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**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

1 opposing experts.

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

10 **C. Mediation and Settlement Negotiations**

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

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

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

11 **III. NO ADMISSION, NO DETERMINATION**

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

- 23 13. Nothing in this Settlement Agreement, nor any action taken in implementation thereof,
24 nor any statements, discussions, or communications, nor any materials prepared,
25 exchanges, issued, or used during the course of the mediation or negotiations leading to
26 this Settlement Agreement, is intended by the Parties to, nor shall any of the foregoing
27 constitute, be introduced, be used, or be admissible in any way in this case or any other
28 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

1 Settlement Agreement, together with interest subsequently earned thereon.

- 2 21. “Court” means the Court having jurisdiction over this Litigation, namely the Superior
3 Court of the State of California, County of Los Angeles.
- 4 22. “Covered Position” means any salaried, full-time, non-union position below the level of
5 Vice President, with a Job Level of B1-B4, T1-T4, TL, P1-P6, P2L-P5L, M1-M3, A1-5,
6 E0, E1, or E1X. Covered Positions do not include (a) individuals working in Hulu,
7 ESPN, Pixar, 21st Century (Fox), FX, National Geographic, Bamtech, and ILM; (b)
8 employees in the HR Compensation job family; (c) in-house employment counsel; and
9 (d) any paralegals and legal assistants involved in assisting with respect to this case.
- 10 23. “Defendants” means the Disney-Related Companies (as defined herein).
- 11 24. “Defendants’ Counsel” means Paul Hastings LLP.
- 12 25. “Disney-Related Company” means The Walt Disney Company, Walt Disney Pictures,
13 Hollywood Records, Inc., Walt Disney Direct-to-Consumer & International, Disney
14 Content Sales, LLC, Buena Vista Home Entertainment, Inc., Walt Disney Parks and
15 Resorts U.S., Inc., Walt Disney Imagineering Research & Development, Inc., American
16 Broadcasting Companies, Inc., and TWDC Enterprises 18 Corp.
- 17 26. “Effective Date” means the date by which all of the following have occurred:
18 a. The Court enters the Judgment; and
19 b. The Judgment becomes Final.
- 20 27. “EPA Class” means the following Class certified by the Court on December 8, 2023,
21 under the California Equal Pay Act:
22 Women who have been or will be employed by a Disney-Related
23 Company in California, between April 1, 2015 and December 28, 2024,
24 below the level of Vice President, and in a salaried, full-time, non-union
25 position with a Job Level of B1-B4, T1-T4, TL, P1-P6, P2L-P5L, M1-
26 M3, A1-5, E0, E1, or E1X assigned to a full job family that is not
27 “other.” This class excludes (a) individuals working in Hulu, ESPN,
28 Pixar, 21st Century (Fox), FX, National Geographic, Bamtech, and ILM;
29 (b) employees in the HR Compensation job family; (c) in-house
30 employment counsel; (d) any paralegals and legal assistants involved in
31 assisting with respect to this case; and (e) any judge to whom the case is
32 assigned and immediate family members of such judge.
- 33 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,

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

- 3 46. "Service Award" means the additional amounts paid to the Named Plaintiffs, subject to
4 Court approval, for their service in this Litigation.
- 5 47. "Settlement Administrator" or "Administrator" means an administrator who has been
6 jointly designated by counsel for the Parties, and approved by the Court, to administer
7 the settlement pursuant to the terms of this Agreement and as ordered by the Court.
- 8 48. "Settlement Class" means all Class Members as defined herein.
- 9 49. "Settlement Payment" means the portion of the Net Settlement Fund that each Class Member
10 is eligible to receive, as determined by Plaintiffs' retained labor economist, Dr. David
11 Neumark, pursuant to the methodology set forth in section IX.C. and Exhibit B herein.
12 Defendants contend there is no pay shortfall at all, and dispute that Dr. Neumark's model
13 accurately analyzes and compares the pay of comparable male and female employees, but
14 have agreed to use this model for the calculation of settlement payments only. Any
15 distribution of "Settlement Payments" will not be on a "claims made" basis.
- 16 50. "Total Settlement Amount" means Forty-Three Million Two Hundred Fifty Thousand
17 Dollars (\$43,250,000.00), which consists of all payments to Class Members for Settlement
18 Payments, any Named Plaintiff Service Awards, Settlement Administrator expenses, the
19 PAGA Payment, and Class Counsel Fees and Expenses, as approved by the Court. The
20 Total Settlement Amount is non-reversionary.

21 **B. Cooperation**

- 22 51. The Parties agree that they will cooperate to effectuate and implement all terms and
23 conditions of this Settlement Agreement, and exercise good faith efforts to accomplish
24 the terms and conditions of this Settlement Agreement. The Parties agree to accept non-
25 material and procedural changes to this Settlement Agreement if so required by the
26 Court in connection with Final Approval of the Settlement Agreement, but they are not
27 obligated to accept any changes to the Total Settlement Amount or the substantive non-
28

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

2 **V. CERTIFICATION OF FEHA SETTLEMENT CLASS**

3 52. Solely for the purposes of settlement and the proceedings contemplated herein for
4 effectuating the Settlement Agreement, the Parties stipulate and agree that the Court
5 may (i) certify the FEHA Settlement Class in accordance with the definition provided
6 herein; (ii) appoint the Named Plaintiffs as Settlement Class Representatives to
7 represent the FEHA Settlement Class for settlement purposes; and (iii) appoint Class
8 Counsel as counsel for the FEHA Settlement Class. Certification of the FEHA
9 Settlement Class shall be effective and binding only with respect to the Settlement
10 Agreement.

