

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

LARONDA RASMUSSEN et al.,

Plaintiffs,

vs.

THE WALT DISNEY COMPANY et al.,

Defendants.

CASE NO. 19STCV10974

SETTLEMENT AGREEMENT

Dept: 6

Judge: Elihu M. Berle

Action Filed: April 2, 2019

Trial Date: May 5, 2025

1       **I. INTRODUCTION**

- 2           1. Subject to approval by the Superior Court of the State of California for the County of  
3           Los Angeles (the “Court”), this Settlement Agreement (“Agreement”) is entered into by  
4           and between Plaintiffs LaRonda Rasmussen, Karen Moore, Virginia Eady-Marshall,  
5           Enny Joo, Rebecca Train, Nancy Dolan, Anabel Pareja Sinn, Dawn Johnson, and  
6           Chelsea Hanke (“Plaintiffs” or “Named Plaintiffs”), on behalf of themselves and the  
7           Classes defined herein, and Defendants The Walt Disney Company, Walt Disney  
8           Pictures, Hollywood Records, Inc., Walt Disney Direct-to-Consumer & International,  
9           Disney Content Sales, LLC, Buena Vista Home Entertainment, Inc., Walt Disney Parks  
10          and Resorts U.S., Inc., Walt Disney Imagineering Research & Development, Inc.,  
11          American Broadcasting Companies, Inc., and TWDC Enterprises 18 Corp.  
12          (“Defendants”).

13       **II. SUMMARY OF CASE AND RESOLUTION**

14       **A. Plaintiffs’ Claims**

- 15          2. Plaintiffs filed the initial Class Action Complaint in this matter on April 2, 2019.  
16          Plaintiffs subsequently amended the complaint four times, and the operative Corrected  
17          Fourth Amended Complaint (“Amended Complaint”) was filed on April 15, 2021. The  
18          Amended Complaint alleges class claims for: (1) violations of the California Equal Pay  
19          Act (“EPA”), Cal. Lab. Code § 1197.5, *et seq.*; (2) failure to pay all wages due to  
20          discharged and quitting employees in violation of Cal. Lab. Code §§ 201-203, *et seq.*;  
21          (3) sex/gender discrimination in violation of the California Fair Employment and  
22          Housing Act (“FEHA”), Cal. Gov. Code § 12900, *et seq.*; (4) violation of California  
23          Labor Code § 232; (5) violation of California’s Unfair Competition Law (“UCL”), Bus.  
24          & Prof. Code § 17200, *et seq.*; (6) penalties under the Labor Code Private Attorneys  
25          General Act (“PAGA”), Cal. Lab. Code § 2698, *et seq.*; and (7) waiting time penalties  
26          under Cal. Lab. Code § 210, *et seq.* The Amended Complaint also alleges individual  
27          promotion denial claims on behalf of Named Plaintiffs.  
28          3. The Named Plaintiffs have negotiated separate agreements to settle their individual

1 promotion denial claims. The Class Settlement Fund does not include the separate  
2 Named Plaintiffs' settlements for their non-class claims.

- 3 4. Defendants have denied and continue to deny all of the allegations made in the  
4 Amended Complaint and in this Action generally, deny that they have engaged in any  
5 unlawful activity, deny that they have failed to comply with the law in any respect, deny  
6 that they are liable or owe damages to anyone with respect to the alleged facts or causes  
7 of action asserted, and deny that but for the Settlement Agreement, any class should be  
8 certified in this Action.

9 **B. Discovery and Class Certification**

- 10 5. After commencement of this case, the Parties engaged in over four years of class  
11 discovery prior to class certification. Class discovery included reports from four experts  
12 and related depositions, depositions of Defendants' Persons Most Qualified (a total of  
13 22 individual witnesses, including one witness who was both a named and PMQ  
14 witness) and depositions of the nine Named Plaintiffs. The Parties each served and  
15 responded to multiple interrogatories. Defendants made 84 document productions,  
16 totaling 44,051 pages, and produced voluminous payroll and human resources data.  
17 Plaintiffs also completed document production regarding the Named Plaintiffs. Both  
18 Parties completed document productions regarding their respective class certification  
19 experts.
- 20 6. Plaintiffs filed their Motion for Class Certification on June 29, 2023. Plaintiffs' Motion  
21 relied on documents, deposition testimony, payroll and human resources data, and  
22 expert reports from industrial organizational psychologist Dr. Leaetta Hough and labor  
23 economist Dr. David Neumark. Defendants opposed Plaintiffs' motion, and they relied  
24 on documents, deposition testimony, payroll and human resources data, and expert  
25 reports from labor economist Dr. John Johnson and industrial organizational  
26 psychologist Dr. Chester Hanvey. Plaintiffs then filed a reply brief. Both Parties moved  
27 to strike the opposing side's expert witnesses, and full briefing was completed on all  
28 four motions. On November 15, 2023, the Court denied both Parties' motions to strike

opposing experts.

7. On December 8, 2023, the Court granted class certification for Plaintiffs' EPA claim and derivative UCL and Waiting Time claims ("EPA Class") and denied class certification for Plaintiffs' disparate impact claims under FEHA.
8. Following class certification, the Parties engaged in additional substantial discovery on the merits on the certified claims. Plaintiffs deposed four witnesses and served additional document requests and interrogatories. Defendants made 27 additional document productions containing 38,878 pages, and provided updated payroll and human resources data.

**C. Mediation and Settlement Negotiations**

9. The Parties previously attempted to resolve this case by engaging in three mediation sessions on August 18, 2022, September 27, 2022, and October 4, 2023, but were unable to reach a resolution at those times. Following partial class certification and additional merits discovery, the Parties agreed to engage in a fourth mediation session with experienced mediator Hunter R. Hughes, III. Prior to the mediation, the Parties submitted pre-mediation statements, separately consulted with the mediator, and had a joint session with the mediator by zoom on July 9, 2024. The Parties then participated in an in-person mediation session with the mediator on July 12, 2024. The mediation was followed by continued discussions between the parties over the following two months, and the Parties were able to reach a settlement in principle. At all times during this process, counsel bargained vigorously and at arm's-length on behalf of their clients with the assistance of a distinguished neutral.
10. Class Counsel and counsel for Defendants recognize that, in the absence of an approved settlement, they would face a long litigation course, including a motion for decertification of the EPA Class, motions for summary judgment, further motions to strike expert witnesses, and trial and appellate proceedings that would consume time and resources and present each of them with ongoing litigation risks and uncertainties. Class Counsel and the Class Representatives believe that it is in the interest of all Class

Members to resolve finally and completely the claims of the Class Members against Defendants. Class Counsel and the Named Plaintiffs believe that the terms of the Settlement Agreement are in the best interests of the Classes and are fair, reasonable, and adequate. Defendants wish to bring the litigation to a conclusion on the terms set forth in this Settlement Agreement.

11. Without any admission or concession by Defendants of any liability or wrongdoing with respect to the allegations in Plaintiffs' Amended Complaint, all released claims shall be finally and fully compromised, settled, and released subject to the terms and conditions of this Settlement Agreement, which were the subject of extensive negotiation and ultimate agreement by the Parties.

**III. NO ADMISSION, NO DETERMINATION**

12. This Settlement Agreement does not, and is not intended to constitute, nor shall it be deemed to constitute, an admission by any Party as to the merits, validity, or accuracy of any of the allegations, claims, or defenses of any Party in this case. The Class Members continue to assert the merits and validity of their claims. By entering into this Agreement, Defendants do not admit or concede, expressly or impliedly, but instead deny, that they have in any way violated the EPA, the UCL, FEHA, California Labor Code, the common law of any jurisdiction, or any other federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Neither the Court nor any other court has made any findings or expressed any opinion concerning the merits, validity, or accuracy of any of the allegations, claims, or defenses in this Action.

13. Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanges, issued, or used during the course of the mediation or negotiations leading to this Settlement Agreement, is intended by the Parties to, nor shall any of the foregoing constitute, be introduced, be used, or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative, or other proceeding of whatsoever kind

1 or nature as evidence of any violation of the EPA, the UCL, FEHA, California Labor  
2 Code, the common law of any jurisdiction, or any other federal, state, or local law,  
3 statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law  
4 or in equity.

- 5 14. Notwithstanding the foregoing, this Settlement Agreement may be used in any  
6 proceeding in the Court or in mediation or arbitration to enforce or implement any  
7 provision of this Settlement Agreement, including to enforce a Named Plaintiff or Class  
8 Member Release, or implement any orders or judgments of the Court entered into in  
9 connection herewith.

