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Attorneys for Plaintiffs

Tina Lundin and Derek Brumbaugh

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

Tina Lundin, individually, and on behalf of
other members of the general public similarly
situated; Derek Brumbaugh, individually, and
on behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

v.

Anaheim Transportation Network DBA
Anaheim Resort Transportation, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2021-01204870-CU-OE-CXC

Honorable Randall J. Sherman
Department CX-105

CLASS ACTION**SUPPLEMENTAL DECLARATION OF
DANIELLE L. GRUPPCHANG IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Supplemental Brief in support of Plaintiffs'
Motion for Preliminary Approval of Class
Action Settlement; Declaration of Monica
Joyce Pascua; and [Revised Proposed] Order
filed concurrently herewith]

Date: October 11, 2024

Time: 10:00 a.m.

Department: CX-105

Complaint Filed: June 4, 2021

FAC Filed: March 28, 2024

Trial Date: None Set

1 **SUPPLEMENTAL DECLARATION OF DANIELLE L. GRUPPCHANG**

2 I, Danielle L. GruppChang, hereby declare as follows:

3 1. I am an attorney licensed to practice law in the State of California. I am a member
4 of Brock & Gonzales, LLP, attorneys of record for Plaintiffs Tina Lundin and Derek
5 Brumbaugh. The facts set forth in this declaration are within my personal knowledge or based
6 on information and belief, and if called as a witness, I could and would competently testify
7 thereto.

8 2. On May 8, 2024, Plaintiffs filed their Unopposed Motion for Preliminary
9 Approval of Class Action Settlement (“Motion for Preliminary Approval”) seeking approval of
10 the Class Action and PAGA Settlement Agreement and Class Notice executed on or around May
11 7, 2024 (“Original Settlement Agreement”).

12 3. On August 2, 2024, the Court issued a Minute Order continuing the hearing on
13 Motion for Preliminary Approval and requesting additional information and briefing and
14 support in support of the Motion for Preliminary Approval.

15 **AMENDMENT NO. 1 TO THE CLASS ACTION AND PAGA SETTLEMENT**
16 **AGREEMENT AND CLASS NOTICE**

17 4. Based on the Court’s guidance, Plaintiffs and Defendant Anaheim Transportation
18 Network dba Anaheim Resort Transportation met and conferred, negotiated, and executed
19 Amendment No. 1 to the Class Action and PAGA Settlement Agreement (“Amendment No. 1,”
20 together with the Original Settlement Agreement referred to as “Amended Settlement
21 Agreement” or “Settlement.”) A true and correct copy of Amendment No. 1 to the Class Action
22 and PAGA Settlement Agreement and Class Notice is attached hereto as “**EXHIBIT 1.**”

23 5. A true and correct redlined copy of Amendment No. 1 showing how the terms of
24 the Original Settlement Agreement have changed is attached hereto as “**EXHIBIT 2.**”

25 6. The Parties have also prepared a [Revised Proposed] Order Granting Preliminary
26 Approval of Class Action Settlement (“Revised Proposed Order”) filed concurrently herewith.
27 Additionally, the Parties have prepared a Revised Court Approved Notice of Class Action and
28 PAGA Settlement and Hearing Date for Final Court Approval (“Revised Class Notice”). A true

1 and correct redlined copy of the Revised Class Notice showing how the original Class Notice has
2 changed is attached hereto as “**EXHIBIT 3.**”

3 **PAGA NOTICE AND SERVICE OF DOCUMENTS ONTO THE LWDA**

4 7. A true and correct copy of PAGA Notice submitted to the LWDA on October 28,
5 2021 is attached hereto as “**EXHIBIT 4.**”

6 8. A true and correct copy of PAGA Notice submitted to the LWDA on January 6,
7 2023 is attached hereto as “**EXHIBIT 5.**”

8 **PLAINTIFF BRUMBAUGH**

9 9. Plaintiff Brumbaugh has been in contact with our firm and aiding in the litigation of
10 the present matter since October 2022. Plaintiff Brumbaugh first executed his retainer with us on
11 October 26, 2022. In addition, an Amended PAGA Notice was submitted on his behalf on January
12 6, 2023. Plaintiff Brumbaugh has been involved in this litigation of this matter approximately 18
13 months before he was included as a named plaintiff in the operative complaint. Accordingly, it is
14 appropriate and just for Plaintiff Brumbaugh to receive a Class Representative Service Payment,
15 in addition to his Individual Class Payment and/or Individual PAGA Payment, for his services on
16 behalf of the Class.

