required by Title 6, Chapter
7 6.99 of the Anaheim Municipal Code at any time from January 1, 2019, to the order on the
8 motion for preliminary approval.”

9 32. The Notice program began on June 2, 2025, and the deadline for class members to object
10 or opt-out was August 1, 2025. The Claims Administrator, AB Data, received zero (0) requests for
11 exclusion, zero (0) disputes and zero (0) objections. In addition, AB Data did not receive any requests
12 from non-class-members to be included in the settlement.

13 33. The 5 individuals who filed a Request for Exclusion to the 2021 Notice were provided
14 the 2025 Settlement Class Notice based on the updated and expanded class definition. None filed a
15 Request for Exclusion to the 2025 Settlement Class. A letter was emailed or sent by US Mail to each of
16 the 5 advising them that because the Class definition had been amended to include additional claims,
17 they were members of the 2025 Settlement Class unless they advised Class Counsel otherwise. None of
18 the 5 responded that they wished to be excluded from the Settlement Class.

19 34. **Payments to the Class.** Class members were given the option of receiving their share of
20 the settlement by electronic means, Venmo, PayPal, or Automated Clearing House (“ACH”) transfer.
21 For those who did not elect to do so, their share will be distributed by check sent by US Mail within 60
22 days of the Settlement being effectuated.

23 35. **Uncashed Checks.** All payments issued to Settlement Class Members via check will
24 state on the face of the check that it will expire and become null and void unless cashed within one
25 hundred eighty (180) days after the date of issuance. To the extent that a check issued to a Settlement
26 Class Member is returned to the Settlement Administrator as undeliverable or not cashed within one
27 hundred eighty (180) days after the date of issuance, the Administrator will provide notice to Class
28 Counsel of any uncashed checks, and the Administrator shall have responsibility to attempt to locate the

1 impacted Settlement Class Members, including by conducting skip traces on uncashed checks, and to re-
2 issue checks with an expiration date of 90 days or an expiration date of 180 days after the initial
3 issuance, whichever is later. If a check is returned as non-deliverable, the Settlement Administrator will
4 perform an NCOA check and skip-trace. Where a new address is identified, the Settlement
5 Administrator shall re-mail the check with an expiration date of 90 days or an expiration date of 180
6 days after the initial issuance, whichever is later.

7 36. In the event any Class Member(s) cannot be located within 180 days of date of mailing of
8 the initial settlement checks or 90 days after the re-issuance of a check, whichever is later, uncashed
9 settlement check(s) will be sent to the California State Controller's Office Unclaimed Property Fund.
10 Any funds transmitted to the Unclaimed Property Fund shall be held for the benefit of the Settlement
11 Class Member to whom the payment was designated in accordance with state law.

12 37. Pursuant to Rule of Court 3.771(b), the Administrator will post the final judgment
13 entered in this action on its publicly accessible website for a minimum of 30 days.

14 IV. Additional Items

15 38. **Anticipated Recovery.** The total settlement is \$1,750,000, which includes payment to
16 the Class Members, the named Plaintiffs' service awards, the LWDA payment for PAGA penalties,
17 attorneys' fees and costs, the employees' share of payroll taxes, and administration costs. Plaintiffs seek
18 a service award for the one Class Representative of \$20,000. Payment to the LWDA for PAGA penalties
19 will be \$131,250. The administration costs are \$19,000. Plaintiffs' counsel has separately applied for
20 attorneys' fees in the amount of \$262,500, 15% of the total settlement, and for the reimbursement of at
21 least \$7,500 in costs.² This means that class members will share in the sum of approximately
22 \$1,309,750.

23 39. In reaching the Settlement, the Parties have taken into account the information they
24 obtained from Plaintiffs, Class Members, and percipient witnesses, the deposition testimony of
25 Defendant, Plaintiffs, and third parties, as well as tens of thousands of pages of documents produced by
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27 ² Plaintiffs' Counsel's billing records in support of their fee request were lodged on August 13,
28 2025, with the Disney Final Approval Papers. In addition, Plaintiffs' counsel lodged invoices for all
expenses greater than \$1,000 for the Court's review.

Defendant detailing Defendant's operations and employment policies, practices, and procedures and payroll data for each class member for the the entire class period. The available information enabled the parties to determine the potential value and strength of the claims and to estimate the potential claim of each putative class member, in preparation for the mediation. The Settlement considers the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals. Plaintiffs' counsel believes that the settlement is fair, reasonable and adequate.

