

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 SARAH
GROSSMAN-SWENSON IN SUPPORT
OF PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES AND
REIMBURSEMENT OF COSTS;
AND EXHIBITS**

Judge: Hon. William D. Claster

Dept.: CX101

Action Filed: December 6, 2019

Hearing Date: September 12, 2025

Hearing Time: 9:00 a.m.

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. I am counsel for Plaintiffs Kathleen Grace, Regina Delgado, Alicia Grijalva, and
5 Javier Terrazas in the above-captioned case, and I have been appointed counsel for the certified Plaintiff
6 Class and Disney and Sodexo Settlement Classes (collectively, “Plaintiffs”). I offer this declaration in
7 support of Plaintiffs’ Motion for Attorneys’ Fees and Costs.

8 **I. MSH Counsel’s Background and Experience**

9 2. MSH primarily represents workers, unions, and employee benefit plans. MSH, which was
10 named Davis, Cowell & Bowe, LLP prior to 2017, has been lead counsel and co-counsel in numerous
11 class actions. It has successfully handled employment, antitrust, and consumer class actions. Richard
12 McCracken and I have each been appointed as class counsel in multiple cases. A true and correct copy of
13 the firm’s resume, along with individual resumes for the MSH partners named as Class Counsel, are
14 attached hereto as **Exhibit 1**.

15 3. **Richard McCracken:** My colleague Richard McCracken currently serves as senior
16 counsel to MSH. He was previously a partner at MSH for over forty years, and he has been practicing law
17 for fifty years. He was responsible for conceiving of the primary legal theories in this case. He drafted the
18 Complaint, briefed and argued Plaintiffs’ opposition to the demurrer filed by Defendants The Walt Disney
19 Company and Walt Disney Parks and Resorts US, Inc. (“Disney”), which Defendants Sodexo Inc. and
20 SodexoMagic, LLC (“Sodexo”) joined, as well as briefing and arguing Plaintiffs’ opposition to Disney’s
21 summary judgment motion, Plaintiffs’ appeal, and Plaintiffs’ opposition to Disney’s petition for review
22 in the California Supreme Court.

23 4. On information and belief, Mr. McCracken graduated Phi Beta Kappa from University of
24 California, Berkeley, in 1971, and received a Doctor of Jurisprudence from the University of California,
25 Berkeley School of Law in 1974. He is a well-known expert in union-side labor and employment law,
26 and has been named a Super Lawyer by *Northern California SuperLawyers* in every year since 2009. He
27 is a past member of the Board of Directors of the AFL-CIO sponsored Union Lawyers Alliance (known
28 as the Lawyers Coordinating Committee prior to 2020), and a member of the ABA Section of Labor and

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

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

1 including motions, discovery, trial preparation, negotiation of the settlement, and approval of the
2 settlement.

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

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

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

1 9. **Ivy Yan:** Ms. Yan was an associate attorney at MSH from 2020 to 2024. She is a 2020
2 graduate of Harvard Law School, where she served as a student attorney at the Harvard Legal Aid
3 Bureau and received a Dean’s Scholar Prize in Local Government Law (given in recognition of
4 outstanding work in the class). She has been counsel in state and federal litigation, including
5 representing plaintiffs in a False Claims Act case and defending a union in a federal court action
6 brought pursuant to the Employee Retirement Income Security Act and New York state law. Ms. Yan
7 has also litigated before private arbitrators and assisted in researching and drafting motions in state and
8 federal courts. She holds a Bachelor of Arts *magna cum laude* from Harvard College.

9 10. **Emily Jo Coady:** Ms. Coady was an associate attorney at MSH from 2022 to 2025. She
10 is a 2022 graduate of Yale Law School, where she volunteered with the Worker & Immigrant Rights
11 Advocacy Clinic and represented civil detainees in a class action lawsuit as a Law Student Intern under
12 the supervision of counsel. At MSH, she focused on labor and employment matters. She handled
13 numerous arbitrations as sole chair and participated in discovery and motions in state and federal court.
14 She graduated from Emory University with a Bachelor of Arts, *summa cum laude*, in 2017.

15 11. MSH summer clerks **Jacob Binder** (Berkeley, J.D., 2023), **Isabelle Holt** (Harvard, J.D.,
16 2023), **Gwyn Byrne** (Harvard, J.D., 2024), and **Sumona Gupta** (Harvard, J.D., 2025) assisted with
17 appellate briefing and legal research during their respective summers. Mr. Binder and Ms. Holt assisted
18 with reviewing and editing Plaintiffs’ opening appellate brief in the summer of 2022. Ms. Byrne
19 conducted legal research on standards for granting review in the California Supreme Court. Ms. Gupta
20 conducted legal research on waiting time penalties in June 2024 in advance of the mediations.

21 **II. MSH Firm Practices with Respect to Fees**

22 12. MSH requires its attorneys to track their time to the nearest tenth of an hour on a daily
23 basis, with all bills reviewed monthly. MSH’s billing records were compiled by our firm’s bookkeeper
24 from computer entries completed by the individual attorney at or about the time the work was performed
25 by recording the amount of time worked, broken down by 1/10 hour (6-minute) periods, and a
26 description of the work performed. The computer records were printed and reviewed by me, as the
27 supervising partner, for accuracy and for the exercise of billing discretion. As reflected in the summaries
28 below, a number of individuals at MSH billed time to this matter. All the individuals listed below made

1 contemporaneous billing records in compliance with MSH's customary practice, which requires time to
2 be entered with a description of tasks performed, and time billed to the nearest tenth of an hour, with all
3 bills submitted for review by the responsible partner at the end of each month. I reviewed bills monthly
4 starting in 2022. Prior to 2022, Mr. McCracken reviewed the bills monthly. I again reviewed all billing
5 entries prior to submitting them in connection with this motion, and I wrote off some of the time. In my
6 opinion, the time and work performed by MSH's timekeepers was necessary and appropriate in this
7 litigation.

8 13. Through my work, I have become familiar with the kinds of fees that are prevalent in
9 successful cases of the various kinds of cases my firm works on. I have gained this knowledge in a
10 variety of ways, including in the preparation of fee motions for my own firm, in the review of fee
11 declarations of co-counsel and opposing counsel in other matters, and in reviewing the case law. I
12 remain current on the rates charged by attorneys similar in skill and experience to myself and my
13 colleagues.

14 14. MSH takes on both contingency litigation and paying clients. MSH offers its hourly
15 paying clients, who are primarily not-for-profit organizations, discounted rates well below the prevailing
16 market rates for civil litigators of similar experience and skill because we believe in our clients' causes,
17 and because they cannot afford higher rates. MSH is regularly awarded market rates by courts when
18 attorneys' fees are awarded. The rates it seeks may vary depending on the nature of the case.

19 15. MSH has been awarded attorneys' fees in a variety of class action cases over the years.
20 Two of MSH's more recent fee awards in California state court class actions include: *Espino v. Sky*
21 *Chefs, Inc.*, Los Angeles Superior Court Case No. 19STCV44265 (awarding 33.3% of the settlement in
22 fees and accepting 2022 rates of \$775 for me, \$625 for an 8th year associate, and \$400 for a first-year
23 associate, for purposes of computing a lodestar cross-check); and *UFCW & Employers Benefit Trust v.*
24 *Sutter Health*, San Francisco Superior Court Case No. CGC-14-538451 (awarding 26.5% of the
25 settlement in fees to Class Counsel and accepting 2020 rates of \$750/hour for me, \$575/hour for an
26 associate with six years of experience, and \$400/hour for attorneys with 1-3 years of experience, for
27 purposes of computing a lodestar cross-check).

28 **III. Summary of Work Performed by MSH in this Litigation**

1 16. I coordinated work in this case with my co-counsel from Hadsell Stormer Renick & Dai
2 LLP, to conduct work efficiently and not duplicate efforts while obtaining the best possible results for
3 Plaintiffs. We have worked to staff this case as efficiently as possible while striving to provide high-
4 quality work for the Plaintiff Class.

5 17. Working closely with MSH senior counsel Richard McCracken, I have been the MSH
6 partner responsible for managing our work on this case since Mr. McCracken transitioned to senior
7 counsel. I have worked with Mr. McCracken on litigation strategy, discovery, assisting with briefing
8 Plaintiffs' opposition to Defendants' demurrer and summary judgment motion, conducting discovery,
9 coordinating Plaintiffs' class certification motion, and assisting with briefing on Plaintiffs' appeal and
10 Plaintiffs' opposition to Disney's request for review in the California Supreme Court. I was the MSH
11 attorney responsible for Plaintiffs' mediation briefing for Disney and Sodexo, and for Plaintiffs'
12 opposition to Sodexo's motion for summary adjudication on damages issues. I was preparing to argue
13 Plaintiffs' opposition to Sodexo's summary adjudication motion when the Parties reached a settlement.
14 The work performed by MSH is described in more detail below.

15 **A. Phase One: Complaint, Demurrer, and Initial Discovery: 381.5 hours**

16 18. From early 2019 through March 2021, MSH spent 381.5 hours investigating the conduct
17 of Defendants, researching the 1997 bond transactions, drafting the complaint, opposing the demurrer
18 filed by Disney and joined by Sodexo, and on initial discovery.¹

19 19. Mr. McCracken, who has significant experience drafting legislation and litigating
20 various living wage ordinances, was responsible for conceptualizing the theory of liability that was the
21 linchpin for this case. He spent hours deciphering the 1996 Infrastructure and Parking Finance
22 Agreement ("Finance Agreement" or "FA") and related documents and articulated the theory of
23 liability, explaining how the transactions constituted a "City Subsidy" within the meaning of the
24 Anaheim Living Wage Ordinance.