11 53. It is expressly recognized and agreed that this stipulation as to the certification of the
12 FEHA Settlement Class and the appointment of Class Representatives and Class
13 Counsel shall be of no force and effect and has no evidentiary significance outside of or
14 beyond enforcing the terms of this Agreement. By entering into this Agreement,
15 Defendants do not waive their right to challenge or contest the maintenance of any
16 lawsuit against them as a class action or to oppose certification of any class other than
17 the FEHA Settlement Class in connection with the settlement memorialized in this
18 Agreement.

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

20 **A. Jurisdiction and Venue**

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

27 **B. Preliminary Approval**

28 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 (45 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.
- 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 forty-five (45) 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

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

4 66. Any Class Member who wishes to opt out of the settlement must submit to the
5 Settlement Administrator a written, signed statement that they are opting out,
6 postmarked or submitted to the website set up by the Settlement Administrator on or
7 before forty-five (45) days after the initial Notice of Settlement is distributed to Class
8 Members. To be effective, the statement must include a written statement confirming
9 that the individual is aware that by opting out they will forego the opportunity to receive
10 monetary benefits from this Settlement Agreement. The statement must be signed by
11 the Class Member and include the Class Member's name, address, phone number and
12 the unique Notice Identification Number contained in the Notice received by the Class
13 Member.

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

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

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

2 **E. Motion for Final Approval**

3 69. Plaintiffs will move for final approval within twenty-one (21) days after the deadline for
4 opt-outs and objections. Plaintiffs will request a Final Approval hearing for a date as
5 soon thereafter as possible for the Court. Prior to Class Counsel's filing of the Motion
6 for Final Approval, the Settlement Administrator shall provide the Parties with a
7 declaration confirming the extent of the Settlement Administrator's performance of its
8 Administration duties described herein regarding the dissemination of Notice of
9 Settlement.

10 70. Plaintiffs will provide Defendants with a draft of the Final Approval motion at least
11 seven (7) calendar days before filing, and Defendants shall have the right to review it
12 and provide comments by two (2) business days before filing. Plaintiffs shall consider
13 any such comments in good faith, and they shall not unreasonably reject such
14 comments.

15 71. Provided that the Judgment is consistent with the material terms of this Agreement,
16 Plaintiffs, Class Members who did not timely submit an objection to the Settlement
17 Agreement and intervene in the Action, Defendants, and their respective counsel hereby
18 waive any and all rights to appeal from the Judgment, including all rights to any post-
19 judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a
20 motion for new trial, and any extraordinary writ, and the Judgment therefore will
21 become non-appealable at the time it is entered. The waiver of appeal does not include
22 any waiver of the right to oppose any appeal, appellate proceedings or post-judgment
23 proceedings, or to file a cross-appeal. This paragraph does not preclude Plaintiffs or
24 Class Counsel from appealing from a refusal by the Court to award the full Named
25 Plaintiff Service Awards or the Class Counsel Fees and Expenses sought by them. If an
26 appeal is taken from the Judgment, the time for consummating the Settlement
27 Agreement (including making payments under the Settlement Agreement) will be
28 suspended until such time as their appeal is finally resolved and the Judgment becomes

1 Final, as defined in this Agreement.

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

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

15 73. In the event that this Settlement Agreement does not become final and binding, this
16 Settlement Agreement will become null and void. No party shall be deemed to have
17 waived any claims, objections, rights or defenses, or legal arguments or positions.
18 Neither this Settlement Agreement nor the Court's Preliminary or Final Approval
19 thereof shall be admissible in any court regarding any issue or subject (except for the
20 purpose of enforcing this Settlement Agreement). Each Party reserves the right to
21 prosecute or defend this Action in the event that the Settlement Agreement does not
22 become final and binding.

23 74. If this Settlement Agreement is not approved by the Court or for any other reason is
24 terminated or fails to become effective in accordance with its terms (or, if following
25 approval by this Court, such approval is reversed or substantively modified on appellate
26 review), the Parties shall be restored to their respective positions that existed in this
27 Action prior to entering into this Settlement Agreement; the terms and provisions of this
28 Settlement Agreement shall have no force or effect and shall not be used in this Action

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

19 **VII. RELEASE OF CLAIMS**

20 **A. Class Members**

21 75. In consideration for their awarded Settlement Payment, as of the date the settlement
22 becomes Effective, all Class Members who do not timely opt out will release all claims
23 asserted or that could have been asserted on behalf of the Classes under the provisions
24 of the Amended Complaint, including without limitation claims under the California
25 EPA, gender-based FEHA pay discrimination claims, waiting time claims, PAGA
26 claims, California Labor Code section 232 claims, California Labor Code section 210
27 claims, and UCL claims, based on the facts alleged in the Amended Complaint that
28 occurred between April 1, 2015 and the date of Preliminary Approval. Such claims