10 **IV. GENERAL TERMS OF THE SETTLEMENT AGREEMENT**

11 **A. Definitions.** The following terms shall have the meanings defined in this Section  
12 wherever used in this Agreement:

- 13 15. “Action” means the Plaintiffs’ lawsuit against Defendants captioned *Rasmussen, et al.*  
14 *v. The Walt Disney Company, et al.*, Case No. 19STCV10974, initiated on April 2,  
15 2019, and pending in Superior Court of the State of California, County of Los Angeles.
- 16 16. “Agreement” means this Settlement Agreement and all exhibits attached to it.
- 17 17. “Class Counsel” means the law firms of Andrus Anderson LLP, Cohen Milstein Sellers  
18 & Toll PLLC, and Goldstein, Borgen, Dardarian & Ho.
- 19 18. “Class Counsel Fees and Expenses Payment” means the amount awarded to Class  
20 Counsel by the Court to compensate them for their fees and expenses in connection with  
21 the Action, including their pre-filing investigation, their commencement of the Action  
22 and all related litigation activities, this Agreement, and all post-Settlement Agreement  
23 compliance procedures.
- 24 19. “Class Member” means an individual in the EPA Class and/or the FEHA Class (as  
25 defined herein) who has not and does not opt out.
- 26 20. “Class Settlement Fund” means the Total Settlement Amount, transferred by Defendants to  
27 the Qualified Settlement Fund set up by the Settlement Administrator pursuant to this  
28

Settlement Agreement, together with interest subsequently earned thereon.

21. “Court” means the Court having jurisdiction over this Litigation, namely the Superior Court of the State of California, County of Los Angeles.
22. “Covered Position” means any salaried, full-time, non-union position below the level of Vice President, with a Job Level of B1-B4, T1-T4, TL, P1-P6, P2L-P5L, M1-M3, A1-5, E0, E1, or E1X. Covered Positions do not include (a) individuals working in Hulu, ESPN, Pixar, 21st Century (Fox), FX, National Geographic, Bamtech, and ILM; (b) employees in the HR Compensation job family; (c) in-house employment counsel; and (d) any paralegals and legal assistants involved in assisting with respect to this case.
23. “Defendants” means the Disney-Related Companies (as defined herein).
24. “Defendants’ Counsel” means Paul Hastings LLP.
25. “Disney-Related Company” means The Walt Disney Company, Walt Disney Pictures, Hollywood Records, Inc., Walt Disney Direct-to-Consumer & International, Disney Content Sales, LLC, Buena Vista Home Entertainment, Inc., Walt Disney Parks and Resorts U.S., Inc., Walt Disney Imagineering Research & Development, Inc., American Broadcasting Companies, Inc., and TWDC Enterprises 18 Corp.
26. “Effective Date” means the date by which all of the following have occurred:
- a. The Court enters the Judgment; and
  - b. The Judgment becomes Final.
27. “EPA Class” means the following Class certified by the Court on December 8, 2023, under the California Equal Pay Act:
- Women who have been or will be employed by a Disney-Related Company in California, between April 1, 2015 and December 28, 2024, below the level of Vice President, and in a salaried, full-time, non-union position with a Job Level of B1-B4, T1-T4, TL, P1-P6, P2L-P5L, M1-M3, A1-5, E0, E1, or E1X assigned to a full job family that is not “other.” This class excludes (a) individuals working in Hulu, ESPN, Pixar, 21st Century (Fox), FX, National Geographic, Bamtech, and ILM; (b) employees in the HR Compensation job family; (c) in-house employment counsel; (d) any paralegals and legal assistants involved in assisting with respect to this case; and (e) any judge to whom the case is assigned and immediate family members of such judge.
28. “EPA Class Members” means all individuals in the EPA Class (as defined herein), as

1 approved by the Court, who have not and do not opt out.

2 29. “FEHA Class Members” means all individuals in the FEHA Settlement Class (as  
3 defined herein), as approved by the Court, who have not and do not opt out.

4 30. “FEHA Settlement Class” means:

5 Women who have been or will be employed by a Disney-Related  
6 Company in California, between April 1, 2015 and December 28, 2024,  
7 below the level of Vice President, and in a salaried, full-time, non-union  
8 position with a Job Level of B1-B4, T1-T4, TL, P1-P6, P2L-P5L, M1-  
9 M3, A1-5, E0, E1, or E1X. This class excludes (a) individuals working  
10 in Hulu, ESPN, Pixar, 21st Century (Fox), FX, National Geographic,  
11 Bamtech, and ILM; (b) employees in the HR Compensation job family;  
12 (c) in-house employment counsel; (d) any paralegals and legal assistants  
13 involved in assisting with respect to this case; and (e) any judge to whom  
14 the case is assigned and immediate family members of such judge.

15 31. “Final” means the last of the following dates, as applicable: (1) the California Court of  
16 Appeal has rendered a final judgment affirming the Court’s final approval without  
17 material modification and the date for further appeal or review has passed without  
18 further appeal or review; (2) the California Court of Appeal has rendered a final  
19 judgment affirming the Court’s final approval without material modification and the  
20 further appeals have been resolved without material modification of the final approval  
21 order; (3) the applicable date for seeking appellate review of the Court’s final approval  
22 of the Settlement Agreement has passed without a timely appeal or request for review  
23 having been made, the sixty-first day after entry of Judgment; or (4) upon the date the  
24 Court grants final approval if no Class Member objections to the Settlement Agreement  
25 have been filed or all Class Member objections are withdrawn.

26 32. “Final Approval Hearing” means the hearing at which the Court will determine whether  
27 to grant final approval of the Settlement Agreement.

28 33. “Judgment” means the judgment entered by the Court based upon the Final Approval. There  
will be an amended judgment pursuant to CCP § 384 once a final accounting is approved.

34. “Named Plaintiffs” means LaRonda Rasmussen, Karen Moore, Virginia Eady-Marshall,  
Enny Joo, Rebecca Train, Nancy Dolan, Anabel Pareja Sinn, Dawn Johnson, and



1 Chelsea Hanke.

- 2 35. “Net Settlement Fund” means the Class Settlement Fund, less all amounts paid for Class  
3 Counsel Fees and Expenses, Named Plaintiff Service Award payments, the PAGA  
4 Payment, and the costs of the Settlement Administrator, as approved by the Court.
- 5 36. “Notice” means the Notice of Class Action Settlement, substantially in the form attached  
6 hereto as Exhibit A, and as approved by the Court. The Notice will be distributed in English  
7 because Defendants reasonably believe all Settlement Class members have the ability to  
8 read and write in English, given their job duties and responsibilities.
- 9 37. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 10 38. “PAGA Group Member” means all women employed by Defendants in a Covered  
11 Position in California at any time from July 15, 2018 (one year and 65 days prior to  
12 Plaintiffs’ filing the Second Amended Complaint adding a PAGA claim) through  
13 December 28, 2024, regardless of whether or not they have validly opted out.
- 14 39. “PAGA Payment” means Two Hundred Fifty Thousand Dollars (\$250,000) that will be  
15 deducted from the Total Settlement Amount, after fees, in recognition of the PAGA Claims.
- 16 40. “Participating Class Member” means a Class Member who has not and does not timely opt  
17 out.
- 18 41. “Parties” means, collectively, the Plaintiffs and Defendants as defined herein.
- 19 42. “Plaintiffs” means, collectively, “Named Plaintiffs,” “EPA Class Members,” and  
20 “FEHA Class Members.”
- 21 43. “Preliminary Approval” means the Order of the Court preliminarily approving this  
22 Settlement Agreement and the form of Notice to be sent to Class Members.
- 23 44. “Qualified Settlement Fund” or “QSF” means the account established by the Settlement  
24 Administrator for the Class Settlement Fund.
- 25 45. “Released Parties” means Defendants (as defined herein), and each of their respective  
26 affiliates, parents, subsidiaries, successors and all other related entities, including but  
27 not limited to all of their incumbent and former officers, directors, owners, members,  
28 managers, shareholders, investors, agents, insurers, attorneys, employees, fiduciaries,

successors, assigns, and representatives, in their individual and/or representative capacities.

46. “Service Award” means the additional amounts paid to the Named Plaintiffs, subject to Court approval, for their service in this Litigation.

47. “Settlement Administrator” or “Administrator” means an administrator who has been jointly designated by counsel for the Parties, and approved by the Court, to administer the settlement pursuant to the terms of this Agreement and as ordered by the Court.