25 20. Mr. McCracken took the lead in drafting the Complaint and in drafting Plaintiffs'
26 opposition to Disney's demurrer and Sodexo's joinder. I have significant experience practicing in state

27 ¹ As requested by the Court in the minute order on preliminary approval, Class Counsel will lodge
28 its detailed contemporaneous time entries with the Court with its final approval motion.

1 court, and I was responsible for the procedural aspects of the demurrer and in fine-tuning legal
2 arguments. Associate Ivy Yan assisted with the briefing and handled the judicial notice of thousands of
3 pages of documents.

4 21. In the Complaint, Mr. McCracken articulated the following theory of coverage: Under
5 the Anaheim Living Wage Ordinance (“LWO”), a “City subsidy” is defined to be “any agreement with
6 the city pursuant to which a person other than the city has a right to receive a rebate of transient
7 occupancy tax, sales tax, entertainment tax, property tax or other taxes, presently or in the future,
8 matured or unmatured.” LWO § 6.99.070. Plaintiffs alleged that Disney had received such a subsidy
9 though the 1996 Finance Agreement between Disney and the City of Anaheim. There was no dispute
10 that Disney and Sodexo were not complying with the minimum wage requirements of the LWO.

11 22. The Complaint as drafted by Mr. McCracken alleged that the improvements to be
12 constructed under the 1996 Finance Agreement were financed with Disney’s transient occupancy taxes,
13 sales taxes, and property taxes. Complaint ¶¶ 2, 32-33. A baseline was drawn at 1996 levels and all of
14 Disney’s taxes above the baseline (with a minimum annual increase of 2%) went to finance Disney’s
15 profit-making enterprises, California Adventure and Downtown Disney. Complaint ¶ 37. The City
16 issued revenue bonds and used the proceeds for this purpose as well as improvements to the Anaheim
17 Convention Center. Complaint ¶¶ 36, 40. Then the bonds were repaid using Disney’s taxes computed as
18 just described, along with 3% of the transient occupancy taxes from non-Disney hotels in Anaheim.
19 Plaintiffs alleged that instead of Disney’s taxes going to the general good of the City of Anaheim and
20 being available for infrastructure and public services, most of what Disney would have paid in taxes
21 over an extraordinarily long period of time – at least 35 years and possibly as long as 45 years if Disney
22 has to cover bond repayment – inures to the benefit of Disney. Complaint ¶ 46.

23 23. Mr. McCracken researched and explained that the 1996 deal between Disney and the
24 City of Anaheim was ostensibly structured as follows: the Anaheim Public Finance Authority
25 (“Authority”) “leased” the City’s Convention Center and other properties (not including any of the
26 Disney properties) to the City. For 35 years, the City then pays Disney’s tax revenues to the Authority
27 as lease payments, and the Authority then uses these revenues for bond payments. (Finance Agreement
28 (“FA”) Sec. 4.2 and Ex. N.) The lease payment revenues are the entire transit occupancy tax increment

1 for all of the then-existing Disneyland hotels, plus the 750 rooms anticipated for the Grand California
2 Hotel, plus 250 more rooms; the entire incremental sales tax for all of Disneyland and California
3 Adventure; and the entire incremental property tax for all of Disneyland, California Adventure and
4 “Strawberry Fields.” FA Sec. 1.61 and Ex. N.

5 24. In the event the tax increment revenues were not enough to cover bond payments – for
6 instance, because of an economic downturn—Disney promised the bond buyers that it would make up
7 the difference to guarantee the bond. Complaint ¶ 4; FA Sec. 4.3 and Exhibit N. But the City also then
8 promised Disney that it would give Disney *back* its taxes in the amounts necessary to reimburse Disney
9 for what it paid out to the bond buyers. Complaint ¶ 46; FA Sec. 4.3 and Exhibit N. The City’s promise
10 lasts even after the bonds have been retired. *Id.* The Finance Agreement (including the tax-based lease
11 payments) must be continued for up to 10 additional years in order for Disney to be re-paid in full. FA
12 Sec. 4.10.

13 25. The demurrer focused on the Disney Defendants’ argument that “a City Subsidy” within
14 the meaning of the LWO was a refund to the taxpayer of taxes already paid (or the right to such a refund
15 in the future). Plaintiffs argued that even under Defendants’ preferred definition of “rebate,” the Credit
16 Enhancement Agreement, which was part of the documents created along with the 1996 Finance
17 Agreement, qualified as a rebate.

18 26. In its demurrer, Disney suggested that the tax increment revenues paid by Disney to the
19 City were just a means to measure how much the City will pay to the Authority. Disney included the
20 Finance Agreement and certain of its attached exhibits (B, G, M and Q) but left out large, essential
21 portions necessary for a complete understanding of the nature of the complex 1996 transaction.
22 Plaintiffs submitted additional exhibits in a Request for Judicial Notice (“RJN”) prepared by Ms. Yan,
23 including a 1996 Memorandum from the City Manager that explained the series of transactions in the
24 way that Plaintiffs understood the transactions to work.

25 27. In Plaintiffs’ opposition to Disney’s demurrer, Mr. McCracken provided extensive
26 research on the use of the term “rebate” under California law – a term which is often used to mean
27 abatement, not just refund.

28 28. Mr. McCracken handled the argument on the demurrer, which was overruled, permitting

1 the case to proceed to discovery. At the hearing on the demurrer, the Court identified that the central
2 issues in the case were the machinations of 1996 bond agreements, including the Finance Agreement
3 and the Credit Enhancement Agreement, plus how the City treated the tax increment payments by
4 Disney pursuant to the 1996 Finance Agreement over time.

5 29. MSH focused its discovery on those issues, and Mr. McCracken drafted various
6 discovery requests focused on those issues. I conferred with Mr. McCracken regarding state court
7 discovery procedures and assisted in drafting and revising discovery.

8 30. We pursued written and deposition discovery from Disney regarding the bond
9 transactions, numerous documents from the City of Anaheim, and documents from the Bank of New
10 York (BNY), the bond trustee. On October 30, 2020, Plaintiffs propounded requests for production and
11 special interrogatories on Defendants. For Disney, we drafted Special Interrogatories (Set One),
12 containing 12 special interrogatories, and Requests for Production of Documents (Set One), containing
13 43 requests for production. For Sodexo, we drafted 25 Requests for Production of Documents, and 1
14 special interrogatory. Disney responded on November 30, 2020, and Sodexo responded on December
15 31, 2020. The discovery required extensive meeting and conferring, including drafting discovery letters
16 and participating in meet and confer calls, for Plaintiffs to obtain the documents they needed to oppose
17 Disney's summary judgment motion and to prepare their class certification motion. The parties entered
18 into a stipulated protective order to protect the confidentiality of documents.

19 31. We drafted and issued a subpoena to the third-party City of Anaheim on November 18,
20 2020, which contained 25 requests for documents. The City initially objected to the entirety of subpoena
21 as burdensome. On January 14, 2021, we participated in a meet and confer session with the City
22 Attorney and agreed to proceed with a deposition of the City Finance Director, reserving the right to
23 request additional documents and depose an additional city witness. We noticed a PMQ deposition for
24 the City of Anaheim.

25 32. On February 17, 2021, Mr. McCracken deposed the City of Anaheim Finance Director,
26 Debbie Moreno, in the PMQ deposition. I assisted with preparing for deposition questioning.

27 33. On March 10, 2021, we issued a deposition subpoena to the Bank of New York Mellon
28 Trust Company, NA ("BNA"), the successor trustee under the Indenture of Trust by and between

Anaheim Public Financing Authority and BNY Western Trust Company dated as of February 1, 1997. The subpoena requested 31 categories of documents pertaining to the structure of the Indenture of Trust between the Anaheim Public Financing Authority and BNY Western Trust Company, first and second supplemental indentures, and seeking information regarding revenue payments from the City and how BNY allocated revenues, principal and interest to the 1997, 2007, and 2019 bond payments. Plaintiffs engaged in substantial meet and confer with BNY prior to the production of documents. *Id.*

34. In February 2021, Defendants sought extensive written discovery from each of the named plaintiffs. On March 11, 2021, each of the named plaintiffs provided Responses to Disney Defendants' First Set of Requests for Production of Documents and Interrogatories. Ivy Yan took the lead in conferring with Plaintiffs, drafting objections and responses to the discovery requests, and working with the named plaintiffs to search for and produce documents. She had numerous conversations with the named plaintiffs to obtain documents and information to respond to the requests. We engaged in substantial meeting and conferring regarding Plaintiffs' responses, and supplemented Plaintiffs' responses to discovery two times. Randy Renick, Ms. Yan and I prepared the plaintiffs for deposition, and Mr. Renick and I took turns defending their depositions.

B. Phase Two: Continued Discovery, Class Certification and Summary

Judgment: 596.4 hours

35. MSH spent 596.4 hours from April 2021 through December 2021 working on class certification and opposing summary judgment, as well as conducting additional discovery.

36. I drafted Plaintiffs' motion for class certification, incorporating feedback from other attorneys. I conferred with clients and drafted declarations for each of them in support of the motion for class certification. In early May 2021, I negotiated an agreement with Sodexo to provide a declaration that could be used to address numerosity and commonality in lieu of filing a petition to compel further responses to discovery. The motion for class certification was filed on May 10, 2021. In June, I negotiated with Defendants to obtain their agreement to not oppose Plaintiffs' motion for class certification.

37. In April 2021, Disney filed its summary judgment motion. Mr. McCracken took the lead in drafting the opposition to the motion. His research of both the facts and the law began prior to May,

1 as we knew Disney planned to file a summary judgment motion and had a general understanding of the
2 basis for the motion. I was heavily involved in reviewing and revising the opposition brief. Ms. Yan
3 drafted Plaintiffs' response to Disney's separate statement and Sodexo's separate statement and drafted
4 additional statements of undisputed fact. The supporting documents involved thousands of pages of
5 complicated bond documents. The central arguments were similar to those argued on demurrer.