17 10. Class Counsel submit that the Settlement is fair, reasonable, and adequate, and is in
18 the best interest of the Class. Class Counsel further submit that the Settlement is within an
19 acceptable range of recovery for this type of litigation given the strengths and weaknesses of the
20 case, the inherent costs and risks of further litigation, and the costs and risks associated with class
21 certification, representative adjudication, trial, and/or appeals.

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct.

24 Executed on this 18th day of September 2024, at Los Angeles, California.

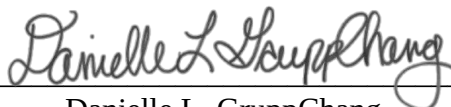
25 
26 Danielle L. GruppChang

EXHIBIT 1

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Attorneys for Defendant

Anaheim Transportation Network dba
Anaheim Resort Transportation, a California
corporation

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

Tina Lundin, individually, and on behalf of
other members of the general public
similarly situated; Derek Brumbaugh,
individually, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

Anaheim Transportation Network DBA
Anaheim Resort Transportation, a
California corporation; and DOES 1-50,
inclusive,

Defendants.

Case No.: 30-2021-01204870-CU-OE-CXC

Honorable Randall J. Sherman
Department CX-105

CLASS ACTION

**AMENDMENT NO. 1 TO THE CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

Complaint Filed: June 4, 2021
FAC Filed: March 27, 2024
Trial Date: None Set

1 **AMENDMENT NO.1 TO THE CLASS ACTION AND APGA SETTLEMENT**

2 **AGREEMENT AND CLASS NOTICE**

3 Plaintiffs Tina Lundin and Derek Brumbaugh (collectively “Plaintiffs”) and Defendant
4 Anaheim Transportation Network DBA Anaheim Resort Transportation. (“Defendant”)
5 (together with Plaintiffs, referred to as the “Parties”) pursuant to paragraph 12.9 of the Class
6 Action and PAGA Settlement Agreement and Class Notice entered into on or around May 7,
7 2024 (the “Agreement”), hereby agree to **amend and supplant** the following terms only as
8 stated herein. The amendments contained herein modify and are hereby incorporated into the
9 Agreement by reference as follows:

10
11 **A. Paragraph 1.42 is hereby amended and shall now state only the following:**

12 1.42 “Request for Exclusion” means a Class Member’s submission of either the Exclusion
13 Form attached to the Agreement as Exhibit B or a written request to be excluded from the
14 Class Settlement signed by the Class Member.

15
16 **B. Paragraph 3.2.3 is hereby amended and shall now state only the following:**

17 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
18 \$9,000 except for a showing of good cause and as approved by the Court. To the extent
19 the actual administration expenses are less or the Court approves payment less than
20 \$9,000, the Administrator will retain the remainder in the Net Settlement Amount.

21
22 **C. Paragraph 3.2.4.1 is hereby amended and shall now state only the following:**

23 3.2.4.1. Tax Allocation of Individual Class Payments. 33 1/3% of each Participating Class
24 Member’s Individual Class Payment will be allocated to settlement of wage claims (the
25 “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported
26 on an IRS W-2 Form. The remaining 66 2/3% of each Participating Class Member’s
27 Individual Class Payment will be allocated to settlement of claims for interest and
28 penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage

1 withholdings and will be reported on IRS 1099 Forms. Participating Class Members
2 assume full responsibility and liability for any employee taxes owed on their Individual
3 Class Payment.

4
5 **D. Paragraph 7.5.1. is hereby amended and shall now state only the following:**

6 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
7 must send the Administrator, by fax, email, or mail, a signed written Request for
8 Exclusion not later than forty-five (45) calendar days after the Administrator mails the
9 Class Notice (plus an additional fourteen (14) calendar days for Class Members whose
10 Class Notice is re-mailed). A Request for Exclusion is either the Exclusion Form enclosed
11 with the Class Notice or a written letter from a Class Member or his/her/their
12 representative that reasonably communicates the Class Member's election to be excluded
13 from the Settlement and includes the Class Member's name, address and email address
14 or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed,
15 or postmarked by the Response Deadline.