1 include claims for wages, statutory penalties, civil penalties, attorneys' fees and costs,
2 interest, (the "Class Members' Released Claims").¹

3 **B. PAGA Group**

4 76. As of the date the settlement becomes Effective, the State of California and all PAGA
5 Group Members shall release any and all PAGA Claims for civil penalties against
6 Defendants and the Released Parties that were pled or could have been pled based on
7 the factual allegations contained in the notices dated July 5, 2019, September 18, 2019,
8 and November 21, 2024, submitted by Plaintiffs to the Labor and Workforce
9 Development Agency ("LWDA") pursuant to PAGA, that occurred during the PAGA
10 Period, including but not limited to claims under California Labor Code sections 201-
11 204, 210, 226, 232, 1194.5, 1197.5, and 2698 *et seq.* (the "Released PAGA Claims").
12 All such persons will release the PAGA Claims described herein and receive a portion
13 of the PAGA Payment, regardless of whether they opt out of the Class.

14 **C. No Bar to Future Claims**

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

20 **D. Ownership of Claims**

21 78. Class Members may not assign or transfer their rights to participate in this Settlement
22 Agreement. The Parties and their counsel represent, covenant, and warrant that they
23 have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
24 transfer, or encumber to any person or entity any portion of any liability, claim,
25 demand, action, cause of action or right herein released and discharged. Named
26 Plaintiffs and Class Counsel further represent and warrant that there are not any liens or
27

28 ¹ 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 claims against any amount that Defendants are to pay the Named Plaintiffs or Class
2 Counsel under this Agreement.

3 **VIII. NON-MONETARY RELIEF**

4 79. Defendants will retain a consulting Industrial/Organizational Psychologist (“I/O
5 Psychologist”) who will familiarize him or herself with Defendants’ existing practices
6 with respect to organizing jobs within Defendants’ job architecture. The I/O
7 Psychologist will then provide training to Defendants’ Compensation personnel
8 involved in organizing jobs within Defendants’ job architecture on best practices for
9 benchmarking jobs to external market data and organizing jobs within Defendants’ job
10 architecture. This training will occur in 2025. Defendants’ legal counsel will advise
11 Class Counsel of the identity of the I/O Psychologist selected by Defendants prior to
12 commencing work, and if Class Counsel have objections, the parties will meet and
13 confer before the final selection is made. Defendants’ counsel will also inform Class
14 Counsel when the training has been completed.

15 80. In 2025, 2026 and 2027, Defendants’ legal counsel will retain or continue to retain an
16 outside labor economist to perform a privileged pay equity analysis of all full-time, non-
17 union, California employees below the level of Vice President.² The labor economist
18 will analyze the annual base pay of these employees to identify whether any potential
19 statistically significant pay differences exist. This analysis will use a model that
20 includes the following controls used by Dr. David Neumark to analyze base pay in the
21 Expert Report of David Neumark in the matter of *Rasmussen, et al. v. The Walt Disney*
22 *Company, et al.*, dated June 2023, although Defendants dispute that this is the
23 appropriate way to analyze “pay equity” within Defendants’ workforce. The controls
24 will include: potential experience at hire and square; Company tenure and square;
25 exempt status; northern and southern region indicators; technology job indicator;

26
27
28 ² 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 technology job X region indicators; job family X job level; and segment (or similar
2 controls to the extent the controls listed above no longer exist). Defendants will pay all
3 fees and expenses for this expert. If the labor economist identifies a statistically
4 significant pay difference, Defendants will take appropriate steps to address the pay
5 differential. Defendants' legal counsel will advise Class Counsel when the analysis has
6 been completed each year, and that any differential has been addressed.

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

11 **IX. MONETARY RELIEF**

12 **A. Settlement Administration**

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

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

23 **B. Class Settlement Fund**

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

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

7 85. The Settlement Payments will be made within twenty (20) days after Defendants
8 transfer the Total Settlement Amount to the Settlement Administrator. The Named
9 Plaintiff Service Award Payments, Class Counsel Fees and Expenses Payment, and the
10 PAGA Payment portion due to the LWDA will be paid within five (5) days after
11 Defendants transfer the Total Settlement Amount to the Settlement Administrator.

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

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

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

23 88. After deducting the amounts for the PAGA Payment, Plaintiffs' Named Plaintiff
24 Service Award Payments (if awarded by the Court), Class Counsel Fees and Expenses,
25 and the Settlement Administrator's fees and expenses, the remainder of the Settlement
26 Amount (the "Net Settlement Fund") will be allocated to each Participating Class
27 Member pursuant to the Plan of Allocation attached hereto as Exhibit B from the Class
28 Settlement Fund. Plaintiffs' retained labor economist, Dr. David Neumark, will

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

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

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

27 **E. Tax Liability**

28 90. The Parties make no representations as to the tax treatment or legal effect of the

1 payments called for by this Agreement, and Plaintiffs, Settlement Class Members,
2 PAGA Group Members, and the Parties are not relying on any statement or
3 representation by any of the other Parties in this regard. Plaintiffs and Settlement Class
4 Members understand and agree that they will be responsible for payment of their
5 respective portions of any taxes and penalties assessed on the Settlement Payments and
6 PAGA Payment described in this agreement and will be solely responsible for any such
7 penalties or other obligations resulting from their personal tax reporting of all such
8 payments.