6 38. In June 2021, Mr. McCracken identified additional discovery necessary to the summary
7 judgment motion. He drafted and issued additional discovery to Disney, requesting select additional
8 documents pertaining to the Finance Agreement and Credit Enhancement Agreement, in the form of
9 additional requests for production of documents, form interrogatories, and requests for admissions to
10 Disney. Ms. Yan and I negotiated a stipulation regarding the authenticity of documents. On June 28,
11 2021, we issued a deposition subpoena to City of Anaheim budget supervisor D'Anne Lee. Mr.
12 McCracken deposed Ms. Lee on July 8, 2021.

13 39. In the summary judgment opposition, Mr. McCracken argued that in the transaction
14 documented in the 1996 Infrastructure and Parking Finance Agreement between Disney and the City of
15 Anaheim ("Finance Agreement") and its many interrelated agreements, Disney got \$241 million in
16 public money for the construction of its new, giant parking garage, and for infrastructure to support
17 California Adventure. It paid at least \$7.5 million of that public money to itself for management of the
18 design and construction of these things. This money was obtained through the sale of bonds by the City
19 of Anaheim Public Financing Authority ("Authority"). The money to pay back principal and interest on
20 the bonds used for Disney's expansion (\$937 million) came from and comes from Disney's own taxes.
21 The taxes, which would otherwise have gone to the City for public purposes, go instead to Disney's
22 private, highly-lucrative developments. Plaintiffs argued Disney's tax burden would be reduced by
23 close to a billion dollars by the time the bonds are paid off. Absent this scheme, Disney itself would
24 have had to pay for these new structures, and if it had borrowed the same money privately, it would
25 have had to use its own assets to re-pay the debt. Its taxes have replaced this private financing and have
26 been abated to that very considerable extent.

27 40. Mr. McCracken further argued that Disney was promulgating the fiction that Disney's
28 taxes were just a "measurement" for "lease payments" on a lease between the City and its own

1 Authority. In fact, the payments were limited to precisely what the City receives in Disney Taxes and
2 part of the Transient Occupancy Tax (TOT) from non-Disney hotels in Anaheim, and the City treats the
3 taxes as the “cash” it receives and from which it makes payments to the bond Trustee. The “lease” is of
4 the City’s own facilities, which were already leased to the City and others when the transaction was
5 made.

6 41. Mr. McCracken handled the argument on the summary judgment motion. I conferred
7 with him on the argument to assist with preparation.

8 42. Following the Court’s grant of summary judgment for the Defendants, we conducted
9 research regarding appellate procedures and began preparing for the appeal.

10 **C. Phase Three: Appeal and Petition for Review: 627.4 hours**

11 43. MSH spent 627.4 hours from January 2022 through October 2023 on the appeal and
12 briefing the answer to Disney’s petition for review in the California Supreme Court. In 2022, Ms. Yan
13 also worked to ensure that documents that had been conditionally filed under seal in the trial court, for
14 which no sealing request had been made, were re-filed as public documents.

15 44. Mr. McCracken took the lead in conducting additional legal research in response to the
16 trial court’s order, and in drafting the appellate brief and reply brief in 2022. I worked with him on
17 crafting the legal arguments and on the written briefing. Ivy Yan helped with additional legal research.
18 Ms. Yan also handled supervising compilation of the appellate record, which was over 4,000 pages, and
19 did extensive research on the factual record for the appeal. She and I worked together to negotiate a
20 joint appendix with Defendants. She also drafted requests for judicial notice in support of the appeal and
21 helped Mr. McCracken with analysis of the monies involved in the bond transactions. Summer clerks
22 Jacob Binder and Isabelle Holt helped proof the opening brief and check citations.

23 45. In October and November 2022, Mr. McCracken drafted the reply brief in support of the
24 appeal, and Ms. Yan and I helped with research and editing. Ms. Yan prepared the supplementary
25 appendix. Mr. McCracken also drafted supplementary briefing requested by the Court of Appeal in
26 April 2023, which Ms. Yan and I assisted in researching and editing.

27 46. Mr. McCracken handled the oral argument in the Court of Appeal in June 2023, and he
28 prepared for oral argument through review of the factual record and legal arguments. Ms. Yan and I also

both worked with Mr. McCracken to prepare him for oral argument, and Ms. Yan assisted Mr. McCracken with the record at the argument. The Court of Appeal reversed the trial court's grant of summary judgment and held that Disney and Sodexo were required to comply with the Living Wage Ordinance because Disney received a "City Subsidy" within the meaning of the Ordinance.

47. In August 2023, Mr. McCracken took the lead in drafting Plaintiffs' answer to Defendants' petition for review in the California Supreme Court. Ms. Yan and I conducted legal research in support of the answer, as did summer clerk Gwen Byrne. We also reviewed letters from amici in support of review. During this same time period, Mr. McCracken, Ms. Yan and I were all involved in responding to inquiries from class members about the status of the case. I also began researching Disney's service charge practices.

48. After Disney's Petition for Review was denied on October 25, 2023, we immediately began planning for discovery on damages.

D. Phase Four: Remand, Amended Complaint, Damages Discovery, Economic Analysis, Mediation, Settlement: 1137.9 hours

49. MSH spent 1137.9 hours from November 2023 through December 2024 on discovery related to damages, economic analysis, mediation, and settlement.

50. Mr. McCracken conducted additional research on wage statement penalties, and determined that the Complaint could be amended to add a wage statement claim based on the California Supreme Court's decision in *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal. 5th 93 (2022) while the *Grace v. Disney* case was on appeal, which held that wage statement penalties are available for inaccurate wage statements that fail to accurately include amounts earned but unpaid by employers. We sought the stipulation of defendants to file an amended complaint, which they agreed to. We also needed to update the class definition to account for the additional years of underpayments under the LWO, and we sought and obtained the consent of defendants to amend the class definition to cover Defendants' additional years of non-compliance with the Ordinance. I worked with Hadsell Stormer and the Administrator to provide notice to new class members in February 2024.

51. Mr. McCracken and I researched potential experts, and we met with other potential experts before retaining Econ One Research, Inc. ("Econ One") to assist Plaintiffs' Counsel with

1 computing damages and penalties owed to the Plaintiff Class. I worked closely with Plaintiffs' experts,
2 including Phillip Johnson, Ph.D., of Econ One, on the damages and penalties owed to the Class. I
3 managed MSH's work with the economic experts on damages and penalties.

4 52. We worked with Hadsell Stormer on issuing additional discovery to defendants related to
5 damages and remedies. Mr. McCracken took the lead in analyzing under payments to Class Members'
6 retirement accounts. I continued research on service charge underpayments.

7 53. I worked extensively on Plaintiffs' discovery regarding damages. Plaintiffs obtained
8 millions of lines of payroll data from Disney, and thousands of lines of payroll data from Sodexo, which
9 were required to compute the backpay owed to the Class. We also independently investigated damages
10 and payroll practices by speaking with named plaintiffs and other class members to cross-check the
11 information provided by Disney and Sodexo.

12 54. I led MSH's work on settlement with Disney and Sodexo. I researched potential
13 mediators. I participated in mediations with mediators Layn Phillips on July 23, 2014 (Disney), and
14 Steve Pearl on July 17, 2024 (Sodexo), and in subsequent settlement negotiations and drafting of the
15 settlement agreements. The Parties ultimately accepted a settlement proposal from Mediator Phillips on
16 July 17, 2024, and a settlement proposal from Mediator Pearl on November 1, 2024. I engaged in
17 extensive negotiations with defendants regarding settlement terms. The Parties reached an agreement on
18 final settlement agreement language on December 13, 2025, for Disney and on March 24, 2025, for
19 Sodexo, and filed their preliminary approval papers soon thereafter.

20 55. The Parties thoroughly researched and prepared opening and reply mediation briefs on
21 damages and penalties for the Disney mediation, and a single brief for the Sodexo mediation, both of
22 which included Plaintiffs' expert reports on remedies, which we exchanged in advance of the mediation
23 with Mediators Phillips and Pearl. I took the lead on drafting the Disney mediation brief and reply brief,
24 except for the PAGA sections, which Hadsell Stormer handled. Through the mediation briefing, we had
25 extensive knowledge about the strengths and weaknesses of various legal arguments and factual issues
26 in this case pertaining to damages and remedies.

27 56. In August 2024, Sodexo filed a motion for summary adjudication. I supervised
28 preparation of Plaintiffs' opposition brief. Associate Emily Coady did the initial drafting of the

1 opposition briefing, except for the PAGA sections, which Hadsell Stormer handled. I was heavily
2 involved in researching and editing the brief. I was preparing to argue the motion for summary
3 adjudication when Plaintiffs reached an agreement with Sodexo on settlement.

4 57. After reaching agreement on a term sheet pursuant to a mediator's proposal, we spent
5 months with Disney and Sodexo negotiating long-form settlement agreements. I led MSH's work on
6 negotiating settlement terms with defendants and research regarding proposed settlement terms.

7 58. After reaching general settlement terms, I worked closely with Econ One on a plan of
8 allocation for the Plaintiff Class. I drafted the preliminary approval motion papers for Disney and
9 Sodexo, and analyzed the settlement for preliminary approval.

10 **E. Phase Five: Preliminary Approval, Notice, Administration, Inquiries, and Related**
11 **Briefing: 464.1 hours**

12 59. MSH has spent 464.1 hours from January 2025 to present preparing for and appearing at
13 the motion for preliminary approval in Disney, finalizing the Sodexo settlement agreement, briefing the
14 Sodexo preliminary approval motions and starting briefing of the final approval motions, submitting
15 supplemental briefing regarding the Disney settlement, and working with Econ One and the
16 Administrator to finalize class member damages calculations and administer notice to the class. Mr.
17 McCracken, Ms. Coady and I have all been involved in conducting outreach to class members and
18 responding to class member inquiries.