40. **Submission of the Settlement Agreement to the LWDA.** On December 6, 2019, my firm served a Labor Code § 2699.3 Notice Letter to the California Labor and Workforce Development Agency ("LWDA") stating that on December 6, 2019, the Named Plaintiffs in this action filed a civil complaint against Defendants on behalf of themselves and other similarly situated employees, alleging violations of the Anaheim Living Wage Ordinance ("LWO"); Labor Code § 203 (Waiting Time Penalties); Business and Professions Code § 17200 et seq.; Labor Code §§ 510, 1194 & 1198 (Overtime Wages); and the Private Attorneys General Act. A true and correct copy of the December 6, 2019, Notice to the LWDA and proof of service is attached hereto as **Exhibit A**.

41. There are no government entities participating in the Settlement. The Labor & Workforce Development Agency ("LWDA") has been aware of the Settlement since March 27, 2025, when Plaintiffs submitted a copy of the Settlement to LWDA in accordance with Labor Code § 2699(l)(2). The LWDA has filed no objection to the Settlement. A true and correct copy of the March 27, 2025, notice to the LWDA is attached hereto as **Exhibit B**.

42. **Released Claims.** The Released Claims under the Settlement include the legal claims and legal theories that were alleged in the Complaint or reasonably could have been asserted based on the facts actually alleged in the Complaint, including (1) failure to pay the minimum wage 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. The Released Claims only

1 include claims based on the facts alleged in the Complaint.

2 43. **Released PAGA Claims.** The Released PAGA Claims include (1) failure to pay the
3 minimum wage required by Anaheim Municipal Code Title 6, Ch. 6.99; (2) waiting time penalties /
4 failure to timely pay all wages due at separation (Labor Code §§ 201, 202, 203); (3) violation of the
5 Unfair Competition Law (Business & Professions Code § 17200, et seq.); (4) failure to pay overtime
6 wages (Labor Code §§ 510, 553, 558, 1194, 1198); (5) failure to provide accurate itemized wage
7 statements (Labor Code § 226); and (6) violation of the Private Attorneys General Act, Labor Code §
8 2698 et seq. Aggrieved employees cannot request exclusion from the Released PAGA Claims and will
9 be paid their pro rata share of the PAGA payment for the Aggrieved Employees.

10 44. **Administration Costs.** On May 2, 2025, this Court granted preliminary approval of the
11 Settlement Agreement, approved the Class Notice, and appointed AB Data to serve as the Settlement
12 Administrator. MPA Order, 3–6. The have estimated the cost of administering the Settlement, including
13 but not limited to giving notice to the Class, calculating the Individual Settlement Awards, and making
14 the payments authorized under the Settlement, will be no greater than \$19,000. These costs, supported
15 by the concurrently filed Declaration of Jack Sobczak, are reasonable and amount to less than 1.1% of
16 the settlement.

17 45. **Taxes.** The settlement allocation was made upon the precise amount of wages, penalties
18 and interest owed to each class member. Accordingly, AB Data will apply the actual ratio of wage,
19 penalties and interest allocated to each class member for tax reporting purposes. The wage portion will
20 be subject to withholdings, for which IRS W-2 Forms shall be issued with penalties and interest to be
21 reported on an IRS 1099 Form.

22 46. **Service Awards.** The Settlement Agreement provides for additional compensation in an
23 amount not to exceed \$20,000 for Named Plaintiff Kathleen Grace in recognition of the risks and
24 burdens she undertook in the litigation, mediation, and settlement of this case. The service award
25 payment is in addition to whatever portion of the settlement proceeds she is otherwise entitled to
26 receive. The enhancement is intended to compensate Ms. Grace fairly in relationship to the rest of the
27 class in light of the additional burdens and risks she has undertaken by assisting in the prosecution of the
28 lawsuit. She faced the financial risk of paying for costs or a judgment if Defendant prevailed.

1 47. Ms. Grace has also agreed to a general release of all claims she might have against
2 Defendant. Agreement ¶ 3.3. She invested a great deal of personal time and effort into the investigation,
3 prosecution, and settlement of the case, which included taking on the risks of serving as class
4 representative, providing factual information and documentation necessary to the prosecution of this
5 class action, sitting for deposition, and maintaining contact and working closely with Plaintiffs' counsel.
6 The information she provided and her contact with the other class members were essential for bringing
7 and pursuing the case on a class-wide basis; thus, Class Counsel relied on her heavily. The \$20,000
8 award requested is consistent with the amount awarded by courts in Southern California.