48. “Settlement Class” means all Class Members as defined herein.

49. “Settlement Payment” means the portion of the Net Settlement Fund that each Class Member is eligible to receive, as determined by Plaintiffs’ retained labor economist, Dr. David Neumark, pursuant to the methodology set forth in section IX.C. and Exhibit B herein. Defendants contend there is no pay shortfall at all, and dispute that Dr. Neumark’s model accurately analyzes and compares the pay of comparable male and female employees, but have agreed to use this model for the calculation of settlement payments only. Any distribution of “Settlement Payments” will not be on a “claims made” basis.

50. “Total Settlement Amount” means Forty-Three Million Two Hundred Fifty Thousand Dollars (\$43,250,000.00), which consists of all payments to Class Members for Settlement Payments, any Named Plaintiff Service Awards, Settlement Administrator expenses, the PAGA Payment, and Class Counsel Fees and Expenses, as approved by the Court. The Total Settlement Amount is non-reversionary.

**B. Cooperation**

51. The Parties agree that they will cooperate to effectuate and implement all terms and conditions of this Settlement Agreement, and exercise good faith efforts to accomplish the terms and conditions of this Settlement Agreement. The Parties agree to accept non-material and procedural changes to this Settlement Agreement if so required by the Court in connection with Final Approval of the Settlement Agreement, but they are not obligated to accept any changes to the Total Settlement Amount or the substantive non-

monetary relief provided for herein, or any other substantive change.

**V. CERTIFICATION OF FEHA SETTLEMENT CLASS**

52. Solely for the purposes of settlement and the proceedings contemplated herein for effectuating the Settlement Agreement, the Parties stipulate and agree that the Court may (i) certify the FEHA Settlement Class in accordance with the definition provided herein; (ii) appoint the Named Plaintiffs as Settlement Class Representatives to represent the FEHA Settlement Class for settlement purposes; and (iii) appoint Class Counsel as counsel for the FEHA Settlement Class. Certification of the FEHA Settlement Class shall be effective and binding only with respect to the Settlement Agreement.
53. It is expressly recognized and agreed that this stipulation as to the certification of the FEHA Settlement Class and the appointment of Class Representatives and Class Counsel shall be of no force and effect and has no evidentiary significance outside of or beyond enforcing the terms of this Agreement. By entering into this Agreement, Defendants do not waive their right to challenge or contest the maintenance of any lawsuit against them as a class action or to oppose certification of any class other than the FEHA Settlement Class in connection with the settlement memorialized in this Agreement.

**VI. COURT APPROVAL/NOTICE AND FINAL APPROVAL HEARING**

**A. Jurisdiction and Venue**

54. The Parties agree that the Court has jurisdiction over the Parties and the subject matter of this Action and that venue is proper. The Court shall retain jurisdiction of this Action for the purpose of entering all orders and judgments authorized hereunder that may be necessary to implement and enforce the relief provided herein, including retaining jurisdiction to enforce the non-monetary provisions for the period reflected in the Non-Monetary Relief section of this Agreement.

**B. Preliminary Approval**

55. By November 25, 2024, Plaintiffs shall file a motion with the Court requesting the

1 Court to enter an order preliminarily approving this Settlement Agreement,  
2 provisionally certifying the FEHA Settlement Class, and approving the Notice to be  
3 sent to Class Members describing the terms of the Settlement Agreement and informing  
4 them of their rights to participate, submit objections, or to opt out. The proposed notice  
5 is attached as Exhibit A.

- 6 56. Plaintiffs will provide Defendants with a draft of the Preliminary Approval motion at  
7 least five (5) calendar days before filing, and Defendants shall have the right to review  
8 it and provide comments by two (2) business days before filing. Plaintiffs shall consider  
9 any such comments in good faith, and they shall not unreasonably reject such  
10 comments.

11 **C. Notice**

- 12 57. Within thirty-five (35) days after the Court grants Preliminary Approval, Defendants  
13 shall provide the Settlement Administrator with the Settlement Class List, which shall  
14 include the names, employee IDs, Social Security numbers, mailing addresses, and  
15 email addresses of each Class Member. Class Counsel shall receive the same list  
16 without Social Security numbers.
- 17 58. Within ten (10) days after receiving the estimated Settlement Payments for individuals  
18 on the Settlement Class List from Class Counsel, the Settlement Administrator will send  
19 to each Class Member a copy of the Notice of Settlement by first class U.S. mail and  
20 email. Each Notice sent by the Settlement Administrator shall contain a unique Notice  
21 Identification Number that is associated with the individual Class Member and also  
22 shall include that individual Class Member's estimated Settlement Payment. The Notice  
23 will include the URL of the settlement website where Class Members may obtain a  
24 copy of the notice and other settlement documents.
- 25 59. Prior to sending the Notice of Settlement, the Settlement Administrator will update  
26 Class Member mailing addresses through the United States Postal Service National  
27 Change of Address (NCOA) service. In the event of returned or non-deliverable mailed  
28 notices, the Settlement Administrator will make reasonable efforts to locate Class

- 1 Members and re-send the notices, including using Social Security numbers to skip trace.
- 2 60. Within fifteen (15) days after Notice of Settlement is initially distributed, the Settlement
- 3 Administrator shall provide to Class Counsel and counsel for Defendants a list of those
- 4 Class Members for whom mail notices were returned as undeliverable and for whom the
- 5 Settlement Administrator has not been able to determine a better address, and will
- 6 update the list weekly thereafter.
- 7 61. The Settlement Administrator shall take reasonable steps to locate such Class Members,
- 8 and it may engage third-party vendors to assist in that effort, if appropriate, and re-send
- 9 Notice to updated addresses provided by Class Counsel or the third-party vendor. The
- 10 Settlement Administrator will maintain a log of its activities undertaken pursuant to this
- 11 section. The expenses of the Settlement Administrator shall be paid by the Class
- 12 Settlement Fund described at Section IX.B below. For any Notices remailed more than
- 13 thirty (30) days after Notice is initially distributed, the Notice deadline for responding
- 14 (60 days after initial distribution of Notice) shall be extended by ten (10) additional
- 15 days.
- 16 62. Subject to review and approval by Class Counsel and Defendants' Counsel, the
- 17 Settlement Administrator shall also set up a website containing information about the
- 18 case, including at least the Fourth Amended Complaint, Court ruling on class
- 19 certification, Settlement Agreement, and the Notice of Settlement. The website will also
- 20 contain contact information for the Settlement Administrator, instructions for
- 21 submitting objections and opting out, and provide notice of the date and location of the
- 22 final approval hearing, including any changes, as well as of final judgment, if any. The
- 23 website shall go live on the date that the Settlement Administrator distributes Notice
- 24 and shall remain active at least thirty (30) days after the Settlement Administrator has
- 25 completed all of its duties under this Settlement Agreement. Assuming it is available
- 26 for use, the URL of the settlement website shall be:
- 27 [www.RasmussenVTWDCSettlement.com](http://www.RasmussenVTWDCSettlement.com).
- 28 63. Any individual who did not receive Notice of Settlement and believes she should have

1 should contact the Settlement Administrator, and if the Settlement Administrator is able  
2 to confirm the individual is on the Class List, then Notice of Settlement will be  
3 provided. If the individual is not on the Class List, the Settlement Administrator will  
4 provide the individual's information to counsel for Defendants to review Defendants'  
5 personnel records to verify whether the individual should have been included on the  
6 Class List. Counsel for Defendants will explain their findings to the Settlement  
7 Administrator and Class Counsel. If a dispute remains, the Settlement Administrator  
8 will make a final, binding determination, which is not subject to appeal.

- 9 64. If a Class Member is deceased, then next of kin may receive their settlement payment if  
10 they present to the Settlement Administrator documentation sufficient to show that the  
11 Class Member is deceased (such as a death certificate) and proof of their relationship to  
12 the deceased (such as birth certificate or marriage certificate).