19 60. MSH anticipates spending another 300 hours on final approval and administration from
20 mid-July 2025 through November 2025; I estimate that I will spend approximately 250 hours, and that
21 Mr. McCracken will spend approximately 50 hours.

22 61. The chart below summarizes the hours worked by MSH attorneys and the fees sought by
23 MSH for purposes of a lodestar cross check. The chart summarizes the time spent and the requested
24 hourly rate of each MSH team member on this matter from initiation of the litigation to present. MSH
25 does not charge for paralegal or administrative assistant/ word processing time. MSH spent significant
26 administrative assistant time on filings and the appellate record which are not included below.

Name	Title	Hours	Hourly Rate	Total
Richard G. McCracken	Partner/ Senior Counsel	791.9 + 50 est.	\$1575	\$1,325,992.50 est.
Sarah Grossman-Swenson	Partner	1840.3 + 250 est.	\$975	\$2,038,042.50 est.
Ivy Z. Yan	Associate	418.0	\$650	\$271,700.00
Emily Jo Coady	Associate	122.2	\$625	\$76,375.00
Jacob Binder	Summer Clerk	3.6	\$275	\$990.00
Isabelle Holt	Summer Clerk	5.6	\$275	\$1,540.00
Gwyneth Byrne	Summer Clerk	11.2	\$275	\$3,080.00
Sumona Gupta	Summer Clerk	14.5	\$275	\$3,987.50
Total		3507.3		\$3,721,707.50 est.

IV. MSH Practices with Respect to Costs

62. MSH incurred and paid **\$213,140.08** in costs in support of the litigation. It is MSH's standard practice to charge its paying clients for these types of costs. Each of the costs detailed below is typically and customarily charged to MSH's paying clients, and the costs were determined in the same way that they are for MSH's paying clients. These costs were recorded monthly by MSH's office manager from vendor invoices, expense reports submitted by MSH attorneys, and MSH credit cards; when costs are billed to credit cards, the dates are usually recorded as the dates on which the credit card bill was paid.

63. I have reviewed the costs to determine whether they were appropriately charged to this matter and to confirm that the costs were supported by invoices, receipts, or other documentation where available. MSH's costs can be broken into the following categories:

	Cost Category	Total
1.	Duplication Costs	\$4,912.36
2.	Legal research / Westlaw	\$2,192.27
3.	Travel expenses (court/ mediation)	\$11,000.83

4.	Court costs & filing fees	\$5,887.38
5.	Deposition & court reporter transcripts	\$9,442.40
6.	Expert fees	\$178,319,000
7.	Postage/ delivery fees	\$664.69
8.	Witness/ subpoena fees	\$721.15
	Total	\$213,140.08

64. The details underlying the costs incurred by MSH are attached hereto as **Exhibit 2**.

65. It is MSH's standard practice to charge the firm's paying clients for these types of costs in the same way that they were billed to the Class:

- a. **Duplication:** In-house duplication costs were billed in the same way that MSH bills the vast majority of its monthly paying clients: \$0.20 per page. The costs are attributed to client matters contemporaneously by entering a billing code prior to printing. Outside copying costs were passed through as billed with no mark up.
- b. **Legal Research:** Westlaw charges a monthly fee to MSH, which MSH apportions on a percentage basis to various client matters by requiring attorneys to enter a code into Westlaw when logging onto the service. We do not add any premium or markup to Westlaw expenses before passing the cost onto clients. The Westlaw charges here are charged in the same way that MSH charges its paying clients. PACER charges per-document fees. MSH requires attorneys to enter a code into PACER when logging onto the service, and passes on the direct expenses incurred to clients without any markup. The PACER charges here are charged in the same way that MSH charges its paying clients.
- c. **Travel:** The exhibit itemizes each of MSH's travel expenses for depositions, mediation, and client meetings. The chart includes travel expenses, dates, and the relevant attorneys. MSH saved money for the class, consistent with its normal practices for paying clients, by booking only economy flights, and trying to minimize food and travel expenses.
- d. **Court fees:** This category includes filing fees for third-party filing vendors and the

1 courts.

- 2 e. **Deposition and court transcripts:** This includes the fees that were billed for copies of
3 deposition transcripts and for transcripts of hearings reported by court reporters.
- 4 f. **Delivery of documents and postage:** This includes costs incurred by MSH for each
5 mailing and delivery. They are passed along with no markup.
- 6 g. **Expert fees:** These include the charges billed by EconOne for their economic analysis in
7 connection with damages, interest and penalties. The underlying invoices charged by
8 EconOne are attached hereto as **Exhibit 3**. MSH and Hadsell Stormer took turns paying
9 the invoices. The payor for each bill is indicated on the index at the beginning of Exhibit
10 3.

11 V. Evaluation of Settlement

12 66. Based on my experience and my involvement in analyzing the factual information and
13 legal arguments made in this case, I believe in good faith that the settlement is an outstanding result for
14 the Plaintiff Class. In assessing the value of all of the claims, I have considered Defendants' defenses to
15 penalties, the chances of prevailing on penalties, applicable case law, the circumstances of the case, and
16 potential risks and delays.

17 67. This matter involved complex and unsettled legal issues, including interpretation of the
18 City of Anaheim Living Wage Ordinance. Had this matter proceeded to trial on remedies and then on
19 appeal, it is possible that Plaintiffs would have recovered significantly less, and the Class would have
20 had their payments delayed for years. Moreover, if the proposed Settlement had not been achieved,
21 continued litigation of the claims would take substantial time and possibly confer no additional benefit
22 on the Class. It was also likely that the penalties would continue to be fiercely litigated by the parties;
23 accordingly, many more years of litigation and appeals, which inevitably involve significant additional
24 expenses, was a real possibility.

25 68. Both settlements provide for recovery of 100% of the wages (and service charges and
26 retirement contributions, where applicable), which Plaintiffs' expert calculated to be owed by
27 Defendants to the Plaintiff Class. Plaintiffs' allocation method allocates wages, service charges,
28 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.

69. In addition to recovery of 100% of the wages, service charges, retirement contributions, and 10% interest on all of those damages, the Disney Settlement provides for recovery of 66% of the statutory penalties and 34% of PAGA penalties Plaintiffs sought after July 13, 2023; or 193% of statutory penalties and 388% of PAGA penalties sought after October 25, 2023, when the California Supreme Court denied Disney's Petition for Review. See Disney Preliminary Approval Motion, at 15 and Johnson Declaration in Support, at Exh. 1, Tables 6-7. I asked EconOne to calculate Disney's statutory penalties if they were only awarded after October 25, 2023, and the total calculation was \$16,629,366. Those amounts are summarized below:

Penalties Category	Net Penalties Included in Settlement (After Costs and Fees)	Penalties at Trial if Full Penalties Were Awarded Starting 7/14/23	Penalties at Trial if Full Penalties Were Awarded Starting 10/26/23
Statutory Penalties	\$32,250,149	\$48,839,266	\$16,629,366
PAGA Penalties	\$23,300,000	\$67,835,900	\$6,026,900

70. The Sodexo Settlement similarly provides for recovery of 100% of the wages, and 10% interest on those damages; 50% of the statutory penalties and 41% of PAGA penalties the Plaintiffs sought after July 13, 2023, or 149% of the statutory penalties and 230% of PAGA penalties sought after October 25, 2023. See Johnson Declaration submitted with Sodexo Preliminary Approval Motion at Exhibit 1, Tables 4-5 & fn. 18-19, summarized below:

Penalties Category	Net Penalties Included in Settlement (After Costs and Fees)	Penalties at Trial if Full Penalties Were Awarded Starting 7/14/23	Penalties at Trial if Full Penalties Were Awarded Starting 10/26/23
Statutory Penalties	\$114,783	\$230,217	\$77,131
PAGA Penalties	\$175,000	\$426,700	\$76,100

71. MSH is a small firm. Taking on larger class action cases, such as the present case, utilizes a significant portion of MSH's available staff and resources, and prevents MSH from taking

1 cases which are likely to be equally or more remunerative than the present case, such as large anti-trust
2 class actions, as well as preventing MSH from taking on other matters.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing is
4 true and correct. Executed on this 14th day of July, 2025, at San Francisco, California.

5 
6

7 Sarah Grossman-Swenson
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF SARAH GROSSMAN-SWENSON

EXHIBIT 1

California

475 14th 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 monitoring
- *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); Alameda County Firefighters Local 689; 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 Partners

John J. Davis

University of Texas at Austin, Bachelor of Arts, 1970

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

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

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

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

MSH Partners, Continued

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

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 Associates

Estee Ward

Brigham Young University, Bachelor of Arts, *magna cum laude*, 2011

University of Pennsylvania Law School, Juris Doctor, May 2017

Luke Dowling

Brown University, Bachelor of Arts, *magna cum laude*, 2014

Brown University, Master of Arts, 2015

Harvard Law School, Juris Doctor, 2018

Alexander Whistler

Lewis & Clark College, Bachelor of Arts, 2011

University of California, College of the Law, Juris Doctor, *magna cum laude*,
2024

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)
- *Barnett v. City of San Jose*, N.D. Cal. Case No. 18-cv-01383-JD (counsel in FLSA action for unpaid overtime; following a bench trial, the court found the City underpaid firefighters; currently on appeal)

McCRACKEN, STEMERMAN & HOLSBERRY, LLP

- *Local Jt. Exec. Bd. of Las Vegas v. Mirage Casino-Hotel, Inc.*, 911 F.3d 588 (9th Cir. 2018)
- *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