9 48. **Strength of Plaintiffs' Case and the Risk, Expense, Complexity, and Likely Duration**
10 **of Further Litigation.** Plaintiffs recognize the inherent risks and uncertainty of litigation, including that
11 the Class could receive nothing, and understand the benefit of providing significant settlement payments
12 to the Class now. Plaintiffs' claims involve disputed legal issues and fact-specific arguments that the
13 Parties have been litigating fiercely since inception of the action. While Plaintiffs are confident in the
14 strength of their claims, the Sodexo Defendants' defenses create a possibility that claims for penalties
15 may fail or be lower than the amounts allotted in the Settlement Agreement.

16 49. In assessing the value of all of the claims, Plaintiffs' counsel considered the Sodexo
17 Defendants' defenses to penalties, the chances of prevailing on penalties, applicable case law and
18 regulations, the circumstances of the case, and potential risks and delays. The strength of Plaintiffs'
19 claims, with consideration of the Sodexo Defendants' defenses and the risks if the Parties were to
20 litigate through final judgment and appeal, balanced against the proposed settlement amount that fully
21 makes all Class Members whole for the damages they sustained from Sodexo not complying with the
22 LWO, weigh strongly in favor of finding that the Settlement is fair, adequate, and reasonable.

23 50. The settlement wholly compensates the Plaintiff Class for all damages incurred, as well
24 as full interest, in addition to a meaningful recovery of highly disputed penalties. This is an outstanding
25 result compared with what Plaintiffs might obtain at trial. Plaintiffs' Counsel are highly experienced in
26 class action and other complex litigation. We have substantial litigation experience litigating living wage
27 ordinance class actions and wage and hour class actions and are fully familiar with the legal and factual

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1 issues in this case. We believe that the settlement is fair, reasonable, and adequate.

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3 I declare under penalty of perjury pursuant to the laws of the United States and the State of
4 California that the foregoing is true and correct and that this declaration was executed on August 20,
5 2025, at Pasadena, California.

6 /s/ Randy Renick

7 Randy Renick
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RANDY RENICK DECLARATION

EXHIBIT A

December 6, 2019

VIA ONLINE FILING

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

Re: Labor Code Section 2699.3 Notice Letter

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

Dear Secretary Julie Su:

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

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

Hadsell Stormer Renick & Dai LLP

December 6, 2019

Page 2

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

The specific violations alleged in the complaint include:

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

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

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

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

Very truly yours,

HADSELL STORMER RENICK & DAI LLC

By /s/ --Randy Renick
Randy Renick

Hadsell Stormer Renick & Dai LLP

December 6, 2019

Page 3

Cc:

Via certified mail

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

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

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

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

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

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

11 Attorneys for Plaintiffs
12

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

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

PROOF OF SERVICE

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

19 Plaintiffs,
20

21 v.

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

25 Defendants.
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PROOF OF SERVICE

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

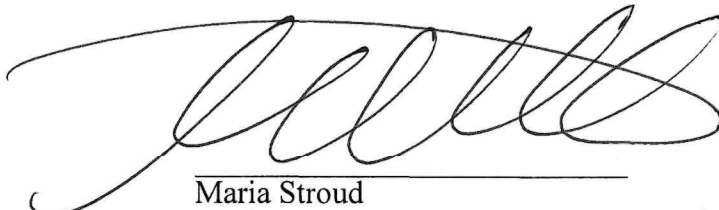
On December 6, 2019, I served the foregoing document described as: **INITIAL PAGA NOTICE**

XX **BY ELECTRONIC SUBMISSION:**

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

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

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



Maria Stroud
Declarant

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

12/6/2019

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

Item submitted: Initial PAGA Notice

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

RANDY RENICK DECLARATION

EXHIBIT B

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

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

03/27/2025 11:42:07 AM

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

This email has been scanned for spam & viruses. If you believe this email should have been stopped by our filters, click the following link to report it (<https://portal.mailanyone.net/index.html#/outer/reportspam?token=dXNlkj1tc3Ryb3VlOGhhZHNlbGxzZdG9ybWVYLmNybT0ycz0xNzQzMTAwOTY4Q3VlYWQ9NjRlFNTIDMjcwN0VBMTUyNERDRUM4RTcwNzRGMDBGNGQ7dG9rZW49NTdiMDI0NjEzMTg5SN2VMTMzMzMzA4MjFMTA4ZDRlOGZmMGNiMzEINTs%3D>).