

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

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

Plaintiffs,

v.

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

Defendants.

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

**[PROPOSED] JUDGMENT AS TO
SODEXO DEFENDANTS**

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

Action Filed: December 6, 2019

1 **JUDGMENT**

2 Pursuant to the terms set forth in the Class Action Settlement Agreement entered into by the
3 Parties (“Settlement Agreement”), and in accordance with the Order Granting Final Approval of Class
4 Action Settlement, Attorneys’ Fees and Reimbursement of Costs, and good cause appearing there from,

5 JUDGMENT IS HEREBY ENTERED in accordance therewith as between Plaintiff Kathleen
6 Grace (“Plaintiff”), and all nonexempt current and former individuals employed by Sodexo, Inc.,
7 or any of its subsidiaries, parents, and affiliated entities, including but not limited to SodexoMagic, LLC
8 and who worked in Disney theme parks and hotels in Anaheim, California, on or after January 1, 2019,
9 who reside in California, and who were not paid hourly wages of at least the amounts required by Title
10 6, Chapter 6.99 of the Anaheim Municipal Code at any time from January 1, 2019 until May 2, 2025, on
11 the one hand, and Defendants Sodexo, Inc. and SodexoMagic, LLC (the “Sodexo Defendants”), on the
12 other hand. Judgment is hereby entered on the merits and with prejudice as to Sodexo, without fees or
13 costs to any party except as provided in the Settlement Agreement and awarded by the Court.

14 Without affecting the finality of this Judgment in any way, this Court hereby retains continuing
15 jurisdiction over: (a) implementation of the Settlement Agreement and any award or plan of allocation
16 for distribution of the Settlement Fund; (b) matters relating to attorneys' fees, costs, interest, and
17 expenses in the above-captioned action; and (c) all parties hereto for the purpose of construing,
18 enforcing and administering the Settlement.

19 In the event that the Settlement does not become effective in accordance with the terms of the
20 Settlement Agreement, then this Judgment shall be rendered null and void to the extent provided by and
21 in accordance with the Settlement Agreement and shall be vacated and, in such event, all orders entered,
22 and releases delivered in connection herewith shall be null and void to the extent provided by and in
23 accordance with the Settlement Agreement.

24 The Court hereby certifies for settlement purposes only the following Class: All nonexempt
25 current and former individuals employed by Sodexo in Disney theme parks and hotels in Anaheim,
26 California, on or after January 1, 2019, who reside in California, and who were not paid hourly wages of
27 at least the amounts required by Title 6, Chapter 6.99 of the Anaheim Municipal Code at any time from
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1 January 1, 2019 until May 2, 2025.

2 The terms of the Class Action Settlement Agreement shall be forever binding on all participating
3 Class Members. Participating Class Members have released and forever discharged the Sodexo
4 Defendants and Released Parties from any and all Released Claims as set forth below:

5 a. “Released Claims” means all claims made or that could have been made based
6 on the facts pled in this Action, from January 1, 2019, through the Preliminary Approval
7 Order entered in this case including, but not limited to, the alleged: (1) failure to pay the
8 minimum wage or service charges required by Anaheim Municipal Code Title 6, Ch.
9 6.99; (2) waiting time penalties / failure to timely pay all wages due at separation (Labor
10 Code §§ 201, 202, 203); (3) violation of the Unfair Competition Law (Business &
11 Professions Code § 17200, et seq.); (4) failure to pay overtime wages (Labor Code §§
12 510, 553, 558, 1194, 1198); (5) failure to provide accurate itemized wage statements
13 (Labor Code § 226); and (6) violation of the Private Attorneys General Act, Labor Code
14 § 2698 et seq. Released Claims shall not include the right of any Settlement Class
15 Member or any of the Releasing Parties to enforce the terms of this Settlement
16 Agreement and shall not include the claims of Persons who have timely excluded
17 themselves from the Settlement Class.

18 b. “Released PAGA Claims” shall mean claims made or which could have been
19 made for civil penalties under the California Labor Code Private Attorneys General Act
20 of 2004 (“PAGA”), Labor Code section 2698, et seq., based on the facts pled in this
21 Action, from January 1, 2019, through the Preliminary Approval Order entered in this
22 case including, but not limited to, the alleged: (1) failure to pay the minimum wage or
23 service charges required by Anaheim Municipal Code Title 6, Ch. 6.99; (2) waiting time
24 penalties / failure to timely pay all wages due at separation (Labor Code §§ 201, 202,
25 203); (3) violation of the Unfair Competition Law (Business & Professions Code §
26 17200, et seq.); (4) failure to pay overtime wages (Labor Code §§ 510, 553, 558, 1194,
27 1198); (5) failure to provide accurate itemized wage statements (Labor Code § 226); and
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(6) violation of the Private Attorneys General Act, Labor Code § 2698 et seq. PAGA Released Claims shall not include the right of any Settlement Class Member or any of the Releasing Parties to enforce the terms of this Settlement Agreement. Settlement Class Members cannot opt out of the release of their PAGA claims in this Action.

c. “Released Parties” means Sodexo, Inc. and SodexoMagic, LLC, as well as any and all of their current, former, and future predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, limited liability companies, partnerships, and corporations, but not including The Walt Disney Company and Walt Disney Parks and Resorts, U.S., Inc. Each of the Released Parties is a “Released Party.”

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

e. Participating Class Members agree to release, waive, not to sue, file an administrative charge/complaint, or otherwise make any claim against any of the Released Parties seeking any form of relief, remedy, or recovery based on any of the Released Claims. It is the intent of the Parties that the Final Approval Order entered by the Court shall have full *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of the Plaintiffs and Class Members, and that it be final and binding upon Participating Class Members regarding the Released Claims.

No class members have requested exclusion.

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1 The Settlement Administrator shall post this Judgment on a website accessible to Class Members
2 for 30 days, and file a declaration confirming all terms of the settlement have been completed, including
3 a summary of all distributions made pursuant to the Settlement Agreement, by May 15, 2026, at 4:00
4 p.m.

5 **IT IS SO ORDERED.**

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8 DATED: _____, 2025

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