13 **D. Objections and Opt Outs**

- 14 65. Class Members who wish to object to this Settlement Agreement may submit an  
15 objection in writing. Written objections must be signed by the objecting Class Member,  
16 submitted in writing, and must include the basis of the objection and information  
17 sufficient to identify the Class Member, such as the Class Member's name, address,  
18 phone number and the unique Notice Identification Number contained in the Notice  
19 received by the Class Member. Written objections must be submitted to the Settlement  
20 Administrator, postmarked or submitted to the website set up by the Settlement  
21 Administrator, on or before sixty (60) days after the initial Notice of Settlement is  
22 distributed to Class Members. Class Members may also appear at the Final Approval  
23 Hearing to raise an objection to this Settlement Agreement in person, with or without  
24 separate counsel. The Settlement Administrator shall provide to all counsel on a weekly  
25 basis all written objections that are timely received, including the Administrator's  
26 assessment of whether the written objection complies with the requirements of the  
27 Settlement Agreement. If the Parties agree that the written objection is deficient, the  
28 Administrator will contact the objector to attempt to cure the deficiency. Any written

objection that is not timely filed or that omits information required by this Agreement shall be invalid. Class Counsel shall file with the Court all Class Member written objections along with their motion for final approval of the settlement.

66. Any Class Member who wishes to opt out of the settlement must submit to the Settlement Administrator a written, signed statement that they are opting out, postmarked or submitted to the website set up by the Settlement Administrator on or before sixty (60) days after the initial Notice of Settlement is distributed to Class Members. To be effective, the statement must include a written statement confirming that the individual is aware that by opting out they will forego the opportunity to receive monetary benefits from this Settlement Agreement. The statement must be signed by the Class Member and include the Class Member's name, address, phone number and the unique Notice Identification Number contained in the Notice received by the Class Member.

67. The Settlement Administrator shall provide to all counsel on a weekly basis all opt-out statements that are timely received, including the Administrator's assessment of whether the opt-out statement complies with the requirements of the Settlement Agreement. If the Parties agree that the opt-out is deficient, the Administrator will contact the class member seeking to opt-out to attempt to cure the deficiency. Class Counsel shall file with the Court all valid Class Member Opt-Out Statements along with their motion for final approval of the settlement. The Settlement Class will not include those individuals who submit a timely and valid opt out statement, and individuals who opt out are not entitled to any monetary award under this Settlement Agreement other than pursuant to PAGA. Individuals who file opt outs may rescind their opt outs. To be effective, such rescissions must be submitted in writing to the Settlement Administrator and must be postmarked, or submitted to the website, no later than fourteen (14) days prior to the final approval hearing.

68. Neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement

Agreement, appeal from the Judgment, or opt out of the Settlement Agreement.

**E. Motion for Final Approval**

69. Plaintiffs will move for final approval within thirty (30) days after the Settlement Administrator sends to each Class Member a copy of the Notice of Settlement. Plaintiffs will request a Final Approval hearing date from the Court for twenty-one (21) days after the deadline for opt-outs and written objections, or as soon thereafter as possible. Prior to Class Counsel's filing of the Motion for Final Approval, the Settlement Administrator shall provide the Parties with a declaration confirming the extent of the Settlement Administrator's performance of its Administration duties described herein regarding the dissemination of Notice of Settlement.
70. Plaintiffs will provide Defendants with a draft of the Final Approval motion at least seven (7) calendar days before filing, and Defendants shall have the right to review it and provide comments by two (2) business days before filing. Plaintiffs shall consider any such comments in good faith, and they shall not unreasonably reject such comments.
71. Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiffs, Class Members who did not timely submit an objection to the Settlement Agreement and intervene in the Action, Defendants, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings, or to file a cross-appeal. This paragraph does not preclude Plaintiffs or Class Counsel from appealing from a refusal by the Court to award the full Named Plaintiff Service Awards or the Class Counsel Fees and Expenses sought by them. If an appeal is taken from the Judgment, the time for consummating the Settlement Agreement (including making payments under the Settlement Agreement) will be



1 suspended until such time as their appeal is finally resolved and the Judgment becomes  
2 Final, as defined in this Agreement.

- 3 72. If, after a notice of appeal or a petition for certiorari or review, or any other motion,  
4 petition, or application, the reviewing court vacates, reverses, or modifies the Judgment  
5 such that there is a material change to the Settlement Agreement, and that court's  
6 decision is not completely reversed and the Judgment is not fully affirmed on review by  
7 a higher court, then either Plaintiffs or Defendants will have the right to void the  
8 Settlement Agreement, which a Party must do by giving written notice to the other  
9 Parties, the reviewing court, and the Court not later than thirty (30) days after the  
10 reviewing court's decision vacating, reversing, or materially modifying the Judgment  
11 becomes Final. A vacation, reversal, or modification of the Court's award of the Named  
12 Plaintiff Service Awards or the Class Counsel Fees and Expenses Payment will not  
13 constitute a vacating, reversal, or material modification of the Judgment within the  
14 meaning of this paragraph.

15 **F. Effect of Non-Approval**

- 16 73. In the event that this Settlement Agreement does not become final and binding, this  
17 Settlement Agreement will become null and void. No party shall be deemed to have  
18 waived any claims, objections, rights or defenses, or legal arguments or positions.  
19 Neither this Settlement Agreement nor the Court's Preliminary or Final Approval  
20 thereof shall be admissible in any court regarding any issue or subject (except for the  
21 purpose of enforcing this Settlement Agreement). Each Party reserves the right to  
22 prosecute or defend this Action in the event that the Settlement Agreement does not  
23 become final and binding.
- 24 74. If this Settlement Agreement is not approved by the Court or for any other reason is  
25 terminated or fails to become effective in accordance with its terms (or, if following  
26 approval by this Court, such approval is reversed or substantively modified on appellate  
27 review), the Parties shall be restored to their respective positions that existed in this  
28 Action prior to entering into this Settlement Agreement; the terms and provisions of this

1 Settlement Agreement shall have no force or effect and shall not be used in this Action  
2 or in any proceeding for any purpose; the Class Settlement Fund shall be returned to  
3 Defendants, including the interest earned by the Class Settlement Fund through the date  
4 of termination (after deducting all costs and expenses, including costs of providing  
5 Notice of Settlement to Class Members, paid or incurred by the Settlement  
6 Administrator as of the date of termination); any order entered by the Court in  
7 accordance with the terms of this Settlement Agreement shall be treated as vacated,  
8 *nunc pro tunc*; and the litigation of the Action will resume as if there had been no  
9 Settlement Agreement, except that the Five Year deadline for bringing the case to trial  
10 will be extended by the number of days between July 12, 2024 and the date when it is  
11 determined that this Settlement Agreement will not be approved or become effective.  
12 The Parties retain all rights, claims, and defenses as to any of the allegations asserted in  
13 this Action. This Settlement Agreement will not be considered an admission of liability  
14 by Defendants nor represent a cap on damages available to the Named Plaintiffs or the  
15 Classes if the Settlement Agreement fails to be effective in accordance with its terms.  
16 An award by the Court of lesser amounts than sought for the Named Plaintiff Service  
17 Award Payment or Class Counsel Fees and Expenses Payment will not constitute a  
18 material modification of the Settlement Agreement, although Plaintiffs maintain the  
19 right to appeal any such reduction.

20 **VII. RELEASE OF CLAIMS**

21 **A. Class Members**

- 22 75. In consideration for their awarded Settlement Payment, as of the date the Settlement  
23 Payments are mailed to Class Members, all Class Members who do not timely opt out  
24 will release all claims asserted or that could have been asserted on behalf of the Classes  
25 under the provisions of the Amended Complaint, including without limitation claims  
26 under the California EPA, gender-based FEHA pay discrimination claims, waiting time  
27 claims, PAGA claims, California Labor Code section 232 claims, California Labor  
28 Code section 210 claims, and UCL claims, based on the facts alleged in the Amended

Complaint that occurred between April 1, 2015 and the date of Preliminary Approval. Such claims include claims for wages, statutory penalties, civil penalties, attorneys' fees and costs, interest, (the "Class Members' Released Claims").<sup>1</sup>

**B. PAGA Group**

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

**C. No Bar to Future Claims**

77. Nothing in this Settlement Agreement shall be construed to bar any claims of Class Members that arise from conduct occurring after the Preliminary Approval date. Nothing in the Settlement Agreement shall be construed to bar any claims of Named Plaintiffs that arise from conduct occurring after the date that each Named Plaintiff's general release becomes effective.

**D. Ownership of Claims**

78. Class Members may not assign or transfer their rights to participate in this Settlement Agreement. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged. Named

---

<sup>1</sup> The Named Plaintiffs will agree to a general release of claims against Defendants and the Released Parties in separately negotiated settlement agreements that include their non-class promotion claims.

1 Plaintiffs and Class Counsel further represent and warrant that there are not any liens or  
2 claims against any amount that Defendants are to pay the Named Plaintiffs or Class  
3 Counsel under this Agreement.