DECLARATION OF SARAH GROSSMAN-SWENSON
EXHIBIT 2

<i>Date</i>	<i>Description</i>	<i>Cost</i>
10/31/2019	Copying cost	\$28.00
2/29/2020	Copying cost	\$3.80
2/29/2020	Westlaw Computer Research	\$90.58
3/31/2020	Copying cost	\$258.00
3/31/2020	Westlaw Computer Research	\$500.01
6/9/2020	Court - 05/28 Janney & Janney Attorney Services	\$42.25
9/1/2020	Court - 08/30 Court Call Services	\$94.00
9/1/2020	Transcript - 09/01 Court Reporters Fee - Hearing on Demurrer	\$619.00
9/10/2020	Court - 08/24 Janney & Janney Attorneys Services	\$40.00
9/10/2020	Court - 08/26 Janney & Janney Attorneys Services	\$40.00
10/3/2020	Transcript - 09/25 Court Reporters services	\$127.35
10/12/2020	Court - 09/02 Janney & Janney Legal Services	\$11.75
10/31/2020	Westlaw Computer Research	\$5.49
11/11/2020	Court - 10/30 Courtcall - CMC	\$94.00
1/4/2021	Subpoena - Re: Grace, et al. v. Disney	\$171.15
1/28/2021	Court - 1/25 Court Call Services - CMC	\$94.00
2/5/2021	Subpoena - Witness Fee - Grace, et al. v. Disney, et al Subpoena	\$35.00
2/9/2021	Court - 01/18 Janney & Janney Attorney Services	\$21.25
2/9/2021	Court - 01/18 Janney & Janney Attorney Services	\$11.75
2/9/2021	Court - 01/20 Janney & Janney Attorney Services	\$315.00
2/11/2021	Subpoena - Grace, et al. v. Disney, et al Subpoena	\$240.00
2/16/2021	Copying - 01/08 JJ Photocopy Services	\$65.00
2/16/2021	Court - 01/28 Court Call Services	\$94.00
2/28/2021	Westlaw Computer Research	\$85.67
3/10/2021	Copying - 02/04 JJ Photocopy Services	\$443.80
3/10/2021	Court - 02/17 Attorney Services by Janney & Janney	\$61.75
3/10/2021	Court - 02/22 Attorney Services by Janney & Janney	\$20.00
4/3/2021	Copying - 03/26 JJ Photocopy Service	\$65.00
4/3/2021	Court - 03/16 Attorney Services by Janney & Janney	\$120.53
4/13/2021	Court - 04/01 Orange County Superior Court fee	\$8.20
5/18/2021	Court - 04/16 Janney & Janney Attorney Services	\$12.25
5/28/2021	Transcript - Court Reporting Services	\$877.90
5/31/2021	Westlaw Computer Research	\$3.00
6/15/2021	Court - 05/05 Janney & Janney Attorneys Services	\$105.00
6/15/2021	Court - 05/12 Janney & Janney Attorneys Services	\$562.85
6/15/2021	Court - 05/12 Janney & Janney Attorneys Services	\$86.60
6/15/2021	Court - 05/14 Janney & Janney Attorneys Services	\$12.25
6/15/2021	Court - 05/17 Janney & Janney Attorneys Services	\$50.00
6/15/2021	Court - 05/18 Janney & Janney Attorneys Services	\$12.25
6/15/2021	Court - 05/21 CourtCall services	\$94.00
6/15/2021	Court - 05/21 Janney & Janney Attorneys Services	\$117.25
6/15/2021	Court - 05/24 Janney & Janney Attorneys Services	\$42.25
6/15/2021	Court - 05/27 Janney & Janney Attorneys Services	\$62.25
6/18/2021	Copying - Document production	\$300.00

<i>Date</i>	<i>Description</i>	<i>Cost</i>
6/23/2021	Witness Fee - City of Anaheim Document Production Fee / Witness Fee	\$275.00
6/30/2021	Copying cost	\$599.20
6/30/2021	Westlaw Computer Research	\$54.71
7/14/2021	Court - 06/21 Janney & Janney Attorney Services	\$50.00
7/14/2021	Court - 06/22 Janney & Janney Attorney Services	\$32.95
7/14/2021	Court - 06/25 Orange County Superior Court fee	\$7.50
7/14/2021	Court - 06/28 Janney & Janney Attorney Services	\$12.25
7/14/2021	Court - 06/29 Janney & Janney Attorney Services	\$100.00
7/14/2021	Court - 07/01 Janney & Janney Attorney Services	\$62.25
7/28/2021	Travel - 07/08 Parking - Lee Depo	\$24.00
8/5/2021	Postage - 07/27 UPS Delivery	\$50.34
8/5/2021	Postage - 07/27 UPS Delivery	\$39.33
8/5/2021	Postage - 07/27 UPS Delivery	\$39.33
8/14/2021	Court - 07/06 Attorneys Services by Janney & Janney	\$50.00
8/14/2021	Court - 07/08 Attorneys Services by Janney & Janney	\$24.50
9/7/2021	Transcript - Court Reporting Services	\$1,680.08
9/17/2021	Court - 08/10 Janney & Janney Attorneys Services	\$12.25
9/17/2021	Court - 08/16 Orange County Superior Court fee	\$7.78
9/25/2021	Postage - 09/20 UPS Delivery	\$76.93
9/25/2021	Postage - 09/20 UPS Delivery	\$59.88
9/30/2021	Copying cost - opposition to summary judgment	\$1,926.60
10/5/2021	Transcript - Court Reporting Services	\$1,220.98
10/5/2021	Transcript - Court Reporting Services	\$1,152.42
10/14/2021	Court - 09/20 Janney & Janney Attorneys' services	\$42.25
10/14/2021	Court - 09/21 Janney & Janney Attorneys' services	\$42.25
10/14/2021	Court - 09/23 Janney & Janney Attorneys' services	\$42.25
10/14/2021	Court - 09/23 Janney & Janney Attorneys' services	\$126.75
10/14/2021	Court - 09/23 Orange County Superior Court fee	\$7.50
10/31/2021	Copying cost	\$196.60
10/31/2021	Pacer Computer Charge (7/1/21--9/30/21)	\$1.50
11/4/2021	Transcript - Court Reporters Fee	\$650.00
11/17/2021	Court - 11/01 Court Call	\$94.00
12/16/2021	Court - 12/01 Orange County Superior Court	\$7.50
1/13/2022	Court - 12/17 Orange County Superior Court fee	\$7.50
1/13/2022	Court - 12/22 Janney & Janney Legal Services	\$42.25
1/31/2022	Westlaw Computer Research	\$160.46
2/11/2022	Court - 01/06 Janney & Janney Attorneys Services	\$917.87
2/11/2022	Court - 01/14 Janney & Janney Attorneys Services	\$74.35
2/11/2022	Court - 01/19 Janney & Janney Attorneys Services	\$12.25
2/11/2022	Court - 01/19 Truefiling	\$7.50
2/11/2022	Transcript - 01/18 Court Reporter Transcript	\$87.36
3/17/2022	Court - 02/04 Janney & Janney Attorneys Services	\$35.00
3/17/2022	Court - 02/08 Janney & Janney Attorneys Services	\$32.95
3/31/2022	Westlaw Computer Research	\$3.10
4/11/2022	Court - 03/23 Orange County Superior Court fee	\$22.50
4/17/2022	Transcript - Certified Copy - Motion	\$30.00

<i>Date</i>	<i>Description</i>	<i>Cost</i>
4/19/2022	Transcript - Appellate Transcript by Phillips Reporting	\$13.00
5/12/2022	Court - 04/04 Janney & Janney	\$67.95
5/12/2022	Court - 04/15 Orange Superior Fees	\$7.50
5/12/2022	Court - 04/20 Orange Superior Fees	\$7.50
5/12/2022	Transcript - Veritext - R. Delgado depo (\$1174.57) & Debbie Moreno PMQ (\$1809.74)	\$2,984.31
6/15/2022	Court - 05/17 TrueFiling	\$10.50
6/17/2022	Court - 05/18 Janney & Janney Attorneys Services	\$12.25
6/17/2022	court - 05/24 Orange County Superior	\$7.50
7/13/2022	Court - 06/16 Orange County Superior Court fee	\$10.50
7/13/2022	Court - 06/27 Orange County Superior Court fee	\$7.57
7/13/2022	Court - Orange County Superior Court fee	\$7.50
7/31/2022	Westlaw Computer Research	\$40.76
8/15/2022	Court - 07/22 TrueFiling Court Fees	\$422.70
10/31/2022	Westlaw Computer Research	\$33.75
11/15/2022	Court - 10/25 TrueFiling	\$10.50
11/15/2022	Court - 10/27 Truefiling	\$10.50
11/30/2022	Westlaw Computer Research	\$26.04
12/16/2022	Court - 11/18 Truefiling	\$21.00
12/16/2022	Court - 11/21 Truefiling	\$10.50
4/30/2023	Copying cost - appellate record for oral argument	\$779.80
4/30/2023	Westlaw Computer Research	\$41.83
5/31/2023	Copying cost - for oral argument	\$122.40
5/31/2023	Westlaw Computer Research	\$7.76
6/6/2023	Court - 05/08 Court Fee	\$10.50
6/6/2023	Travel - 06/22 Hotel Accommodations (RGM)	\$194.05
6/6/2023	Travel - 06/23 Airfare (RGM)	\$365.96
6/26/2023	Copying - 06/12 Tabs for Records	\$26.76
6/26/2023	Travel - 06/22 Airfare (IY)	\$474.78
6/26/2023	Travel - 06/22 Hertz Car Rental	\$78.58
6/26/2023	Travel - 06/22 Hotel Accommodations (IY)	\$318.15
6/26/2023	Travel - 06/22 SFO Parking - RGM	\$72.00
6/26/2023	Travel - 06/22 Travel/meal	\$14.94
6/26/2023	Travel - 06/23 Court House Parking	\$8.00
6/26/2023	Travel - 06/23 Rental Car gas	\$5.19
6/26/2023	Travel - 06/23 Travel/meal	\$11.80
6/26/2023	Travel - 06/23 Travel/meal	\$10.76
6/26/2023	Travel - 06/23 Travel/meal	\$4.31
6/30/2023	Westlaw Computer Research	\$13.79
7/6/2023	Travel - 06/23 Travel/meal	\$6.54
7/6/2023	Travel - 06/23 Travel/meal	\$22.00
8/31/2023	Copying cost	\$16.00
8/31/2023	Westlaw Computer Research	\$253.65
9/15/2023	Postage - 09/01 UPS Delivery	\$149.96
9/27/2023	Court - 09/01 SF Supreme Court	\$10.50
9/27/2023	Court - 09/01 SF Supreme Court	\$412.20
9/30/2023	Copying cost	\$16.40

