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*Attorneys for Plaintiffs, the Certified Class,
and Aggrieved Employees*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LARONDA RASMUSSEN, et al.,
Plaintiffs,
vs.
THE WALT DISNEY COMPANY, et al.,
Defendants.

Civil Case No.: 19STCV10974

CLASS ACTION

ASSIGNED FOR ALL PURPOSES TO:
Hon. Elihu M. Berle

**[PROPOSED] REVISED FINAL ORDER
AND JUDGMENT**

Date: September 15, 2025
Time: 9:00 a.m.
Location: Dept. 6

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Attorneys for Plaintiffs, the Class, and Aggrieved Employees

1 Plaintiffs' Notice of Motion and Motion for Preliminary Approval of Class Action Settlement
2 came on for hearing on September 15, 2025 at 9:00 a.m., in Department 6 of the Superior Court of
3 California, County of Los Angeles.

4 On May 20, 2025, the Court issued an order (1) preliminarily approving the Settlement,
5 including the settlement amount and the plan for allocation and distribution of the Settlement funds;
6 (2) conditionally approving Plaintiffs LaRonda Rasmussen, Karen Moore, Virginia Eady-Marshall,
7 Enny Joo, Rebecca Train, Nancy Dolan, Anabel Pareja Sinn, Dawn Johnson, and Chelsea Buckley as
8 the Settlement Class Representatives, and conditionally approving Dardarian Ho Kan & Lee, Andrus
9 Anderson, and Cohen Milstein Sellers & Toll as Class Counsel for the Settlement Class; (3)
10 confirming the definition of the previously certified Equal Pay Act class and conditionally certifying
11 the FEHA Settlement Class for settlement purposes only; (4) approving CPT Group as the Settlement
12 Administrator for the purposes of the Settlement; (5) ordering the proposed class notice to be sent to
13 the Settlement Class Members; (6) setting September 15, 2025 at 9:00 a.m. for the hearing on
14 Plaintiffs' Motion for Final Approval of Class and Representative Action Settlement, and Motion for
15 Attorneys' Fees and Costs and Service Awards.

16 Having considered: Plaintiffs' Notice of Motion and Motion for Final Approval of Class and
17 Representative Action Settlement; Notice of Motion and Motion for Attorneys' Fees, Costs, and
18 Service Awards; the Memoranda of Points and Authorities in Support Thereof; the Declarations of
19 James Kan, Lori E. Andrus, and Christine E. Webber in Support of both motions; the Compendium of
20 Plaintiffs' Declarations in Support of Plaintiffs' Motion for Preliminary Approval of Class and
21 Representative Action Settlement (which includes declarations of Plaintiffs LaRonda Rasmussen,
22 Karen Moore, Virginia Eady-Marshall, Enny Joo, Rebecca Train, Nancy Dolan, Anabel Pareja Sinn,
23 Dawn Johnson, and Chelsea Buckley); the Declaration of William Argueta Regarding Notice and
24 Claims Administration, Plaintiffs' Supplemental Memoranda of Points and Authorities, the
25 Supplemental Declarations of William Argueta, Lori E. Andrus, Christine E. Webber, and James Kan
26 and the Supplemental Memorandum of Points and Authorities in Support of Costs; the Declaration of
27 James Kan Re: Withdrawal of Sole Objection; and all other documents filed in this action the Court
28 hereby **FINDS, CONCLUDES, and ORDERS as follows:**

1 1. All terms used herein shall have the same meaning as defined in the Settlement
2 Agreement, which was attached as Exhibit 1 to the Declaration of James Kan filed on July 14, 2025.

3 2. This Court has jurisdiction over the subject matter of this Action (“Action” means
4 *LaRonda Rasmussen et al. v. The Walt Disney Company, et al.*) filed in Los Angeles County Superior
5 Court, Civil Case No. 19STCV10974 and over all Parties to this action, including all Settlement Class
6 Members.

7 3. Plaintiffs LaRonda Rasmussen, Karen Moore, Virginia Eady-Marshall, Enny Joo,
8 Rebecca Train, Nancy Dolan, Anabel Pareja Sinn, Dawn Johnson, and Chelsea Buckley are approved
9 as the Settlement Class Representatives, and Andrus Anderson, Cohen Milstein Sellers & Toll PLLC,
10 and Dardarian Ho Kan & Lee are approved as Class Counsel for the Settlement Class.