9 **F. Circular 230 Disclaimer**

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

26 **G. PAGA Payment**

27 92. From the Total Settlement Amount, after fees are deducted, a PAGA Payment of Two
28 Hundred and Fifty Thousand Dollars (\$250,000) will be deducted to resolve the PAGA

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

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

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

27 94. The Settlement Administrator will issue to each Named Plaintiff a Form 1099 with
28 respect to their awarded Named Plaintiff Service Award Payment. The Settlement

1 Administrator will pay the Service Award Payments approved by the Court to the
2 Named Plaintiffs five (5) days after Defendants transfer the Total Settlement Amount to
3 the Settlement Administrator.

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

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

11 **J. Tax Treatment**

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

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

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

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

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

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

3 **K. Disposition of Uncashed Settlement Checks**

4 100. The Parties will instruct the Settlement Administrator to make efforts by email or U.S.
5 mail to ensure that any Class Members who have not cashed their checks after forty-five
6 (45) days do so. Checks will become void one hundred and eighty (180) days after the
7 initial mailing date. To facilitate Class Members negotiating their checks, the
8 Settlement Administrator shall reissue checks to Class Members upon request.

9 101. Within fourteen (14) days of the initially mailed checks becoming void, the Settlement
10 Administrator shall provide the Parties with a declaration describing the results of its
11 distribution of Settlement Funds, including any residual amount as of that date. No later
12 than ten (10) days after receipt of the Settlement Administrator's declaration, Class
13 Counsel shall file it along with a Compliance Report consistent with the requirements of
14 Code of Civil Procedure section 384.

15 102. If any Settlement Payment check is not timely cashed by a Class Member, that payment
16 will be sent to the California State Controller's Office, Unclaimed Property Fund, in the
17 name of the Class Member, where the Class Member can later claim their funds.

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

19 103. This Settlement Agreement authorizes Class Counsel to request that the Court approve
20 an award of attorneys' fees in a total amount up to one-third of the Total Settlement
21 Payment, *i.e.* Fourteen Million Four Hundred Sixteen Thousand Six Hundred Sixty-Six
22 Dollars and Sixty-Seven Cents (\$14,416,666.67) and reimbursement of litigation
23 expenses not to exceed One Million Eight Hundred Thousand Dollars (\$1,800,000).
24 Collectively, these sums will be the Class Counsel Fees and Expenses Payment.

25 104. The Settlement Administrator shall distribute the Class Counsel Fees and Expenses
26 awarded by the Court five (5) days after Defendants transfer the Total Settlement
27
28

1 Amount to the Settlement Administrator.

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**

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

4 **E. Modifications to this Agreement**

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

7 **F. No Drafting Presumption**

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

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

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

17 **H. Interpretation of Terms**

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

20 **I. Severability**

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

25 **J. Paragraph and Section Headings**

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

28 **K. Counterparts**

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

3 **L. Agreement Binding**

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

12 **M. Enforcement**

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

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

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

27 It is so agreed.
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Dated: 11/23/2024

DocuSigned by:



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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

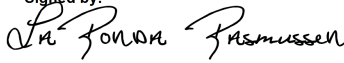
1 Dated: _____

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

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4 Dated: November 25, 2024

Signed by:

2C13B12A67A8427...

LaRonda Rasmussen, Plaintiff

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7 Dated: _____

Karen Moore, Plaintiff

8

9

10 Dated: _____

Virginia Eady-Marshall, Plaintiff

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12 Dated: _____

Enny Joo, Plaintiff

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Rebecca Train, Plaintiff

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18 Dated: _____

Nancy Dolan, Plaintiff

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21 Dated: _____

Anabel Pareja Sinn, Plaintiff

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23 Dated: _____

Dawn Johnson, Plaintiff

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26 Dated: _____

Chelsea Buckley (formerly Hanke), Plaintiff

27

28

1 Dated: _____

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

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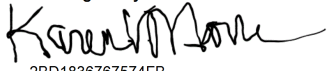
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LaRonda Rasmussen, Plaintiff

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7 Dated: November 24, 2024

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Karen Moore, Plaintiff

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Virginia Eady-Marshall, Plaintiff

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Enny Joo, Plaintiff

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Rebecca Train, Plaintiff

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Nancy Dolan, Plaintiff

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Anabel Pareja Sinn, Plaintiff

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Dawn Johnson, Plaintiff

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Chelsea Buckley (formerly Hanke), Plaintiff

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

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LaRonda Rasmussen, Plaintiff

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Karen Moore, Plaintiff

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Virginia Eady-Marshall
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Virginia Eady-Marshall, Plaintiff

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Enny Joo, Plaintiff

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Rebecca Train, Plaintiff

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Nancy Dolan, Plaintiff

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Karen Moore, Plaintiff

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Virginia Eady-Marshall, Plaintiff