4 **VIII. NON-MONETARY RELIEF**

- 5 79. Defendants will retain a consulting Industrial/Organizational Psychologist (“I/O  
6 Psychologist”) who will familiarize him or herself with Defendants’ existing practices  
7 with respect to organizing jobs within Defendants’ job architecture. The I/O  
8 Psychologist will then provide training to Defendants’ Compensation personnel  
9 involved in organizing jobs within Defendants’ job architecture on best practices for  
10 benchmarking jobs to external market data and organizing jobs within Defendants’ job  
11 architecture. This training will occur in 2025. Defendants’ legal counsel will advise  
12 Class Counsel of the identity of the I/O Psychologist selected by Defendants prior to  
13 commencing work, and if Class Counsel have objections, the parties will meet and  
14 confer before the final selection is made. Defendants’ counsel will also inform Class  
15 Counsel when the training has been completed.
- 16 80. In 2025, 2026 and 2027, Defendants’ legal counsel will retain or continue to retain an  
17 outside labor economist to perform a privileged pay equity analysis of all full-time, non-  
18 union, California employees below the level of Vice President.<sup>2</sup> The labor economist  
19 will analyze the annual base pay of these employees to identify whether any potential  
20 statistically significant pay differences exist. This analysis will use a model that  
21 includes the following controls used by Dr. David Neumark to analyze base pay in the  
22 Expert Report of David Neumark in the matter of *Rasmussen, et al. v. The Walt Disney*  
23 *Company, et al.*, dated June 2023, although Defendants dispute that this is the  
24 appropriate way to analyze “pay equity” within Defendants’ workforce. The controls  
25 will include: potential experience at hire and square; Company tenure and square;

---

26  
27  
28 <sup>2</sup> Defendants will assess whether all of the corporate entities that were excluded from Dr. Neumark’s  
model should remain outside of the analysis. Defendants note that they anticipate that Pixar and ESPN  
will continue to be excluded through each year of the analysis.

1 exempt status; northern and southern region indicators; technology job indicator;  
2 technology job X region indicators; job family X job level; and segment (or similar  
3 controls to the extent the controls listed above no longer exist). Defendants will pay all  
4 fees and expenses for this expert. If the labor economist identifies a statistically  
5 significant pay difference, Defendants will take appropriate steps to address the pay  
6 differential. Defendants' legal counsel will advise Class Counsel when the analysis has  
7 been completed each year, and that any differential has been addressed.

- 8 81. If Defendants begin using ratings in their annual evaluation process in 2025 or 2026,  
9 and if Defendants wish to use these ratings in their pay equity analysis discussed above,  
10 Defendants will conduct a privileged analysis of the ratings to ensure there are no  
11 statistically significant gender disparities for the relevant population described above.

12 **IX. MONETARY RELIEF**

13 **A. Settlement Administration**

- 14 82. The Settlement Administrator will: deliver the Notice of Settlement to Class Members;  
15 distribute Settlement Payments and other payments due under the Settlement  
16 Agreement; and otherwise administer the Settlement Agreement. Plaintiffs' retained  
17 labor economist, Dr. David Neumark, will calculate the Settlement Payment of each  
18 Class Member using the formulas set forth in the Plan of Allocation attached as Exhibit  
19 B and will provide the information to the Settlement Administrator. In the event that the  
20 Settlement Agreement is not finally approved, Defendants will pay the Settlement  
21 Administrator's reasonable fees incurred as of that time.

- 22 83. Defendants will transfer the Total Settlement Amount to the Settlement Administrator  
23 via wire transfer within thirty (30) days after the Effective Date.

24 **B. Class Settlement Fund**

- 25 84. Defendants shall pay the Total Settlement Amount of Forty-Three Million Two  
26 Hundred Fifty Thousand Dollars (\$43,250,000.00), to the Qualified Settlement Fund (as  
27 described in Section 468B of the Internal Revenue Code of 1986, as amended, and  
28 Treas. Reg. Section 1.468B-1, *et seq.*) set up by the Settlement Administrator. The

monies transferred, together with interest subsequently earned thereon, shall constitute the “Class Settlement Fund.” The Total Settlement Amount shall constitute the total settlement cash outlay by Defendants in connection with the resolution of the Class Claims in this Action. This sum is inclusive of payment for: (1) all payments to Class Members eligible for settlement payments; (2) the PAGA Payment; (3) any Named Plaintiff Service Awards if awarded by the Court; (4) Class Counsel Fees and Expenses as approved by the Court; and (5) all third-party Settlement Administrator expenses.

85. The Settlement Payments will be made within twenty (20) days after Defendants transfer the Total Settlement Amount to the Settlement Administrator. The Named Plaintiff Service Award Payments, Class Counsel Fees and Expenses Payment, and the PAGA Payment portion due to the LWDA will be paid within five (5) days after, but not before, the Settlement Payments are mailed to Class Members.

86. Nothing in the foregoing provisions of this Section shall release Defendants from expending the resources required to fulfill their responsibilities under this Settlement Agreement.

**C. Allocation of Settlement Payments to Participating Class Members**

87. All Class Members other than those who timely and properly elect not to participate in the Settlement Agreement will be bound by the Settlement Agreement and its release of claims (hereinafter, “Participating Class Members”). Settlement Payments will be paid to each Participating Class Member, meaning that settlement checks will be sent to all Participating Class Members, and no claim forms will be required. All PAGA Group Members will receive a per capita portion of the PAGA Payment regardless of whether they opt out or previously opted out of the Class(es).

88. After deducting the amounts for the PAGA Payment, Plaintiffs’ Named Plaintiff Service Award Payments (if awarded by the Court), Class Counsel Fees and Expenses, and the Settlement Administrator’s fees and expenses, the remainder of the Settlement Amount (the “Net Settlement Fund”) will be allocated to each Participating Class Member pursuant to the Plan of Allocation attached hereto as Exhibit B from the Class

1 Settlement Fund. Plaintiffs' retained labor economist, Dr. David Neumark, will  
2 calculate the Settlement Payment of each Class Member using the formulas set forth in  
3 the Plan of Allocation attached as Exhibit B and will provide the planned allocation to  
4 the Settlement Administrator within twenty-eight (28) days of receiving updated data  
5 from Defendants. Within twenty-one (21) days after Preliminary Approval, Defendants  
6 shall provide Class Counsel with updated compensation data for all Class Members  
7 through December 28, 2024, to allow Dr. Neumark to calculate each Settlement  
8 Payment. If Final Approval is granted, Dr. Neumark will update his calculated  
9 Settlement Payments as necessary and provide the Settlement Administrator with final  
10 Settlement Payment amounts within fourteen (14) days of the grant of Final Approval.  
11 The Settlement Administrator shall make the payment of Settlement Payments within  
12 twenty (20) days after Defendants transfer the Total Settlement Amount to the  
13 Settlement Administrator.

14 **D. Tax Treatment of Settlement Payments**

- 15 89. The Class Member Settlement Payments shall be reported to the taxing authorities as  
16 follows. Forty percent (40%) of each Settlement Payment (the "Wage Portion") is  
17 intended to settle each Participating Class Member's claims for unpaid wages.  
18 Accordingly, the Wage Portion will be reduced by applicable payroll tax withholding  
19 and deductions, and the Settlement Administrator will issue to each Participating Class  
20 Member a Form W-2 with respect to the Wage Portion. Sixty percent (60%) of each  
21 Settlement Payment (the "Non-Wage Portion") is intended to settle each Participating  
22 Class Member's claims for other damages and interest. Accordingly, the Non-Wage  
23 Portion will not be reduced by payroll tax withholding and deductions, and the  
24 Settlement Administrator will issue to each Participating Class Member a Form 1099  
25 with respect to the Non-Wage Portion. The Class Administrator shall provide, as  
26 appropriate, an IRS Form W-2 and Form 1099, and any other tax documentation  
27 required by law, to each Eligible Class Member, Named Plaintiffs, and Class Counsel.

28 **E. Tax Liability**

1           90.     The Parties make no representations as to the tax treatment or legal effect of the  
2                 payments called for by this Agreement, and Plaintiffs, Settlement Class Members,  
3                 PAGA Group Members, and the Parties are not relying on any statement or  
4                 representation by any of the other Parties in this regard. Plaintiffs and Settlement Class  
5                 Members understand and agree that they will be responsible for payment of their  
6                 respective portions of any taxes and penalties assessed on the Settlement Payments and  
7                 PAGA Payment described in this agreement and will be solely responsible for any such  
8                 penalties or other obligations resulting from their personal tax reporting of all such  
9                 payments.