11 4. The Court notes that it previously certified the EPA Class and related derivative claims.
12 The Court confirms the certified EPA Class is defined as “Women who have been or will be employed
13 by a Disney-Related Company in California, between April 1, 2015 and December 28, 2024, below the
14 level of Vice President, and in a salaried, full-time, non-union position with a Job Level of B1-B4, T1-
15 T4, TL, P1-P6, P2L-P5L, M1-M3, A1-5, E0, E1, or E1X assigned to a full job family that is not
16 ‘other.’” For Settlement purposes only, the FEHA Settlement Class is defined as, “Women who have
17 been or will be employed by a Disney-Related Company in California, between April 1, 2015 and
18 December 28, 2024, below the level of Vice President, and in a salaried, full-time, non-union position
19 with a Job Level of B1-B4, T1-T4, TL, P1-P6, P2L-P5L, M1-M3, A1-5, E0, E1, or E1X.” Both
20 Classes exclude: (a) individuals working in Hulu, ESPN, Pixar, 21st Century (Fox), FX, National
21 Geographic, Bamtech, and ILM; (b) employees in the HR Compensation job family; (c) in-house
22 employment counsel; (d) any paralegals and legal assistants involved in assisting with respect to this
23 case; and (e) any judge to whom the case is assigned and immediate family members of such judge.
24 These Classes also exclude any individual who submitted timely and valid requests to opt-out. The
25 individuals who opted out are listed in the sealed attachment to the Supplemental Declaration of
26 William Argueta (September 2, 2025).

27 5. For the purposes of this Settlement only, this Court finds and concludes that: (a) the
28 proposed FEHA Settlement Class is ascertainable and so numerous that joinder of all members of the

1 class is impracticable; (b) there are questions of law and fact common to the proposed Settlement
2 Class, and there is a well-defined community of interest among members of the proposed Settlement
3 Class; (c) the claims of the Class Representatives are typical of the claims of the members of the
4 proposed Settlement Class; (d) the Class Representatives have and will fairly and adequately protect
5 the interests of Settlement Class Members; (e) a class action is superior to other available methods for
6 efficient adjudication of this controversy in the context of settlement; and (f) Plaintiffs' Counsel is
7 qualified to serve as Class Counsel. The Court hereby certifies the FEHA Settlement Class for
8 settlement purposes only.

9 6. Pursuant to the Settlement Agreement and May 20, 2025 Order Granting Preliminary
10 Approval of Class and Representative Action Settlement, the Court-approved notice was mailed to
11 each member of the Settlement Class. Copies of the Notice were also emailed to all Settlement Class
12 Members for whom valid, known email addresses exist. In addition, the Settlement Administrator
13 published a toll-free phone number and settlement website including a summary of key dates, the
14 Settlement Administrator's contact information, and important case documents such as the Notice and
15 Preliminary Approval Order. The Notice fully and accurately informed the Settlement Class Members
16 of all material elements of the Settlement and of their opportunity to participate in, object to or
17 comment on, or seek exclusion from the Settlement. Adequate periods of time were provided for each
18 of these procedures. The Court finds that this notice procedure afforded adequate protections and that
19 the notice provided was the best notice practicable.

20 7. Seventy-seven (77) Settlement Class Members opted out of the Settlement. Two
21 hundred thirty-nine (239) individuals excluded themselves from the class prior to the settlement, in
22 response to the notice of class certification. One Settlement Class Member objected to the Settlement.
23 Attached as Exhibit B to the Supplemental Declaration of William Argueta, filed September 4, 2025, is
24 a list of individuals who submitted timely and valid requests to opt out of the Settlement or in response
25 to the notice of class certification and are hereby excluded from this Settlement.

26 8. There are no valid objections to the Settlement. The lone objection was withdrawn on
27 November 18, 2025. Even if not withdrawn, the objection addressed only the individual allocation for
28 that class member, suggesting a higher number based on comparing her pay with her estimate of what

1 her male peers were paid. Plaintiffs in this case sought damages based upon the average percentage
2 disparity in pay, not by identifying individual comparators for each class member. The Settlement
3 provides for the use of that percentage in allocating the settlement fund, as was set forth in the Notice
4 delivered to each class member. Class members had the opportunity to opt-out if they wished to
5 pursue a more individualized claim, but the objecting class member did not choose to do so. Nothing
6 raised by the objection would change this Court's view of the fairness of the settlement, even if it had
7 not been withdrawn. Since it was withdrawn that provides even greater evidence that the class as a
8 whole is satisfied with the settlement and wishes it to proceed.