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Enny Joo, Plaintiff

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Rebecca Train, Plaintiff

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Chelsea Buckley (formerly Hanke), Plaintiff

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

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LaRonda Rasmussen, Plaintiff

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Karen Moore, Plaintiff

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Virginia Eady-Marshall, Plaintiff

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Enny Joo, Plaintiff

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Rebecca Train
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Rebecca Train, Plaintiff

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Nancy Dolan, Plaintiff

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Anabel Pareja Sinn, Plaintiff

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Dawn Johnson, Plaintiff

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Chelsea Buckley (formerly Hanke), Plaintiff

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

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LaRonda Rasmussen, Plaintiff

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Karen Moore, Plaintiff

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Virginia Eady-Marshall, Plaintiff

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Enny Joo, Plaintiff

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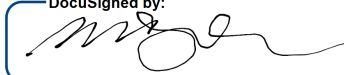
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Rebecca Train, Plaintiff

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Nancy Dolan, Plaintiff

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Anabel Pareja Sinn, Plaintiff

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Dawn Johnson, Plaintiff

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Chelsea Buckley (formerly Hanke), Plaintiff

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

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LaRonda Rasmussen, Plaintiff

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Karen Moore, Plaintiff

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Virginia Eady-Marshall, Plaintiff

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Enny Joo, Plaintiff

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Rebecca Train, Plaintiff

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Nancy Dolan, Plaintiff

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Anabel Pareja Sinn
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Anabel Pareja Sinn, Plaintiff

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Dawn Johnson, Plaintiff

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Chelsea Buckley (formerly Hanke), Plaintiff

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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

Dated: November 25, 2024

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Dawn Johnson
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Dawn Johnson, Plaintiff

Dated: _____

Chelsea Buckley (formerly Hanke), Plaintiff

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

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LaRonda Rasmussen, Plaintiff

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Karen Moore, Plaintiff

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Virginia Eady-Marshall, Plaintiff

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Enny Joo, Plaintiff

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Rebecca Train, Plaintiff

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Nancy Dolan, Plaintiff

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Anabel Pareja Sinn, Plaintiff

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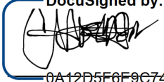
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Dawn Johnson, Plaintiff

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25 Dated: November 24, 2024

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Chelsea Buckley (formerly Hanke), Plaintiff

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1 On behalf of attorneys for Defendants

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3 Dated: 11/24/2024

Paul Hastings LLP

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Felicia Davis

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

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10 Dated: _____

Andrus Anderson, LLP

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Lori Andrus

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15 Dated: _____

Cohen Milstein Sellers & Toll PLLC

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Christine Webber

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Goldstein Borgen Dardarian & Ho

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James Kan

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1 On behalf of attorneys for Defendants

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3 Dated: _____

Paul Hastings LLP

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Felicia Davis

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10 Dated: November 25, 2024 .

Andrus Anderson, LLP

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Lori Andrus

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Cohen Milstein Sellers & Toll PLLC

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Christine Webber

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20 Dated: November 25, 2024 .

Goldstein Borgen Dardarian & Ho

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James Kan

EXHIBIT A

*Superior Court of California, Los Angeles County
Rasmussen v. The Walt Disney Company, et al.
Case No. 19STCV10974*

**Notice of Class Action Settlement ("Notice")
Authorized by the California Superior Court**

Are you a woman who worked for a Disney-related company in California at any time between April 1, 2015 and December 28, 2024?

There is a proposed settlement of the lawsuit named above, for \$43.25 million. You may be entitled to payment from the settlement.

To be part of this settlement and receive money, you do not need to take any action.

If you do not want to be part of the settlement, you must opt out by [date].

Important things to know:

- The parties have agreed to settle the case listed above. You are receiving this notice because relevant records show that you are a settlement class member.
- If you take no action, you will remain in the class; you will receive money automatically and be bound by the settlement.
- You can learn more at: www.RasmussenVTWDCSettlement.com.

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About This Notice

Why did I receive this notice?

This notice is to inform you about the settlement of a class action lawsuit, *Rasmussen v. The Walt Disney Company, et al.*, brought on behalf of women who worked for certain Disney-related companies (the "Defendants") in California between April 1, 2015 and December 28, 2024. **You received this notice because Defendants' records indicate you are a member of the group of people affected by the settlement, called the settlement class.** This notice gives you a summary of the terms of the settlement and explains your rights as a class member.

This is an important legal document, and we recommend that you read all of it. If you have questions or need assistance, please go to www.RasmussenVTWDCSettlement.com or call [phone number].

What do I do next?

Read this notice to understand the settlement. Then, decide if you want to:

Your Options	More information about each option
DO NOTHING AND RECEIVE A PAYMENT	If you do nothing, you will receive a cash payment, and you will be bound by the settlement.
OPT OUT	If you opt out, you will not receive a cash payment, and you will not be bound by the settlement.
OBJECT	If you do not agree with the settlement, you can tell the Court through an objection.

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to mail an opt out form or objection: **[45 days after notice is mailed]**

Final hearing: **[date]**

About the Lawsuit

What is this lawsuit about?