<i>Date</i>	<i>Description</i>	<i>Cost</i>
11/30/2023	Westlaw Computer Research	\$158.62
12/6/2023	Travel - 11/01 Airfare - RGM - Client meeting	\$435.45
12/6/2023	Travel - 11/06 Airfare - RGM	\$216.57
12/6/2023	Travel - 11/06 Airport Parking - RGM	\$36.00
12/6/2023	Travel - 11/21 Airfare (CMC) - RGM	\$226.34
12/6/2023	Travel - 11/21 Airfare (CMC) - SGS	\$481.77
12/6/2023	Travel - 11/21 Airport Parking - RGM for CMC	\$36.00
12/6/2023	Travel - 11/21 Uber - RGM	\$11.58
12/6/2023	Travel - 11/21 Uber - SGS to SFO for CMC	\$57.92
12/6/2023	Travel - 11/22 Taxi fare from SFO after CMC - SGS	\$76.32
12/6/2023	Travel - 11/22 Travel/meal (CMC)	\$20.83
12/18/2023	Postage - 12/18 Postage	\$2.70
12/27/2023	Court - 11/15 One Legal	\$25.94
1/8/2024	Court - 12/22 One Legal	\$25.94
1/16/2024	Pacer - 10/01/23--12/31/23 PACER	\$3.10
1/22/2024	Court - 12/14 One Legal	\$25.94
1/22/2024	Court - 12/18 One Legal	\$20.59
1/22/2024	Court - 12/20 One Legal	\$25.94
2/8/2024	Travel - airfare - SGS meet with co-counsel and class members in Anaheim 2/7/24	\$356.20
3/5/2024	Court - 02/15 Orange County Superior Court fee	\$8.20
3/5/2024	Travel - 02/07 - Uber - SGS from SFO after meeting in Anaheim	\$52.48
3/5/2024	Travel - 02/07 Uber - SGS to SFO for Anaheim meeting	\$76.77
3/5/2024	Travel - 02/07 Uber - SGS to SNA after meeting	\$40.35
3/11/2024	Econ One Invoice - Feb 2024	\$4,605.00
3/31/2024	Westlaw Computer Research	\$35.22
4/8/2024	Court - 03/04 One Legal	\$17.71
4/8/2024	Court - 03/13 One Legal	\$17.71
4/8/2024	Court - 03/15 One Legal	\$17.71
4/12/2024	Econ One Invoice - March 2024	\$18,364.00
5/9/2024	Econ One Invoice - April 2024	\$16,955.00
5/31/2024	Westlaw Computer Research	\$6.40
6/5/2024	Court - 05/04 One Legal Services	\$28.00
6/5/2024	Court - 05/07 One Legal Services	\$10.30
6/5/2024	Court - 05/14 One Legal Services	\$20.60
6/5/2024	Court - 05/31 One Legal Services	\$28.00
6/12/2024	EconOne Invoice - May 2024	\$34,075.00
6/27/2024	Postage 06/17 UPS Delivery	\$95.06
6/30/2024	Westlaw Computer Research	\$330.73
7/8/2024	Court - 06/04 ONE Legal	\$28.00
7/8/2024	Travel - Airfare to SNA for Disney mediation - SGS	\$328.14
7/8/2024	Travel - Hotel Accommodations 7/11 for meeting/ mediation - SGS	\$535.60
7/10/2024	Postage - 06/28 UPS Delivery	\$51.16
7/16/2024	Pacer - 04/01/2024--06/30/2024 PACER	\$2.00
7/22/2024	Econ One Invoice - June 2024 (paid half of June 2024 invoice)	\$24,830.00

Date	Description	Cost
7/31/2024	Westlaw Computer Research	\$69.96
8/5/2024	Travel - 07/11 Lyft to SFO for Disney mediation - SGS	\$89.99
8/5/2024	Travel - 07/11 Travel/meal - SGS	\$12.94
8/5/2024	Travel - 07/11 Travel/meal - SGS	\$17.78
8/5/2024	Travel - 07/13 Airfare - flight change to LAX - missed last SNA flight	\$219.21
8/5/2024	Travel - 07/13 Taxi from SFO after Disney mediation	\$72.19
8/5/2024	Travel - 07/13 Travel/meal - dinner - SGS	\$32.81
8/5/2024	Travel - 07/13 UBER to LAX after Disney mediation (missed last SNA flight) - SGS	\$67.95
8/5/2024	Travel - 07/15 - Lyft to SFO for Sodexo mediation - SGS	\$57.08
8/5/2024	Travel - 07/15 Lyft from LAX to hotel for Sodexo mediation - SGS	\$39.72
8/5/2024	Travel - 07/15 Travel/meal for Sodexo mediation	\$18.18
8/5/2024	Travel - 07/16 Hotel accommodations - Sodexo mediation - SGS	\$489.90
8/5/2024	Travel - 07/16 Uber from hotel to Sodexo mediation	\$22.97
8/5/2024	Travel - 07/17 Lyft from SFO after Sodexo mediation - SGS	\$56.90
8/5/2024	Travel - 07/17 Travel/meal - SGS	\$15.96
8/5/2024	Travel - 07/17 UBER to LAX after Sodexo mediation - SGS	\$77.90
9/5/2024	Econ One Invoice - August 2024	\$10,147.50
9/6/2024	Travel - Airfare for 9/7 Meeting with A. Grijalva - SGS	\$376.95
9/30/2024	Postage	\$100.00
9/30/2024	Westlaw Computer Research	\$46.74
10/4/2024	Travel - 09/07 Taxi from SFO after meeting with A. Grijalva - SGS	\$72.42
10/11/2024	Court - 09/25 One Legal Services	\$49.77
10/11/2024	Travel - 09/07 UBER from SNA to client meeting in Anaheim - SGS	\$42.45
10/11/2024	Travel - 09/07 UBER from SNA to client meeting in Anaheim - SGS	\$44.92
10/14/2024	Pacer Computer Research Charge 7/1/24--9/30/24	\$10.50
10/31/2024	Westlaw Computer Research	\$65.01
11/7/2024	Court - 10/07 Orange County Superior fee	\$7.50
11/7/2024	Court - 10/18 One Legal Services	\$28.08
11/7/2024	Court - 10/28 One Legal services	\$28.08
11/25/2024	EconOne Invoice - October 2024	\$35,735.00
11/30/2024	Westlaw Computer Research	\$3.64
12/4/2024	Travel - 11/20 LYFT from BUR for allocation meeting - SGS	\$52.62
12/4/2024	Travel - 11/20 LYFT from SFO - allocation meeting - SGS	\$56.31
12/4/2024	Travel - 11/20 LYFT to BUR from allocation meeting - SGS	\$51.93
12/4/2024	Travel - 11/20 LYFT to SFO - allocation meeting - SGS	\$62.85
12/5/2024	Travel - 11/19 Airfare - allocation issues meeting - SGS	\$496.94
1/6/2025	Travel - Airfare - SGS for client meeting re settlement agreement 12/11/25	\$451.78
1/10/2025	EconOne Invoice - December 2024	\$17,915.00
1/31/2025	Copying cost	\$61.60

Date	Description	Cost
2/4/2025	Travel - 01/13 Airfare for hearing 1/17 - change of return flight from LAX to SNA due to fires	\$218.01
2/4/2025	Travel - 01/17 LYFT to SFO for prelim approval hearing - SGS	\$71.93
2/4/2025	Travel - Airfare to SNA for hearing on prelim approval motion 1/17	\$336.91
2/7/2025	Court - 01/28 One Legal services	\$30.15
2/7/2025	Travel - 01/16 Travel/meal - SGS	\$18.74
2/7/2025	Travel - 01/17 Hotel Accommodations - prelim approval hearing - SGS	\$223.83
2/7/2025	Travel - 01/17 Travel/meal - SGS	\$8.62
2/7/2025	Travel - 01/17 Travel/meal - SGS preliminary approval	\$16.39
2/7/2025	Travel - 01/17 Uber - SGS for travel from SFO after 1/17 preliminary approval hearing	\$53.94
2/7/2025	Travel - 01/17 Uber - SGS from hotel to court for prelim approval	\$24.97
2/7/2025	Travel - 01/18 Travel/meal - SGS	\$22.32
2/7/2025	Travel - 02/03 Airfare - SGS change fee	\$63.98
2/26/2025	Travel - 02/04 Airfare for meeting with class members	\$457.40
2/26/2025	Travel - 02/04 Travel/meal	\$55.94
2/26/2025	Travel - 02/04--02/06 Hotel Accommodations - Meeting with Class members - RGM	\$594.58
2/26/2025	Travel - 02/04--02/06 SFO Parking - RGM	\$76.00
2/26/2025	Travel - 02/05 Lyft rides - transport to meeting w/class members - RGM	\$63.08
2/26/2025	Travel - 02/05 Travel/meal	\$44.42
2/28/2025	Westlaw Computer Research	\$134.05
3/7/2025	EconOne Invoice - February 2025	\$1,813.50
3/10/2025	Court - 02/19 One Legal Services	\$51.83
3/10/2025	Court - 02/21 One Legal services	\$30.15
3/10/2025	Travel - 02/05 LYFT fare - EJC - class member meeting	\$85.51
3/10/2025	Travel - 02/05 Travel/meal - EJC - class member meeting	\$18.26
3/10/2025	Travel - 02/06 Airfare - EJC class member meeting	\$118.48
3/10/2025	Travel - 02/07 LYFT fare - EJC class member meeting	\$65.99
3/31/2025	Copying cost	\$3.40
4/9/2025	Court - 03/24 One Legal services	\$30.15
4/9/2025	Court - 03/24 One Legal services	\$30.15
4/9/2025	Court - 03/28 One Legal services	\$93.13
4/9/2025	Court - 03/28 Orange County Superior Court fee	\$8.20
4/9/2025	Court - 04/02 One Legal services	\$30.15
4/9/2025	Travel - Flight change fee for preliminary approval 3/21- SGS	\$114.99
4/15/2025	Pacer Computer Research Charge 01/01/25--03/31/2025	\$4.20
5/6/2025	Econ One Invoice - April 2025	\$12,777.00
5/6/2025	Travel - 04/07 Airfare - Flight to SNA for hearing on prelim approval - SGS	\$143.66
5/6/2025	Travel - 04/30 Airline fee for change of flight for Sodexo prelim approval motion - SGS	\$38.18
5/23/2025	Travel - 05/20 Lyft fare - RGM - class member meeting	\$42.54