9 9. Plaintiffs' motion makes an adequate analysis required by *Kullar v. Foot Locker Retail*,
10 168 Cal. App. 4th 116 (2008) and explains that the Settlement is fair, reasonable, and adequate in light
11 of: (1) "the risk, expense, complexity and likely duration of further litigation, including the risk of
12 maintaining class action status through trial;" (2) the strength of the plaintiff's case balanced against
13 the settlement amount; (3) "the extent of discovery completed and the stage of the proceedings;" (4)
14 "the experience and view of counsel" and (5) "the reaction of the class members to the proposed
15 settlement." *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 128 (2008) (quoting *Dunk v.*
16 *Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996)).

17 10. The Court finds that the Settlement was reached following meaningful discovery and
18 the Settlement is the result of informed, arms-length negotiations between the Parties. The Settlement
19 was negotiated by experienced counsel with the assistance of mediator Hunter Hughes. The Court
20 gives "considerable weight to the competency and integrity of counsel and the involvement of a neutral
21 mediator in [concluding] that [the] settlement agreement represents an arm's length transaction entered
22 without self-dealing or other potential misconduct." *Kullar*, 168 Cal. App. 4th at 129. The Court and
23 the Settlement Classes have been informed of separately negotiated individual settlements,
24 independent of the class settlement, for the nine Named Plaintiffs involving non-class claims. The
25 Court finds that the Named Plaintiffs remain adequate and typical Class Representatives, that
26 Plaintiffs' Counsel remain adequate Class Counsel, and that these independent individual settlements
27 present no conflict of interest with the Settlement Class.

1 11. The Court finds that the Settlement is fair, reasonable, and adequate, and satisfies the
2 standards and requirements for final approval under California law, including the provisions of
3 California Code of Civil Procedure section 382.

4 12. The Court hereby grants final approval of the Settlement. The Parties to the Settlement
5 Agreement shall implement the Settlement Agreement according to its terms revised by the
6 Preliminary Approval Order, and the terms and conditions set forth in this Final Approval Order.

7 13. It is hereby ordered that within thirty (30) days after the Effective Date of the
8 Settlement Agreement, Defendants shall transfer the Total Settlement Amount (\$43,250,000.00) to the
9 Settlement Administrator. The Settlement Payments to the Participating Settlement Class Members
10 and the portion of the PAGA Payment allocated to each PAGA Group Member will be made within
11 twenty (20) days after Defendants transfer the Total Settlement Amount to the Settlement
12 Administrator, according to the terms of the Settlement Agreement.

13 14. Plaintiffs have confirmed that they provided notice to the California Labor and
14 Workforce Development Agency (“LWDA”) of the initial and amended Settlement and amended
15 Notice as well as the Court’s preliminary approval hearings and final approval hearing. The LWDA
16 has not objected to the PAGA terms of this Settlement.

17 15. The Court finds that the allocation of \$375,000 the California Private Attorneys General
18 Act is fair, reasonable, and appropriate and hereby approved. The Settlement Administrator shall
19 distribute the PAGA Payment (\$250,000 after deducting 1/3 for attorneys’ fees) as follows: 75% (or
20 \$187,500) shall be paid to the LWDA, and the remaining 25% (or \$62,500) shall be paid to PAGA
21 Group Members according to the terms of the Settlement Agreement. Within five (5) days after, but
22 not before, the Settlement Payments are mailed to Settlement Class Members, the Settlement
23 Administrator shall issue payment to the LWDA of their portion of the PAGA Payment. The
24 Settlement Administrator shall issue payment to the PAGA Group Members according to the terms of
25 the Settlement Agreement within twenty (20) days after Defendants transfer the Total Settlement
26 Amount to the Settlement Administrator.

27 16. Class Counsel’s fees sought, \$14,416,666.67 is reasonable. *See Chavez v. Netflix, Inc.*,
28 162 Cal. App. 4th 43, 66 n.11 (2008). Here, Plaintiffs, through Class Counsel, achieved a high level of

1 success both in monetary and non-monetary results on behalf of the Settlement Classes, which justifies
2 the requested fee award. The Court finds that the approved fee award is a reasonable percentage (one-
3 third) of the total common fund of \$43.25 million. This finding is further supported by a lodestar
4 cross-check where the award represents a modest multiplier of Class Counsel's current and projected
5 lodestar. The Court further finds that Class Counsel's lodestar represents hours reasonably spent
6 litigating this over six-year-old case and reflects hourly rates for Andrus Anderson, Cohen Milstein
7 Sellers & Toll PLLC, and Dardarian Ho Kan & Lee that are reasonable and commensurate with the
8 rates of practitioners with similar experience in the California legal market.