This lawsuit was filed in 2019, alleging that Defendants violated the law by paying women employees in certain positions in California less than men for similar work.

Defendants expressly deny that women are or were paid less than men performing similar work and deny all of the other allegations brought in the case.

You can get a complete copy of the proposed settlement and other key documents in this lawsuit by visiting:

www.RasmussenVTWDCSettlement.com

Why is there a settlement?

The parties have agreed to settle the case because both see risks and uncertainties for each side in continued litigation. The Plaintiffs and their counsel believe that the settlement is fair, reasonable, and in the best interests of the Class Members. The Court has approved this notice of settlement, but the settlement will not become final unless the Court approves it. The settlement is not an admission by Defendants that Plaintiffs' claims have merit or that Defendants have any liability to Plaintiffs or Class Members.

What are the next steps?

The Court will hold a hearing to decide whether to approve the settlement. The hearing will be held at:

Where: Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012

When: [time] on [date].

You do not need to attend the hearing, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. The date of the hearing may change without further notice to members of the class. To confirm the hearing date, go to

www.RasmussenVTWDCSettlement.com.

Updating your contact information

If your contact information is inaccurate, or if you move before you receive your Settlement Payment, you should contact [] to provide your updated mailing address. It is your responsibility to keep a current address on file with the Settlement Administrator.

Learning About the Settlement

What does the settlement provide?

Defendants have agreed to pay \$43,250,000 into a settlement fund. This money will be divided among the class members and will also be used to pay for costs and fees approved by the Court, including the cost of administering this settlement (expected to be approximately \$100,000), attorneys' fees (no more than \$14,416,666.67) and costs (no more than \$1,800,000), service awards for the nine Class Representatives who brought this case (\$90,000 total), and \$250,000 for resolution of claims under the Private Attorneys General Act ("PAGA"). Members of the settlement class will release their claims as part of the settlement, which means they cannot sue Defendants for the same issues in this lawsuit. The full terms of the release can be found below.

None of the Class Settlement Fund will revert to Defendants.

The law requires that recoveries under PAGA must be split, with 75% going to the California Labor and Workforce Development Agency, and

25% allocated to the PAGA Group. Everyone falling within the class definition who worked for Defendants on or after July 15, 2018, is within the PAGA Group, and thus will share in \$62,500.

In addition, Defendants will be working with a labor economist to conduct privileged pay equity analyses over the next three years, and working with an industrial organizational psychologist to provide training to Defendants' Compensation personnel involved in organizing jobs within Defendants' job architecture on best practices for benchmarking jobs to external market data and organizing jobs within Defendants' job architecture.

More information about the settlement can be found in the Settlement Agreement at www.RasmussenVTWDCSettlement.com.

Am I a settlement class member?

If you are a woman who worked in a "covered position" for Defendants in California at any time between April 1, 2015 and December 28, 2024, you are part of this settlement.

A "covered position" is 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. This settlement does not include: (a) individuals working in Hulu, ESPN, Pixar, 21st Century (Fox), FX, National Geographic, Bamtech, or ILM; (b) employees in the HR Compensation job family; (c) in-house employment counsel; or (d) any paralegals and legal assistants involved in assisting with respect to this case.

If you received a copy of this notice addressed to you either by mail or email, Defendants' records indicate you are part of this settlement. If you are unsure of whether you are part of this settlement, contact the Settlement Administrator at [phone number].

How was my estimated payment calculated?

All class members will receive a settlement payment unless they opt out. Settlement payments will be calculated according to the Allocation Plan, Ex. B to the Settlement Agreement. This Allocation Plan is summarized in the enclosed Estimated Settlement Payment insert.

- The Class Settlement Fund size will depend in part on the amount of fees, costs, and service awards approved by the Court.
- Every Class Member will be awarded a minimum of \$200. The amounts in addition to the minimum will be calculated as described in the enclosed Estimated Settlement Payment insert.
- Everyone falling within the PAGA Group will receive an equal share of the PAGA award that goes to plaintiffs rather than to the state.

What claims am I releasing if I do not opt out?

If you do not opt out, you will release all claims asserted or that could have been asserted on behalf of the classes against Defendants and Released Parties under the provisions of the Amended Complaint, including without limitation claims under the California Equal Pay Act (Cal. Lab. Code § 1197.5), gender-based FEHA pay discrimination claims (Cal. Gov't Code § 12900, et seq.), waiting time claims (Cal. Lab. Code §§ 201-203), California Labor Code section 232 claims, California Labor Code section 210 claims, and Unfair Competition Law claims (Cal. Bus. & Prof. Code § 17200, et seq.), based on the facts alleged in the Amended Complaint that occurred during the period April 1, 2015 through [preliminary approval date]. Such claims include claims for wages, liquidated damages, statutory penalties, civil penalties, attorneys' fees and costs, and interest.

The State of California and all PAGA Group members will 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 period July 15, 2018 through [preliminary approval date], 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 Parties are Defendants, and each of their respective affiliates, parents, subsidiaries, successors and all other related entities, including but not limited to all of their incumbent and former officers, directors, owners, members, managers, shareholders,

investors, agents, insurers, attorneys, employees, fiduciaries, successors, assigns, and representatives, in their individual and/or representative capacities.