<i>Date</i>	<i>Description</i>	<i>Cost</i>
5/23/2025	Travel - 05/20 Lyft fare - RGM - class member meeting	\$37.94
5/23/2025	Travel - 05/20 SFO Parking for Class Member Meeting- RGM	\$38.00
5/23/2025	Travel - 05/21 Travel/meal - RGM class member meeting	\$18.61
5/23/2025	Travel - 5/20 Airfare - RGM	\$327.58
6/23/2025	Court -05/09 Orange County Superior Court fees	\$22.71
7/7/2025	Econ One Invoice - June 2025	\$1,102.00
<i>Grand Total</i>		<i>\$213,140.08</i>

DECLARATION OF SARAH GROSSMAN-SWENSON

EXHIBIT 3

Index of EconOne Invoices

	Date	Invoice No.	Amount	Paid by
1.	Feb. 2024	25452	\$4,605.00	MSH
2.	March 2024	25617	\$18,364.00	MSH
3.	April 2024	25820	\$16,955.00	MSH
4.	May 2024	26072	\$34,075.00	MSH
5.	June 2024	26229	\$49,660.00	MSH (\$24,830) & HSRD (\$24,830)
6.	July 2024	26366	\$14,352.50	HSRD
7.	Aug. 2024	26507	\$10,147.50	MSH
8.	Sept. 2024	26773	\$17,167.50	HSRD
9.	Oct. 2024	26910	\$35,735.00	MSH
10.	Nov. 2024	27118	\$23,647.50	HSRD
11.	Dec. 2024	27291	\$17,915.00	MSH
12.	Jan. 2025	27470	\$13,509.00	HSRD
13.	Feb. 2025	27644	\$1,813.50	MSH
14.	March 2025	27835	\$18,649.50	HSRD
15.	April 2025	27931	\$12,777.00	MSH
16.	May 2025	28214	\$10,116.00	HSRD
17.	June 2025	28270	\$1,102	MSH

HSRD Total	\$122,272
MSH Total	\$178,319
GRAND TOTAL	\$300,591

INVOICE #
25452
Issue Date

2/29/2024

Billing Period

2/1/2024 - 2/29/2024

To

Sarah Grossman-Swenson, Esq.
McCracken, Stemerman
& Holsberry, LLP
475 14th Street, Suite 1200
Oakland, CA 94612

Via Email

sgs@msh.law

IN RE:

Page 1 of 2

Grace et al v. Walt Disney Co.
Professional Services
Total

Research/Analysis	\$	3,202.50
-------------------	----	----------

Client Communication/Project Management/Other		1,402.50
---	--	----------

Subtotal for Professional Services	\$	4,605.00
------------------------------------	----	----------

Total Due	\$	4,605.00
------------------	-----------	-----------------

TOTAL DUE UPON RECEIPT
PLEASE REMIT PAYMENT VIA WIRE OR ACH PER INSTRUCTIONS BELOW*
Payment information:
If wire and ACH not possible, please remit check to:
[Redacted]

INVOICE #
25617
IN RE:
Page 1 of 2
Grace et al v. Walt Disney Co.
Issue Date

3/31/2024

Billing Period

3/1/2024 - 3/31/2024

To

Sarah Grossman-Swenson, Esq.
 McCracken, Stemerman
 & Holsberry, LLP
 475 14th Street, Suite 1200
 Oakland, CA 94612

Via Email

sgs@msh.law

Professional Services
Total

Research/Analysis	\$	13,255.00
Client Communication/Project Management/Other		3,575.00
Audit Research/Analysis		1,534.00

Subtotal for Professional Services \$ 18,364.00

Total Due \$ 18,364.00

TOTAL DUE UPON RECEIPT
PLEASE REMIT PAYMENT VIA WIRE OR ACH PER INSTRUCTIONS BELOW*
Payment information:
If wire and ACH not possible, please remit check to:
[Redacted]

INVOICE #
25820
Issue Date

4/30/2024

Billing Period

4/1/2024 - 4/30/2024

To

Sarah Grossman-Swenson, Esq.
 McCracken, Stemerman
 & Holsberry, LLP
 475 14th Street, Suite 1200
 Oakland, CA 94612

Via Email

sgs@msh.law

IN RE:
Page 1 of 2
Grace et al v. Walt Disney Co.
Professional Services
Total

Research/Analysis	\$ 12,677.50
-------------------	--------------

Client Communication/Project Management/Other	4,277.50
---	----------

Subtotal for Professional Services	\$ 16,955.00
------------------------------------	--------------

Total Due	\$ 16,955.00
------------------	---------------------

TOTAL DUE UPON RECEIPT
PLEASE REMIT PAYMENT VIA WIRE OR ACH PER INSTRUCTIONS BELOW*
Payment information:
If wire and ACH not possible, please remit check to:
[Redacted]

INVOICE #
26072
Issue Date

5/31/2024

Billing Period

5/1/2024 - 5/31/2024

To

Sarah Grossman-Swenson, Esq.
 McCracken, Stemerman
 & Holsberry, LLP
 475 14th Street, Suite 1200
 Oakland, CA 94612

Via Email

sgs@msh.law

IN RE:
Page 1 of 2
Grace et al v. Walt Disney Co.
Professional Services
Total

Research/Analysis	\$	29,120.00
-------------------	----	-----------

Client Communication/Project Management/Other		4,955.00
---	--	----------

Subtotal for Professional Services	\$	34,075.00
------------------------------------	----	-----------

Total Due	\$	34,075.00
------------------	-----------	------------------

TOTAL DUE UPON RECEIPT
PLEASE REMIT PAYMENT VIA WIRE OR ACH PER INSTRUCTIONS BELOW*
Payment information:
If wire and ACH not possible, please remit check to:
[Redacted]

INVOICE #
26229
IN RE:
Page 1 of 2
Grace et al v. Walt Disney Co.
Issue Date

6/30/2024

Billing Period

6/1/2024 - 6/30/2024

To

Sarah Grossman-Swenson, Esq.
McCracken, Stemerman
& Holsberry, LLP
475 14th Street, Suite 1200
Oakland, CA 94612

Via Email

sgs@msh.law

Professional Services
Total

Research/Analysis	\$	35,786.50
-------------------	----	-----------

Audit Research/Analysis		8,771.00
-------------------------	--	----------

Client Communication/Project Management/Other		5,102.50
---	--	----------

Subtotal for Professional Services	\$	49,660.00
------------------------------------	----	-----------

Total Due	\$	49,660.00
------------------	-----------	------------------

TOTAL DUE UPON RECEIPT
PLEASE REMIT PAYMENT VIA WIRE OR ACH PER INSTRUCTIONS BELOW*
Payment information:
If wire and ACH not possible, please remit check to:
[Redacted]

INVOICE #
26366
Issue Date

7/31/2024

Billing Period

7/1/2024 - 7/31/2024

To

Sarah Grossman-Swenson, Esq.
 McCracken, Stemerman
 & Holsberry, LLP
 475 14th Street
 Suite 1200
 Oakland, CA 94612

Via Email

sgs@msh.law

IN RE:
Page 1 of 3
Grace et al v. Walt Disney Co.
This Invoice

Professional Services

Total

\$ 14,352.50

Total This Invoice \$ 14,352.50

Outstanding Invoices

Invoice 26229 (6/30/2024)

Total

\$ 24,830.00

Outstanding Balance \$ 24,830.00

Total Due \$ 39,182.50
PLEASE REMIT PAYMENT VIA WIRE OR ACH PER INSTRUCTIONS BELOW*
Payment information:
If wire and ACH not possible, please remit check to:
[Redacted]

INVOICE #
26366
Issue Date

7/31/2024

Billing Period

7/1/2024 - 7/31/2024

To

Sarah Grossman-Swenson, Esq.
 McCracken, Stemerman
 & Holsberry, LLP
 475 14th Street
 Suite 1200
 Oakland, CA 94612

Via Email

sgs@msh.law

IN RE:
Page 2 of 3
Grace et al v. Walt Disney Co.
Professional Services
Total

Research/Analysis	\$	8,517.50
Audit Research/Analysis		3,905.00
Client Communication/Project Management/Other		1,930.00

Subtotal for Professional Services \$ 14,352.50

Total This Invoice \$ 14,352.50

TOTAL DUE UPON RECEIPT
PLEASE REMIT PAYMENT VIA WIRE OR ACH PER INSTRUCTIONS BELOW*
Payment information:
If wire and ACH not possible, please remit check to:
[Redacted]