16
17 **E. Paragraph 7.6 is hereby amended and shall now state only the following:**

18 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five
19 (45) calendar days after the Administrator mails the Class Notice (plus an additional
20 fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to
21 challenge the number of Class Workweeks and PAGA Workweeks (if any) allocated to
22 the Class Member in the Class Notice. The Class Member may challenge the allocation
23 by communicating with the Administrator via fax, email or mail. The Administrator must
24 encourage the challenging Class Member to submit supporting documentation. In the
25 absence of any contrary documentation, the Administrator is entitled to presume that the
26 Workweeks contained in the Class Notice are correct so long as they are consistent with
27 the Class Data. The Administrator's determination of each Class Member's allocation of
28 Workweeks shall be final and not appealable or otherwise susceptible to challenge. The

1 Administrator shall promptly provide copies of all challenges to calculation of
2 Workweeks to Defense Counsel and Class Counsel and the Administrator's determination
3 the challenges. Notwithstanding the foregoing, while the Administrator and the Parties
4 will attempt to resolve any Challenges to Workweeks, the Court will ultimately decide
5 any Challenges to Workweeks that is not otherwise resolved by the Administrator and the
6 Parties.

7
8 **F. Paragraph 7.8.4. is hereby amended and shall now state only the following:**

9 7.8.4. Workweek Challenges. The Administrator has the authority to address and make
10 final decisions consistent with the terms of this Agreement on all Class Member
11 challenges over the calculation of Workweeks. The Administrator's decision shall be final
12 and not appealable or otherwise susceptible to challenge. However, if the Administrator
13 and the Parties are unable to resolve any Challenges to Workweeks, the Court will
14 ultimately decide the Challenge.

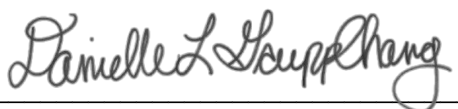
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16 **G.** The Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for
17 Final Court Approval attached to Agreement as Exhibit A is now replaced entirely with
18 the Revised Court Approved Notice of Class Action and PAGA Settlement and Hearing
19 Date for Final Court Approval attached hereto as "**EXHIBIT 1.**"

20
21 **H.** The Exclusion Form attached hereto as "**EXHIBIT 2**" is now incorporated and attached
22 to the Agreement as Exhibit B.

23 Date: September 17, 2024

BROCK & GONZALES, LLP

24
25 By:



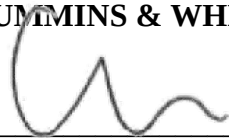
26 Danielle L. GruppChang
27 Attorneys for Plaintiffs
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Date: September 17, 2024

CUMMINS & WHITE LLP

By:



Erick J. Becker
Garrett M. Fahy
Joshua Park
Attorneys for Defendants

EXHIBIT 1

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

*Lundin, et al. v. Anaheim Transportation Network dba Anaheim Resort Transportation,
Orange Superior Court Case No. 30-2021-01204870-CU-OE-CXC*

***The Superior Court for the State of California authorized this Notice. Read it carefully.
It is not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Anaheim Transportation Network dba Anaheim Resort Transportation (“ATN”) for alleged wage and hour violations. The Action was filed by a former ATN employees Tina Lundin and Derek Brumbaugh (“Plaintiffs”) and seeks payment of (1) wages and other relief for a class of all persons currently or formerly employed by ATN during Class Period (i.e., June 4, 2017 through [the date of Preliminary Approval]) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all persons currently and formerly employed by ATN during the PAGA Period (i.e., June 4, 2020 through [the date of Preliminary Approval]) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring ATN to fund Individual Class Payments, and (2) a PAGA Settlement requiring ATN to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on ATN’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to ATN’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on ATN’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires ATN to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against ATN.

If you worked for ATN during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against ATN.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against ATN, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

ATN will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against ATN that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. ATN must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs. You can object to the amounts requested by Class Counsel or

	Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many workweeks you worked at least one day during the PAGA Period, respectively. The number Class Workweeks and number of PAGA workweeks you worked according to ATN’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former ATN employees. The Action accuses ATN of violating California labor laws by failing to pay overtime wages, minimum wages, wages due during and upon termination, reimbursable expenses and failing to provide compliant meal periods and rest breaks, accurate itemized wage statements, and maintain requisite payroll records. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action, D. Aaron Brock, *esq.*, Erica Gonzales, *esq.*, and Danielle L. GruppChang, *esq.* of Brock & Gonzales, LLP (“Class Counsel.”)