9 17. The Court hereby approves attorneys' fees in the amount of \$14,416,666.67. It is
10 hereby ordered that within five (5) days after, but not before, the Settlement Payments are mailed to
11 Settlement Class Members, the Settlement Administrator shall issue payment in the amount of
12 \$14,416,666.67 to Class Counsel for Attorneys' Fees, in accordance with the terms of the Settlement
13 Agreement.

14 18. Class Counsel's request for reimbursement of litigation costs in the amount of
15 \$1,764,815.23 is reasonable and is hereby approved. The Court orders that within five (5) days after,
16 but not before, the Settlement Payments are mailed to Settlement Class Members, the Settlement
17 Administrator shall issue payment in the amount of \$1,764,815.23 to Class Counsel for reimbursement
18 of litigation costs, in accordance with the terms of the Settlement Agreement.

19 19. Plaintiffs LaRonda Rasmussen, Karen Moore, Virginia Eady-Marshall, Enny Joo,
20 Rebecca Train, Nancy Dolan, Anabel Pareja Sinn, Dawn Johnson, and Chelsea Buckley have provided
21 evidence regarding the nature of their participation in the action, including a description of their
22 specific actions and the amount of time they committed to the prosecution of the case. The requested
23 service payments are reasonable in light of the actions the Named Plaintiffs have taken to protect the
24 interests of the class, the degree to which the class has benefitted from those actions, the amount of
25 time and effort the Named Plaintiffs expended in pursuing the litigation, the risk to the class
26 representatives in commencing suit, the notoriety and personal difficulties encountered by the class
27 representatives, the duration of the litigation, and the personal benefit (or lack thereof) enjoyed by the
28

1 class representatives as a result of the litigation, and are hereby approved. *Clark v. American*
2 *Residential Services LLC*, 175 Cal. App. 4th 785, 804 (2009).

3 20. It is hereby ordered that within five (5) days after, but not before, the Settlement
4 Payments are mailed to Settlement Class Members, the Settlement Administrator shall issue payments
5 in the amounts of \$10,000 each to Named Plaintiffs LaRonda Rasmussen, Karen Moore, Virginia
6 Eady-Marshall, Enny Joo, Rebecca Train, Nancy Dolan, Anabel Pareja Sinn, Dawn Johnson, and
7 Chelsea Buckley according to the terms of the Settlement Agreement.

8 21. The Court finds that payment of \$77,000 to the Settlement Administrator is appropriate
9 for the services performed and costs incurred and to be incurred for the notice and settlement
10 administration process. It is hereby ordered that the Settlement Administrator, CPT Group, Inc. shall
11 issue payment to itself in the amount of \$77,000 within five (5) days after, but not before, the
12 Settlement Payments are mailed to Settlement Class Members.

13 22. It is hereby ordered, according to the terms of the Settlement Agreement, that
14 Defendants will retain a consulting Industrial/Organizational Psychologist (“I/O Psychologist”) who
15 will familiarize him or herself with Defendants’ existing practices with respect to organizing jobs
16 within Defendants’ job architecture. The I/O Psychologist will then provide training to Defendants’
17 Compensation personnel involved in organizing jobs within Defendants’ job architecture on best
18 practices for benchmarking jobs to external market data and organizing jobs within Defendants’ job
19 architecture. This training will occur in 2025. Defendants’ legal counsel will advise Class Counsel of
20 the identity of the I/O Psychologist selected by Defendants prior to commencing work, and if Class
21 Counsel have objections, the parties will meet and confer before the final selection is made.
22 Defendants’ counsel will also inform Class Counsel when the training has been completed.

23 23. It is further ordered that in 2025, 2026 and 2027, according to the terms of the
24 Settlement Agreement, Defendants’ legal counsel will retain or continue to retain an outside labor
25 economist to perform a privileged pay equity analysis of all full-time, non-union, California employees
26 below the level of Vice President. The labor economist will analyze the annual base pay of these
27 employees to identify whether any potential statistically significant pay differences exist. This analysis
28 will use a model that includes the following controls used by Dr. David Neumark to analyze base pay

1 in the Expert Report of David Neumark in the matter of *Rasmussen et al. v. The Walt Disney Company*
2 *et al.*, dated June 2023, although Defendants dispute that this is the appropriate way to analyze “pay
3 equity” within Defendants’ workforce. The controls will include: potential experience at hire and
4 square; Company tenure and square; exempt status; northern and southern region indicators;
5 technology job indicator; technology job X region indicators; job family X job level; and segment (or
6 similar controls to the extent the controls listed above no longer exist). Defendants will pay all fees
7 and expenses for this expert. If the labor economist identifies a statistically significant pay difference,
8 Defendants will take appropriate steps to address the pay differential. Defendants’ legal counsel will
9 advise Class Counsel when the analysis has been completed each year, and that any differential has
10 been addressed.