INVOICE #
26507
Issue Date

8/31/2024

Billing Period

8/1/2024 - 8/31/2024

To

Sarah Grossman-Swenson, Esq.
 McCracken, Stemerman
 & Holsberry, LLP
 475 14th Street
 Suite 1200
 Oakland, CA 94612

Via Email

sgs@msh.law

IN RE:
Page 1 of 2
Grace et al v. Walt Disney Co.
Professional Services

	Total	
Research/Analysis	\$	7,672.50
Client Communication/Project Management/Other		2,475.00
Subtotal for Professional Services	\$	10,147.50

Total Due \$ 10,147.50
TOTAL DUE UPON RECEIPT
PLEASE REMIT PAYMENT VIA WIRE OR ACH PER INSTRUCTIONS BELOW*
Payment information:
If wire and ACH not possible, please remit check to:
[Redacted]

INVOICE #
26773
IN RE:
Page 1 of 2
Grace et al v. Walt Disney Co.
Issue Date

9/30/2024

Billing Period

9/1/2024 - 9/30/2024

To

Sarah Grossman-Swenson, Esq.
 McCracken, Stemerman
 & Holsberry, LLP
 475 14th Street
 Suite 1200
 Oakland, CA 94612

Via Email

sgs@msh.law

Professional Services
Total

Research/Analysis	\$	14,952.50
Audit Research/Analysis		1,182.50
Client Communication/Project Management/Other		1,032.50

Subtotal for Professional Services \$ 17,167.50

Total Due \$ 17,167.50

TOTAL DUE UPON RECEIPT
PLEASE REMIT PAYMENT VIA WIRE OR ACH PER INSTRUCTIONS BELOW*
Payment information:
If wire and ACH not possible, please remit check to:
[Redacted]

INVOICE #
26910
Issue Date

10/31/2024

Billing Period

10/1/2024 - 10/31/2024

To

Sarah Grossman-Swenson, Esq.
McCracken, Stemerman
& Holsberry, LLP
475 14th Street
Suite 1200
Oakland, CA 94612

Via Email

sgs@msh.law

IN RE:

Page 1 of 2

Grace et al v. Walt Disney Co.
Professional Services
Total

Research/Analysis	\$	24,112.50
Audit Research/Analysis		9,375.00
Client Communication/Project Management/Other		2,247.50

Subtotal for Professional Services \$ 35,735.00

Total Due \$ 35,735.00

TOTAL DUE UPON RECEIPT
PLEASE REMIT PAYMENT VIA WIRE OR ACH PER INSTRUCTIONS BELOW*
Payment information:
If wire and ACH not possible, please remit check to:
[Redacted]

INVOICE #
27118
Issue Date

11/30/2024

Billing Period

11/1/2024 - 11/30/2024

To

Sarah Grossman-Swenson, Esq.
 McCracken, Stemerman
 & Holsberry, LLP
 475 14th Street
 Suite 1200
 Oakland, CA 94612

Via Email

sgs@msh.law

IN RE:
Page 1 of 2
Grace et al v. Walt Disney Co.

Professional Services		Total
Research/Analysis	\$	15,065.00
Audit Research/Analysis		6,050.00
Client Communication/Project Management/Other		2,532.50
Subtotal for Professional Services		\$ 23,647.50
Total Due		\$ 23,647.50

TOTAL DUE UPON RECEIPT
PLEASE REMIT PAYMENT VIA WIRE OR ACH PER INSTRUCTIONS BELOW*
Payment information:
If wire and ACH not possible, please remit check to:
[Redacted]

INVOICE #
27291
Issue Date

12/31/2024

Billing Period

12/1/2024 - 12/31/2024

To

Sarah Grossman-Swenson, Esq.
 McCracken, Stemerman
 & Holsberry, LLP
 475 14th Street
 Suite 1200
 Oakland, CA 94612

Via Email

sgs@msh.law

IN RE:
Page 1 of 2
Grace et al v. Walt Disney Co.

Professional Services		Total
Research/Analysis	\$	14,647.50
Audit Research/Analysis		1,650.00
Client Communication/Project Management/Other		1,617.50
Subtotal for Professional Services		\$ 17,915.00
Total Due		\$ 17,915.00

TOTAL DUE UPON RECEIPT
PLEASE REMIT PAYMENT VIA WIRE OR ACH PER INSTRUCTIONS BELOW*
Payment information:
If wire and ACH not possible, please remit check to:
[Redacted]

INVOICE #
27470
IN RE:
Page 1 of 2
Grace et al v. Walt Disney Co.
Issue Date

1/31/2025

Billing Period

1/1/2025 - 1/31/2025

To

Sarah Grossman-Swenson, Esq.
 McCracken, Stemerman
 & Holsberry, LLP
 475 14th Street
 Suite 1200
 Oakland, CA 94612

Via Email

sgs@msh.law

Professional Services
Total

Research/Analysis	\$	10,399.00
Audit Research/Analysis		2,030.00
Client Communication/Project Management/Other		1,080.00

Subtotal for Professional Services \$ 13,509.00

Total Due \$ 13,509.00

TOTAL DUE UPON RECEIPT
PLEASE REMIT PAYMENT VIA WIRE OR ACH PER INSTRUCTIONS BELOW*
Payment information:
If wire and ACH not possible, please remit check to:
[Redacted]

INVOICE #
27644
Issue Date

2/28/2025

Billing Period

2/1/2025 - 2/28/2025

To

Sarah Grossman-Swenson, Esq.
 McCracken, Stemerman
 & Holsberry, LLP
 475 14th Street
 Suite 1200
 Oakland, CA 94612

Via Email

sgs@msh.law

IN RE:
Page 1 of 2
Grace et al v. Walt Disney Co.
Professional Services
Total

Client Communication/Project Management/Other	\$	1,668.50
---	----	----------

Research/Analysis		145.00
-------------------	--	--------

Subtotal for Professional Services	\$	1,813.50
------------------------------------	----	----------

Total Due	\$	1,813.50
------------------	-----------	-----------------

TOTAL DUE UPON RECEIPT
PLEASE REMIT PAYMENT VIA WIRE OR ACH PER INSTRUCTIONS BELOW*
Payment information:
If wire and ACH not possible, please remit check to:
[Redacted]

INVOICE #
27835
IN RE:
Page 1 of 2
Grace et al v. Walt Disney Co.
Issue Date

3/31/2025

Billing Period

3/1/2025 - 3/31/2025

To

Sarah Grossman-Swenson, Esq.
 McCracken, Stemerman
 & Holsberry, LLP
 475 14th Street
 Suite 1200
 Oakland, CA 94612

Via Email

sgs@msh.law

Professional Services
Total

Research/Analysis	\$	16,184.50
Audit Research/Analysis		1,595.00
Client Communication/Project Management/Other		870.00

Subtotal for Professional Services \$ 18,649.50

Total Due \$ 18,649.50

TOTAL DUE UPON RECEIPT
PLEASE REMIT PAYMENT VIA WIRE OR ACH PER INSTRUCTIONS BELOW*
Payment information:
If wire and ACH not possible, please remit check to:
[Redacted]

INVOICE #
27931
IN RE:
Page 1 of 2
Grace et al v. Walt Disney Co.
Issue Date

4/30/2025

Billing Period

4/1/2025 - 4/30/2025

To

Sarah Grossman-Swenson, Esq.
 McCracken, Stemerman
 & Holsberry, LLP
 475 14th Street
 Suite 1200
 Oakland, CA 94612

Via Email

sgs@msh.law

Professional Services
Total

Research/Analysis	\$	8,091.00
Audit Research/Analysis		4,396.00
Client Communication/Project Management/Other		290.00

Subtotal for Professional Services \$ 12,777.00

Total Due \$ 12,777.00

TOTAL DUE UPON RECEIPT
PLEASE REMIT PAYMENT VIA WIRE OR ACH PER INSTRUCTIONS BELOW*
Payment information:
If wire and ACH not possible, please remit check to:
[Redacted]

INVOICE #
28214
IN RE:
Page 1 of 2
Grace et al v. Walt Disney Co.
Issue Date

5/31/2025

Billing Period

5/1/2025 - 5/31/2025

To

Sarah Grossman-Swenson, Esq.
 McCracken, Stemerman
 & Holsberry, LLP
 475 14th Street
 Suite 1200
 Oakland, CA 94612

Via Email

sgs@msh.law

Professional Services
Total

Research/Analysis	\$	6,003.00
Client Communication/Project Management/Other		2,175.00
Audit Research/Analysis		1,938.00

Subtotal for Professional Services \$ 10,116.00

Total Due \$ 10,116.00

TOTAL DUE UPON RECEIPT
PLEASE REMIT PAYMENT VIA WIRE OR ACH PER INSTRUCTIONS BELOW*
Payment information:
If wire and ACH not possible, please remit check to:
[Redacted]

INVOICE #
28270
IN RE:
Page 1 of 2
Grace et al v. Walt Disney Co.
Issue Date

6/30/2025

Billing Period

6/1/2025 - 6/30/2025

Professional Services
Total

Client Communication/Project Management/Other	\$	1,102.00
---	----	----------

Subtotal for Professional Services	\$	1,102.00
------------------------------------	----	----------

To

Sarah Grossman-Swenson, Esq.
 McCracken, Stemerman
 & Holsberry, LLP
 475 14th Street
 Suite 1200
 Oakland, CA 94612

Total Due	\$	1,102.00
------------------	-----------	-----------------

Via Email

sgs@msh.law

TOTAL DUE UPON RECEIPT
PLEASE REMIT PAYMENT VIA WIRE OR ACH PER INSTRUCTIONS BELOW*
Payment information:
If wire and ACH not possible, please remit check to:
[Redacted]