10       **F.     Circular 230 Disclaimer**

11       91.     Each Party to this Agreement acknowledges and agrees that: (1) no provision of this  
12                 Agreement, and no written communication or disclosure between or among the Parties  
13                 or their attorneys and other advisers, is or was intended to be, nor shall any such  
14                 communication or disclosure constitute or be construed or be relied upon as tax advice  
15                 within the meaning of United States Treasury Department circular 230 (31 C.F.R. part  
16                 10, as amended); (2) the acknowledging party (a) as relied exclusively on their own  
17                 independent legal and tax counsel for advice (including tax advice) in connection with  
18                 this Agreement, (b) has not entered into this Agreement based upon the  
19                 recommendation of any other Party or any attorney or advisor to any other Party, and  
20                 (c) is not entitled to rely upon any communication or disclosure by any attorney or  
21                 adviser to any other party to avoid any tax penalty that may be imposed on the  
22                 acknowledging party, and (3) no attorney or adviser to any other Party has imposed any  
23                 limitation that protects the confidentiality of any such attorney's or adviser's tax  
24                 strategies (regardless of whether such limitation is legally binding) upon disclosure by  
25                 the acknowledging party of the tax treatment or tax structure of any transaction,  
26                 including any transaction contemplated by this Agreement.

27       **G.     PAGA Payment**

28       92.     From the Total Settlement Amount, after fees are deducted, a PAGA Payment of Two



1 Hundred and Fifty Thousand Dollars (\$250,000) will be deducted to resolve the PAGA  
2 Claims of the PAGA Group Members, regardless of whether or not they opt out or  
3 previously opted out. The \$250,000 will be divided with 75% (\$187,500) paid to the  
4 Labor and Workforce Development Agency (“LWDA”) as its share of the settlement  
5 attributable to civil penalties under PAGA (the “LWDA Payment”), and 25% (\$62,500)  
6 to all PAGA Group Members who worked for Defendants during the PAGA Period,  
7 whether or not those employees opt out or have opted out of the Action. PAGA Group  
8 Members will receive equal portions of the funds allocated per capita to the PAGA  
9 Group. The Settlement Administrator shall add the PAGA Payment to each Class  
10 Member’s Settlement Payment and issue a single check for each Class Member twenty  
11 (20) days after Defendants transfer the Total Settlement Amount to the Settlement  
12 Administrator. The Settlement Administrator shall include the PAGA Payment in the  
13 Form 1099 issued to each Class Member.

14 **H. Named Plaintiff Service Award Payments**

15 93. In addition to each Named Plaintiff’s Class Member Settlement Payment, the Parties  
16 agree that Plaintiffs may seek a total payment of up to Ninety Thousand Dollars  
17 (\$90,000) from the Total Settlement Amount for Named Plaintiff Service Award  
18 Payments of \$10,000 each for Plaintiffs LaRonda Rasmussen, Karen Moore, Virginia  
19 Eady-Marshall, Enny Joo, Rebecca Train, Nancy Dolan, Anabel Pareja Sinn, Dawn  
20 Johnson, and Chelsea Hanke. The Service Award Payments are intended to compensate  
21 the Class Representatives for the risks they took to bring this case, including but not  
22 limited to their active and time-intensive participation in the prosecution and settlement  
23 of this case. This case participation included each Plaintiff assisting in factual  
24 investigation, the development of the theories of the case, preparing for and then being  
25 deposed by Defendants, responding to discovery requests, assisting counsel in  
26 developing discovery strategy, attending mediations, and providing input into  
27 settlement discussions and the ultimate Settlement Agreement.

28 94. The Settlement Administrator will issue to each Named Plaintiff a Form 1099 with

1 respect to their awarded Named Plaintiff Service Award Payment. The Settlement  
2 Administrator will pay the Service Award Payments approved by the Court to the  
3 Named Plaintiffs within five (5) days after, but not before, the Settlement Payments are  
4 mailed to Class Members.

5 **I. Non-Admissibility of Fact of Award (or Non-Award)**

- 6 95. Except to the extent that it would constitute a set-off in an action for damages claimed  
7 for any period covered by this Settlement Agreement, neither the fact nor the amount of  
8 an award, nor the fact of any non-award, shall be admissible in any other proceeding for  
9 any purpose other than to enforce a Named Plaintiff Release or a Class Member Release  
10 executed in accordance with claims process, nor shall it be deemed to be a finding as to  
11 the merits any claim.

12 **J. Tax Treatment**

13 **1. Qualified Tax Status and Tax Responsibilities**

- 14 96. The Settlement Administrator shall serve as Trustee of the Class Settlement Fund and  
15 shall act as a fiduciary with respect to the handling, management and distribution of the  
16 Settlement Fund. The Settlement Administrator shall act in a manner necessary to  
17 qualify the Class Settlement Fund as a “Qualified Settlement Fund” under Section 468B  
18 of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1,  
19 et seq., and to maintain that qualification. The Parties shall cooperate to ensure such  
20 treatment and shall not take a position in any filing or before any tax authority  
21 inconsistent with such treatment.

22 **2. Payment of Federal, State, and Local Taxes**

- 23 97. The Parties recognize that the awards to eligible Class Members will be subject to  
24 applicable tax withholding and reporting, which will be handled as follows: The  
25 Settlement Administrator shall act as a fiduciary with respect to the handling,  
26 management, and distribution of the settlement, including the handling of tax-related  
27 issues and payments. Specifically, the Settlement Administrator shall be responsible for  
28 withholding, remitting and reporting both the employer and the employees’ share of

1 payroll taxes.

2 98. The Settlement Administrator shall be responsible for satisfying from the Settlement  
3 Fund the employees' share of any and all federal, state and local employment and  
4 withholding taxes, including, without limitation, federal and state income tax  
5 withholding, FICA, FUTA, SUTA, Medicare and any state employment taxes. The  
6 Settlement Administrator will calculate the employer's share of any and all federal,  
7 state and local employment and withholding taxes, including, without limitation, federal  
8 and state income tax withholding, FICA, FUTA, SUTA, Medicare and any state  
9 employment taxes, provide the total to Defendants, and Defendants will pay into the  
10 QSF an additional amount equal to the employer's share of taxes thirty (30) days after  
11 the Effective Date. The Settlement Administrator shall satisfy all federal, state, local,  
12 and other reporting requirements (including any applicable reporting with respect to  
13 attorneys' fees and other costs subject to reporting), and any and all taxes, penalties and  
14 other obligations with respect to the payments or distributions from the Settlement Fund  
15 not otherwise addressed herein.

16 99. All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to  
17 the income earned by the Settlement Fund, including any taxes or tax detriments that  
18 may be imposed on Defendants with respect to income earned for any period during  
19 which the Settlement Fund does not qualify as a "Qualified Settlement Fund" for  
20 federal and state income tax purposes (hereinafter "Settlement Fund Taxes"), and (ii)  
21 expenses and costs incurred in connection with the operation and implementation of this  
22 paragraph (including, without limitation, expenses of tax attorneys and/or accountants  
23 and mailing and distribution costs and expenses relating to filing (or failing to file) any  
24 returns described herein or otherwise required to be filed pursuant to applicable  
25 authorities) (hereinafter "Settlement Fund Tax Expenses"), shall be paid out of the  
26 Settlement Fund. Further, Settlement Fund Taxes and Settlement Fund Tax Expenses  
27 shall be treated as a cost of the administration of the Settlement Fund. The Parties  
28 hereto agree to cooperate with the Settlement Administrator, each other, and their tax

attorneys and accountants to the extent reasonably necessary to carry out the provisions set forth in this paragraph.

**K. Disposition of Uncashed Settlement Checks**

100. The Parties will instruct the Settlement Administrator to make efforts by email or U.S. mail to ensure that any Class Members who have not cashed their checks after forty-five (45) days do so. Checks will become void one hundred and eighty (180) days after the initial mailing date. To facilitate Class Members negotiating their checks, the Settlement Administrator shall reissue checks to Class Members upon request.
101. Within fourteen (14) days of the initially mailed checks becoming void, the Settlement Administrator shall provide the Parties with a declaration describing the results of its distribution of Settlement Funds, including any residual amount as of that date. No later than ten (10) days after receipt of the Settlement Administrator's declaration, Class Counsel shall file it along with a Compliance Report consistent with the requirements of Code of Civil Procedure section 384.
102. If any Settlement Payment check is not timely cashed by a Class Member, that payment will be sent to the California State Controller's Office, Unclaimed Property Fund, in the name of the Class Member, where the Class Member can later claim their funds.