The Amended Complaint and the complete Settlement Agreement can be found at www.RasmussenVTWDCSettlement.com.

Deciding What You Want to Do

How do I weigh my options?

You have three options: (1) You can do nothing and stay in the settlement to receive payment, (2) you can opt out of the settlement, or (3) you can object to the settlement. This chart shows the effects of each option:

	<i>do nothing</i>	<i>opt out</i>	<i>object</i>
Will I receive settlement money if I . . .	YES	NO	YES
Am I bound by the terms of this settlement if I . . .	YES	NO	YES
Can I pursue my own case if I . . .	NO	YES	NO
Will the class lawyers represent me in this case if I . . .	YES	NO	NO

How do I receive a payment if I am a class member?

If you wish to receive money, **you do not need to do anything**. By doing nothing, you will remain a part of this settlement and your payment will automatically be mailed to you. To ensure that you receive your check in the mail, you should ensure that the administrator has your correct mailing address.

If you don't want to be bound by the settlement, you must opt out.

Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers—called Class Counsel—to work on the case and defend the interests of all the class members. If you want to be represented by your own attorney, you may hire one at your own expense. For this settlement, the Court has appointed the following individuals and lawyers.

Class Representatives: LaRonda Rasmussen, Karen Moore, Virginia Eady-Marshall, Enny Joo, Rebecca Train, Nancy Dolan, Anabel Pareja Sinn, Dawn Johnson, and Chelsea Hanke.

Class Counsel: Andrus Anderson LLP, Cohen Milstein Sellers & Toll PLLC, and Goldstein, Borgen, Dardarian & Ho. These are the law firms that negotiated this settlement on your behalf. You will not be charged for their services.

Do I have to pay the lawyers in this lawsuit?

Attorneys' fees and costs will be paid from the settlement fund used to pay class members' claims. You will not have to pay the Class Counsel directly.

To date, Class Counsel have not been paid any money for their work or out-of-pocket expenses in this case. To pay for their time and risk in bringing this case without any guarantee of payment unless they were successful, Class Counsel will request, as part of the final approval of the settlement, that the Court authorize a payment of up to \$14,416,666.67 total in attorneys' fees (1/3 of the total settlement amount) plus the reimbursement of out-of-pocket expenses totaling no more than \$1,800,000. Attorneys' fees and expenses will only be awarded if authorized by the Court as a fair and reasonable amount.

Opting Out

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive payment of your

settlement share and cannot object to the settlement. However, you will not be bound by the settlement and may be able to file your own case. Regardless of whether you opt out, if you are a member of the PAGA Group, you will still receive a share of the PAGA settlement, which is expected to be a total of \$62,500 that will be divided among the entire PAGA Group equally.

How do I opt out?

To opt out of the settlement, you must submit a written statement by [date 45 days after notice is mailed] to the settlement administrator at:

Settlement Administrator
[Insert]
City, ST 00000-0000
1-800-000-00000

You may also submit an opt-out statement here: [website].

To be valid, your opt out must include your name, address, telephone number, your unique Notice Identification Number, your signature, and state in writing that you want to exclude yourself and will not receive a settlement payment.

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement (including the attorneys' fees) but do not want to opt out, you may object. You must give reasons why you object, and say whether your objection applies to just you as a class member, or the entire class. Your views will be presented to the Court. The Court can only approve or deny the settlement as is—it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you can submit a letter to the settlement administrator or appear at the final hearing. If you wish to submit a written objection, it must:

- (1) be postmarked or submitted to the website by [45 days after notice is mailed];
- (2) include your full name, address and telephone number;
- (3) include your unique Notice Identification Number contained in this Notice
- (4) state the reasons for your objection; and
- (5) contain your signature.

Submit the letter on the website or mail it to:

Settlement Administrator
 [Insert]
 City, ST 00000-0000
 1-800-000-00000

Key Resources

How do I find more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found on the case website listed below, along with other documents about the case. To obtain a hard copy of the settlement agreement or receive answers to your questions:

- contact Class Counsel (information below)
- visit the case website at www.RasmussenVTWDCSettlement.com

Resource	Contact Information
Case website	www.RasmussenVTWDCSettlement.com
Settlement Administrator	Settlement Administrator Main Avenue Suite 1 City, ST 00000-0000 1-800-000-00000

<p>Class Counsel</p>	<p>Andrus Anderson LLP 155 Montgomery Street, Suite 900 San Francisco, CA 94104</p> <p>Cohen Milstein Sellers & Toll PLLC 1100 New York Avenue NW, Fifth Floor Washington, DC 20005</p> <p>Goldstein, Borgen, Dardarian & Ho 155 Grand Avenue, Suite 900 Oakland, CA 94612</p> <p>[we will insert case specific phone and email contact information in final version]</p>
<p>Court (DO NOT CONTACT)</p>	<p>In addition to the Settlement Agreement and other materials on the settlement website listed above, the pleadings and complete records in this litigation may be examined (a) online on the Superior Court of California, County of Los Angeles at www.lacourt.org, or (b) in person at Records, Superior Court of California, County of Los Angeles, 312 N. Spring Street, Los Angeles, CA 90012, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays and closures.</p>