11 24. It is hereby further ordered, according to the terms of the Settlement Agreement, if
12 Defendants begin using ratings in their annual evaluation process in 2025 or 2026, and if Defendants
13 wish to use these ratings in their pay equity analysis discussed above, Defendants will conduct a
14 privileged analysis of the ratings to ensure there are no statistically significant gender disparities for
15 the relevant population described above.

16 25. A full opportunity has been afforded to the Settlement Class Members to participate in
17 the Final Approval Hearing, and all Settlement Class Members and other persons wishing to be heard
18 have been heard. The Settlement Class Members also have had a full and fair opportunity to exclude
19 themselves from the Settlement. As of the date the Settlement Payments are mailed to Settlement
20 Class Members, all Settlement Class Members who did not timely opt out will release all claims
21 asserted or that could have been asserted on behalf of the Settlement Classes under the provisions of
22 the Amended Complaint, including without limitation claims under the California EPA, gender-based
23 FEHA pay discrimination claims, waiting time claims, PAGA claims, California Labor Code section
24 232 claims, California Labor Code section 210 claims, and UCL claims, based on the facts alleged in
25 the Amended Complaint that occurred between April 1, 2015 and the date of May 20, 2025. Such
26 claims include claims for wages, statutory penalties, civil penalties, attorneys’ fees and costs, interest,
27 (the “Class Members’ Released Claims”).

28

1 26. As of the date the Settlement Payments are mailed to Settlement Class Members, the
2 State of California and all PAGA Group Members shall release any and all PAGA Claims for civil
3 penalties against Defendants and the Released Parties that were pled or could have been pled based on
4 the factual allegations contained in the notices dated July 5, 2019, September 18, 2019, and November
5 21, 2024, submitted by Plaintiffs to the Labor and Workforce Development Agency (“LWDA”)
6 pursuant to PAGA, that occurred during the PAGA Period (July 15, 2018 through December 28,
7 2024), including but not limited to claims under California Labor Code sections 201-204, 210, 226,
8 232, 1194.5, 1197.5, and 2698 et seq. (the “Released PAGA Claims”). All such persons will release
9 the PAGA Claims described herein and receive a portion of the PAGA Payment, regardless of whether
10 they opt out of the Class.

11 27. Nothing in this Settlement Agreement shall be construed to bar any claims of
12 Settlement Class Members that arise from conduct occurring after the Preliminary Approval date or
13 May 20, 2025.

14 28. Without affecting the finality of this Order, the Court shall retain continuing jurisdiction
15 over this action and the parties under California Rule of Court 3.769(h), including all Settlement Class
16 Members and Aggrieved Employees and over all matters pertaining to the implementation and
17 enforcement of the terms of the Settlement Agreement. Except as provided to the contrary herein, any
18 disputes or controversies arising with respect to interpretation, enforcement or implementation of the
19 Settlement Agreement shall be presented by motion to the Court for resolution.

20 29. Plaintiffs are ordered to post a copy of this Final Order and Judgment on the settlement
21 website.

22 30. The Court also hereby approves and orders that any Settlement Payment check is not
23 timely cashed by a Settlement Class Member, that payment will be sent to the California State
24 Controller’s Office, Unclaimed Property Fund, in the name of the Settlement Class Member, where the
25 Settlement Class Member can later claim their funds.

26 31. An Order to Show Cause Re; Compliance with the Terms of the Judgment is scheduled
27 for June 2, 2026 at 8:30 AM in Department 6 of the above-referenced Courthouse.

1 32. The Parties are ordered to meet and confer and file a joint status report with regard to
2 compliance with the terms of the judgment and a declaration from the Settlement Administrator by
3 May 19, 2026, advising the Court of the status of the distribution of the settlement funds.

4 33. Plaintiffs shall file and serve formal Notice of Entry of Judgment and provide notice to
5 the LWDA.

6

7 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY**

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9 Dated: 12/08/2025



10 **Elihu M. Berle**

11 Elihu M. Berle / Judge

12 _____
13 Honorable Elihu M. Berle

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