**X. ATTORNEYS' FEES, EXPENSES, AND ADMINISTRATIVE EXPENSES**

103. This Settlement Agreement authorizes Class Counsel to request that the Court approve an award of attorneys' fees in a total amount up to one-third of the Total Settlement Payment, *i.e.* Fourteen Million Four Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$14,416,666.67) and reimbursement of litigation expenses not to exceed One Million Eight Hundred Thousand Dollars (\$1,800,000). Collectively, these sums will be the Class Counsel Fees and Expenses Payment.
104. The Settlement Administrator shall distribute the Class Counsel Fees and Expenses awarded by the Court five (5) days after, but not before, the Settlement Payments are

1 mailed to Class Members.

2 **XI. GOVERNING LAW**

3 105. The Parties agree that California law shall govern the validity, construction and  
4 enforcement of this Settlement Agreement. This Settlement Agreement, including the  
5 Exhibits hereto, contains the entire agreement and understanding of the parties with  
6 respect to the settlement. This Settlement Agreement does not impose any obligations  
7 on the parties beyond the terms and conditions stated herein.

8 **XII. OTHER CONDITIONS OF SETTLEMENT**

9 **A. Exhibits**

10 106. The Exhibits to this Settlement Agreement are material and integral parts hereof and are  
11 fully incorporated herein by this reference.

12 **B. Labor & Workforce Development Agency**

13 107. Plaintiffs shall timely submit to the LWDA a copy of this Settlement Agreement, the  
14 motions for preliminary and final approval and proposed Judgment in this Action, and a  
15 copy of any other order providing for or denying an award of civil penalties, in  
16 compliance with sections 2699(1)(2)-(3) of the California Labor Code.

17 **C. Notices to Counsel**

18 108. All notices to counsel required or desired to be given under this Settlement Agreement  
19 shall be in writing and by email to lead counsel for the respective Parties. Specifically,  
20 such notices shall be emailed to Lori Andrus (lori@andrusanderson.com) of Andrus  
21 Anderson LLP, Christine Webber (cwebber@cohenmilstein.com) and Joseph Sellers  
22 (jsellers@cohenmilstein.com) of Cohen Milstein Sellers & Toll PLLC, and Byron  
23 Goldstein (brgoldstein@gdbhlegal.com) and James Kan (jkan@gdbhlegal.com), for the  
24 Plaintiffs, and Felicia Davis (feliciadavis@paulhastings.com) and Carson Sullivan  
25 (carsonsullivan@paulhastings.com) of Paul Hastings LLP for Defendants at their  
26 respective addresses set forth herein (or to such other address as any such party or  
27 counsel may designate in a notice).

28 **D. Failure to Insist on Strict Compliance**

109. The failure of any Party to insist in any one or more instances on strict compliance with the terms and conditions hereof shall not be construed to be a waiver of remedies available with respect to any prior or subsequent breach.

**E. Modifications to this Agreement**

110. No material modifications to this Agreement may be made without written agreement of all Parties and prior Court approval.

**F. No Drafting Presumption**

111. All Parties hereto have participated, through their respective counsel, in the drafting of this Settlement Agreement and, therefore, this Settlement Agreement shall not be construed more strictly against one Party than another.

**G. Dispute As To Meaning of Agreement Terms**

112. In the event of any dispute or disagreement with respect to the meaning, effect or interpretation of this Settlement Agreement or any Exhibit hereto, or in the event of a claimed breach of the Settlement Agreement, the Parties agree that such dispute will be resolved and adjudicated only in accordance with the dispute resolution provisions of this Settlement Agreement.

**H. Interpretation of Terms**

113. Whenever possible, each provision and term of this Settlement Agreement shall be interpreted in such a manner as to be valid and enforceable.

**I. Severability**

114. If any portion of this Settlement Agreement is judged to be unenforceable, the remainder of the Agreement shall continue to be valid and enforceable unless the portion judged to be unenforceable is a material term to the Settlement Agreement, in which case the Parties will discuss how to address the issue.

**J. Paragraph and Section Headings**

115. Paragraph and section headings are for convenience of reference only and are not intended to create substantive rights or obligations.

**K. Counterparts**

116. This Settlement Agreement may be executed in counterparts via DocuSign. Each signed counterpart together with the others shall constitute the full Settlement Agreement.

**L. Agreement Binding**

117. As of the date on which counsel for the parties and the parties execute this Settlement Agreement, this Settlement Agreement will be binding in all respects, unless the Court fails to approve this Settlement Agreement and the Settlement Agreement is thus vacated. This Settlement Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, dependents, executors, administrators, trustees, legal representatives, personal representatives, agents, successors and assigns; provided, however, that this Settlement Agreement shall not inure to the benefit of any third party.

**M. Enforcement**

118. Enforcement of this Settlement Agreement shall be prosecuted by Class Counsel or counsel for Defendants only, not third parties. Class Counsel shall meet and confer with counsel for Defendants prior to commencement of any enforcement proceedings, as set forth below.


119. The Parties will work diligently and in good faith to resolve all disputes that may arise during the term of this Settlement Agreement concerning the rights, obligations and duties of the Parties to the Settlement Agreement, including the non-monetary relief. In the event the parties cannot agree, the Parties will attempt to resolve the dispute in mediation with mediator Hunter R. Hughes, III. If the mediation fails, the Parties reserve their rights to seek recourse with the Court.

120. Any enforcement proceedings related to or arising out of this Settlement Agreement will be resolved and adjudicated only by the Honorable Elihu M. Berle of the Superior Court of California, County of Los Angeles, or by any other judge to whom this case subsequently may be assigned, unless otherwise provided in this Settlement Agreement.

It is so agreed.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: 2/7/2025

DocuSigned by:  
  
CDC1FFC1132245F...