[FULL NAME]

[Unique Settlement Identifier]

YOUR ESTIMATED SETTLEMENT PAYMENT

As described in more detail in the Settlement Agreement, Ex. B, every class member who does not opt out will receive a minimum of \$200, plus an additional amount, calculated as follows:

- Plaintiffs' Labor Economist Dr. David Neumark used the statistical model that he prepared for trial in this action, which is substantially the same as the model he presented in conjunction with Plaintiffs' motion for class certification to estimate the difference in pay alleged by Plaintiffs, with separate estimates for the EPA Class and the FEHA Settlement Class (which is certified only for settlement purposes). He found an estimated difference for the EPA class of 0.58% and for the FEHA Settlement Class, 2.01%.¹
- These percentages will be applied to the total of your salary, lump sum payments and annual bonuses earned from April 1, 2015 through December 28, 2024, with interest added, to calculate your EPA and FEHA Settlement Shares. If you are not in the EPA Class, you will only receive an award based on your FEHA Settlement Share.
- The full amount of the EPA Settlement Share will be added to 25% of the FEHA Settlement Share for each class member, and all Settlement Shares totaled. Each class member's percentage of the total of all settlement shares will be calculated and applied to the amount remaining for allocation after the amount required to cover minimum payments is deducted. That amount will be added to the \$200 minimum payment to equal your settlement payment.

Your gross estimated settlement payment is: _____

As described in more detail in the Settlement Agreement, Ex. B, all class members who worked for Defendants on or after July 15, 2018 are also part of the PAGA Group and will receive equal shares of the plaintiffs' portion of the PAGA settlement amount. If you are within the PAGA Group, your share is listed below; if you are not within the PAGA Group, \$0 is listed below.

Your estimated PAGA payment is: _____

¹ 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.

EXHIBIT B

I. Allocation to Participating Class Members

- A. All Class Members other than those who timely and properly elect not to participate in the Settlement will be bound by the Settlement and its release of claims (hereinafter, “Participating Class Members”). Settlement Payments will be made 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 portion of the PAGA Payment regardless of whether they opt out or previously opted out of the class.
- B. After deducting the amounts for the PAGA Payment, Plaintiffs’ Class Representative Service Award Payments (if any are awarded by the Court), Class Counsel’s Attorneys’ 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 set forth in paragraph D below.
- C. Plaintiffs’ labor economist, Dr. David Neumark, will calculate the Settlement Payment of each Participating Class Member using the formulas set forth in the Plan of Allocation in paragraph D below, provide preliminary allocation data for the Class Notice to the Settlement Administrator on the schedule set forth in the Settlement Agreement, and after final approval provide a final allocation on the schedule set forth in the Settlement Agreement.
- D. Plaintiffs’ labor economist, Dr. Neumark, used the statistical model that he prepared for trial in this action, which is substantially the same as the model he presented in conjunction with Plaintiffs’ motion for class certification to estimate the difference in pay alleged by Plaintiffs, with separate estimates for the EPA Class and the FEHA Settlement Class (which is certified only for settlement purposes). 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. The allocation will be based on these figures, and proceed as follows:
1. Allocate \$200 minimum to each Participating Class Member (only one minimum payment, even if someone is a member of both classes). Deduct the total of those minimum payments from the Net Settlement Fund, and allocate the remainder as set forth below.
 2. For each Participating Class Member in the EPA Class, calculate the dollar value of Dr. Neumark’s 0.58% EPA Class pay shortfall, which Defendants dispute, considering the Participating Class Member’s salary, lump sum payments, and annual bonuses paid from April 1, 2015 through December 28, 2024, with interest at 10% per year added, plus an equal amount to be added as liquidated damages. This will be referred to as the “EPA Share.”

3. For each Participating Class Member in the FEHA Settlement Class, including members of the EPA Class, calculate the dollar value of Dr. Neumark's 2.01% FEHA Settlement Class pay shortfall, which Defendants dispute, considering the Participating Class Member's salary, lump sum payments, and annual bonuses paid from April 1, 2015 through December 28, 2024, with interest at 10% per year added. This will be referred to as the "FEHA Share."
 4. Because the FEHA claim was not certified, only 25% of the FEHA Share will be added to the EPA Share for each Participating Class Member, and the resulting total for each Participating Class Member will be referred to as their "Combined Share."
 5. The Combined Shares for all Participating Class Members will be added together (referred to as the "Total Combined Shares"), and each Participating Class Member's percentage of the Total Combined Shares will be calculated by dividing each Class Member's Combined Share by the Total Combined Shares. That percentage for each Class Member will then be multiplied by the amount of the Net Settlement Fund after deduction for the minimum payments described above, and added to the \$200 minimum payment to determine the Settlement Payment for each Class Member.
- E. PAGA Payment Allocation: After deducting 75% of the PAGA Payment, which will be paid to the Labor and Workforce Development Agency, the remainder will be allocated to all PAGA Group Members, whether or not they opt out, on a per person basis.