Shawna Swanson, On behalf of Defendants The Walt  
Disney Company, *et al.*

Dated: \_\_\_\_\_

LaRonda Rasmussen, Plaintiff

Dated: \_\_\_\_\_

Karen Moore, Plaintiff

Dated: \_\_\_\_\_

Virginia Eady-Marshall, Plaintiff

Dated: \_\_\_\_\_

Enny Joo, Plaintiff

Dated: \_\_\_\_\_

Rebecca Train, Plaintiff

Dated: \_\_\_\_\_

Nancy Dolan, Plaintiff

Dated: \_\_\_\_\_

Anabel Pareja Sinn, Plaintiff

Dated: \_\_\_\_\_

Dawn Johnson, Plaintiff

Dated: \_\_\_\_\_

Chelsea Buckley (formerly Hanke), Plaintiff



1 Dated: \_\_\_\_\_

Shawna Swanson, On behalf of Defendants The Walt  
Disney Company, *et al.*

2  
3 02 / 09 / 2025

*LaRonda Rasmussen*

4 Dated: \_\_\_\_\_

LaRonda Rasmussen, Plaintiff

6  
7 Dated: \_\_\_\_\_

Karen Moore, Plaintiff

8  
9  
10 Dated: \_\_\_\_\_

Virginia Eady-Marshall, Plaintiff

11  
12 Dated: \_\_\_\_\_

Enny Joo, Plaintiff

13  
14  
15 Dated: \_\_\_\_\_

Rebecca Train, Plaintiff

16  
17  
18 Dated: \_\_\_\_\_

Nancy Dolan, Plaintiff

19  
20  
21 Dated: \_\_\_\_\_

Anabel Pareja Sinn, Plaintiff

22  
23 Dated: \_\_\_\_\_

Dawn Johnson, Plaintiff

24  
25  
26 Dated: \_\_\_\_\_

Chelsea Buckley (formerly Hanke), Plaintiff

1 Dated: \_\_\_\_\_

Shawna Swanson, On behalf of Defendants The Walt  
Disney Company, *et al.*

4 Dated: \_\_\_\_\_

LaRonda Rasmussen, Plaintiff

6 02 / 07 / 2025

7 Dated: \_\_\_\_\_



Karen Moore, Plaintiff

10 Dated: \_\_\_\_\_

Virginia Eady-Marshall, Plaintiff

12 Dated: \_\_\_\_\_

Enny Joo, Plaintiff

15 Dated: \_\_\_\_\_

Rebecca Train, Plaintiff

18 Dated: \_\_\_\_\_

Nancy Dolan, Plaintiff

20 Dated: \_\_\_\_\_

Anabel Pareja Sinn, Plaintiff

23 Dated: \_\_\_\_\_

Dawn Johnson, Plaintiff

26 Dated: \_\_\_\_\_

Chelsea Buckley (formerly Hanke), Plaintiff

1 Dated: \_\_\_\_\_

Shawna Swanson, On behalf of Defendants The Walt  
Disney Company, *et al.*

4 Dated: \_\_\_\_\_

LaRonda Rasmussen, Plaintiff

7 Dated: \_\_\_\_\_

Karen Moore, Plaintiff

9 02 / 06 / 2025

10 Dated: \_\_\_\_\_



Virginia Eady-Marshall, Plaintiff

12 Dated: \_\_\_\_\_

Enny Joo, Plaintiff

15 Dated: \_\_\_\_\_

Rebecca Train, Plaintiff

18 Dated: \_\_\_\_\_

Nancy Dolan, Plaintiff

20 Dated: \_\_\_\_\_

Anabel Pareja Sinn, Plaintiff

23 Dated: \_\_\_\_\_

Dawn Johnson, Plaintiff

26 Dated: \_\_\_\_\_

Chelsea Buckley (formerly Hanke), Plaintiff

1 Dated: \_\_\_\_\_

Shawna Swanson, On behalf of Defendants The Walt  
Disney Company, *et al.*

4 Dated: \_\_\_\_\_

LaRonda Rasmussen, Plaintiff

7 Dated: \_\_\_\_\_

Karen Moore, Plaintiff

10 Dated: \_\_\_\_\_

Virginia Eady-Marshall, Plaintiff

12 02 / 07 / 2025

*Enny Joo*

13 Dated: \_\_\_\_\_

Enny Joo, Plaintiff

15 Dated: \_\_\_\_\_

Rebecca Train, Plaintiff

18 Dated: \_\_\_\_\_

Nancy Dolan, Plaintiff

20 Dated: \_\_\_\_\_

Anabel Pareja Sinn, Plaintiff

23 Dated: \_\_\_\_\_

Dawn Johnson, Plaintiff

26 Dated: \_\_\_\_\_

Chelsea Buckley (formerly Hanke), Plaintiff

1 Dated: \_\_\_\_\_

Shawna Swanson, On behalf of Defendants The Walt  
Disney Company, *et al.*

4 Dated: \_\_\_\_\_

LaRonda Rasmussen, Plaintiff

7 Dated: \_\_\_\_\_

Karen Moore, Plaintiff

10 Dated: \_\_\_\_\_

Virginia Eady-Marshall, Plaintiff

12 Dated: \_\_\_\_\_

Enny Joo, Plaintiff

14 02 / 07 / 2025



15 Dated: \_\_\_\_\_

Rebecca Train, Plaintiff

18 Dated: \_\_\_\_\_

Nancy Dolan, Plaintiff

20 Dated: \_\_\_\_\_

Anabel Pareja Sinn, Plaintiff

23 Dated: \_\_\_\_\_

Dawn Johnson, Plaintiff

26 Dated: \_\_\_\_\_

Chelsea Buckley (formerly Hanke), Plaintiff

1 Dated: \_\_\_\_\_

Shawna Swanson, On behalf of Defendants The Walt  
Disney Company, *et al.*

4 Dated: \_\_\_\_\_

LaRonda Rasmussen, Plaintiff

7 Dated: \_\_\_\_\_

Karen Moore, Plaintiff

10 Dated: \_\_\_\_\_

Virginia Eady-Marshall, Plaintiff

12 Dated: \_\_\_\_\_

Enny Joo, Plaintiff

15 Dated: \_\_\_\_\_

Rebecca Train, Plaintiff

02 / 06 / 2025



18 Dated: \_\_\_\_\_

Nancy Dolan, Plaintiff

20 Dated: \_\_\_\_\_

Anabel Pareja Sinn, Plaintiff

23 Dated: \_\_\_\_\_

Dawn Johnson, Plaintiff

26 Dated: \_\_\_\_\_

Chelsea Buckley (formerly Hanke), Plaintiff

1 Dated: \_\_\_\_\_

Shawna Swanson, On behalf of Defendants The Walt  
Disney Company, *et al.*

4 Dated: \_\_\_\_\_

LaRonda Rasmussen, Plaintiff

7 Dated: \_\_\_\_\_

Karen Moore, Plaintiff

10 Dated: \_\_\_\_\_

Virginia Eady-Marshall, Plaintiff

12 Dated: \_\_\_\_\_

Enny Joo, Plaintiff

15 Dated: \_\_\_\_\_

Rebecca Train, Plaintiff

18 Dated: \_\_\_\_\_

Nancy Dolan, Plaintiff

19 02 / 06 / 2025

*Anabel Pareja-Sinn*

20 Dated: \_\_\_\_\_

Anabel Pareja Sinn, Plaintiff

23 Dated: \_\_\_\_\_

Dawn Johnson, Plaintiff

26 Dated: \_\_\_\_\_

Chelsea Buckley (formerly Hanke), Plaintiff

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: \_\_\_\_\_

Shawna Swanson, On behalf of Defendants The Walt  
Disney Company, *et al.*

Dated: \_\_\_\_\_

LaRonda Rasmussen, Plaintiff

Dated: \_\_\_\_\_

Karen Moore, Plaintiff

Dated: \_\_\_\_\_

Virginia Eady-Marshall, Plaintiff

Dated: \_\_\_\_\_

Enny Joo, Plaintiff

Dated: \_\_\_\_\_

Rebecca Train, Plaintiff

Dated: \_\_\_\_\_

Nancy Dolan, Plaintiff

Dated: \_\_\_\_\_

Anabel Pareja Sinn, Plaintiff

02 / 09 / 2025

*Dawn Johnson*

Dated: \_\_\_\_\_

Dawn Johnson, Plaintiff

Dated: \_\_\_\_\_

Chelsea Buckley (formerly Hanke), Plaintiff



1 Dated: \_\_\_\_\_

Shawna Swanson, On behalf of Defendants The Walt  
Disney Company, *et al.*

4 Dated: \_\_\_\_\_

LaRonda Rasmussen, Plaintiff

7 Dated: \_\_\_\_\_

Karen Moore, Plaintiff

10 Dated: \_\_\_\_\_

Virginia Eady-Marshall, Plaintiff

12 Dated: \_\_\_\_\_

Enny Joo, Plaintiff

15 Dated: \_\_\_\_\_

Rebecca Train, Plaintiff

18 Dated: \_\_\_\_\_

Nancy Dolan, Plaintiff

20 Dated: \_\_\_\_\_

Anabel Pareja Sinn, Plaintiff

23 Dated: \_\_\_\_\_

Dawn Johnson, Plaintiff

25 02 / 06 / 2025

26 Dated: \_\_\_\_\_



Chelsea Buckley (formerly Hanke), Plaintiff

On behalf of attorneys for Defendants

Dated: 2/7/2025

Paul Hastings LLP



Felicia Davis

On behalf of attorneys for Plaintiffs, the Class, and Aggrieved Employees

Dated: \_\_\_\_\_

Andrus Anderson, LLP

\_\_\_\_\_  
Lori Andrus

Dated: \_\_\_\_\_

Cohen Milstein Sellers & Toll PLLC

\_\_\_\_\_  
Christine Webber

Dated: \_\_\_\_\_

Goldstein Borgen Dardarian & Ho

\_\_\_\_\_  
James Kan

1 On behalf of attorneys for Defendants

2  
3 Dated: \_\_\_\_\_

Paul Hastings LLP

4  
5  
6 \_\_\_\_\_  
Felicia Davis

7  
8 On behalf of attorneys for Plaintiffs, the Class, and Aggrieved Employees

9  
10 Dated: Feb. 6, 2025

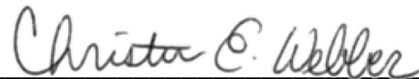
Andrus Anderson, LLP

11 

12 \_\_\_\_\_  
Lori Andrus

13  
14  
15 Dated: Feb. 7, 2025

Cohen Milstein Sellers & Toll PLLC

16  
17 

18 \_\_\_\_\_  
Christine Webber

19  
20 Dated: February 6, 2025

Goldstein Borgen Dardarian & Ho

21  
22 

23 \_\_\_\_\_  
James Kan