ATN strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether ATN or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and ATN hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by settling the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and ATN have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, ATN does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) ATN has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. ATN will pay \$250,000 as the Gross Settlement Amount (“Gross Settlement”). ATN has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorneys’ fees and expenses, the Administration Expenses Payment, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, ATN will fund the Gross Settlement within sixty (60) calendar days of the Judgment being final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$83,333.33 to Class Counsel for attorneys’ fees and up to \$35,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$8,500 to Plaintiff Lundin and \$7,000 to Plaintiff Brumbaugh as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. The Class Representative Awards will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$9,000 to the Administrator for services administering the Settlement.
 - D. Up to \$25,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA workweeks.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and ATN are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholding for employee payroll taxes and will be reported on IRS W-2 Forms. ATN will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and ATN have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [forty-five days from preliminary approval], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [forty-five days from preliminary approval] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against ATN.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against ATN based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and ATN have agreed that, in either case, the Settlement will be void: ATN will not pay any money and Class Members will not release any claims against ATN.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administrators (the “Administrator”) to send this Notice, calculate and make payments,

and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and ATN has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against ATN or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, during the Class Period and based on facts stated in the Operative Complaint. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period

Aggrieved Employees' PAGA Release. After the Court's judgment is final, and ATN has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against ATN, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, along with the LWDA, cannot sue, continue to sue or participate in any other PAGA claim against ATN or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, the LWDA, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notices.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by

all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing 25% of the PAGA Penalties (\$6,250) by the total number of PAGA workweeks worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period workweeks worked by each individual Aggrieved Employee.
3. Workweek Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA workweeks you worked during the PAGA Period, as recorded in ATN's records, are stated in the first page of this Notice. You have until ____ to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept ATN's calculation of Workweeks based on ATN's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and ATN's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Lundin, et al. v. Anaheim Transportation Network dba Anaheim Resort Transportation*, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else

makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [forty-five days from preliminary approval], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and ATN are asking the Court to approve. Prior to the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amounts Plaintiffs are requesting as a Class Representative Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) or the Court's website: <https://www.occourts.org/online-services/case-access>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [forty-five days from preliminary approval].** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action (*Lundin, et al. v. Anaheim Transportation Network dba Anaheim Resort Transportation*) and include your name, current address, telephone number and approximate dates of employment for ATN and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at ____ (time) in Department CX-105 of the Orange County Superior Court, located at 751 West Santa Ana Blvd, Santa Ana, California 92701 and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything ATN and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ____ (specify entity) ____ website at ____ (url) ____.

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website and entering the Case Number for the Action, Case No. 30-2021-01204870-CU-OE-CXC.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Danielle L. GruppChang

dg@brockgonzales.com

Brock & Gonzales, LLP

6701 Center Drive West, Ste. 610

Telephone: (310) 294-9595Settlement

Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund online at https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing **address**.

EXHIBIT 2

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT FORM

Lundin, et al. v. Anaheim Transportation Network dba Anaheim Resort Transportation

Orange Superior Court Case No. 30-2021-01204870

IF YOU COMPLETE THIS FORM, YOU WILL NOT RECEIVE ANY MONEY FROM THIS SETTLEMENT AND WILL NOT BE A PART OF THE CLASS ACTION SETTLEMENT.

By signing and returning this form, I confirm that I do not want to be included in the Settlement of the class action lawsuit referenced above.

I understand that by opting out, I am giving up my right to receive any class payments under the Settlement.

By providing the following information, I confirm that I want to opt-out of this class and Settlement and receive zero money related to the class claims under this Settlement. However, even if I opt-out, I may still be entitled to receive a portion of the Private Attorneys' General Act ("PAGA") Settlement and be bound by the PAGA Release of the Settlement.

This opt-out form must be mailed or delivered to the settlement administrator, Phoenix Class Action Administrators by [RESPONSE DEADLINE] at the following address:

[ADMIN INFO]

First Name Middle Initial Last Name

Former Name (if any): First Middle Initial Last Name

Current Mailing Address City State Zip Code

Home Phone Number Secondary Phone Number

Last 4 digits of your Social Security Number

(Sign Here)

Date

EXHIBIT 2

BROCK & GONZALES, LLP
6701 CENTER DRIVE WEST, STE. 610
LOS ANGELES, CA 90045
Tel: (310) 294-9595
Fax: (310) 961-3673
D. AARON BROCK, STATE BAR NO. 241919
DANIELLE L. GRUPPCHANG, STATE BAR NO. 313881

Attorneys for Plaintiff
Tina Lundin and Proposed Plaintiff Derek Brumbaugh

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Joshua Park, Esq. (Bar No. 299572)
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CUMMINS & WHITE LLP
2424 S. Bristol Street, Suite 300
Newport Beach, CA 92660-0764
Tel: (949) 852-1800
Fax: (949) 852-8510

Attorneys for Defendant
Anaheim Transportation Network dba
Anaheim Resort Transportation, a California
corporation

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

Tina Lundin, individually, and on behalf of
other members of the general public
similarly situated; Derek Brumbaugh,
individually, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

Anaheim Transportation Network DBA
Anaheim Resort Transportation, a
California corporation; and DOES 1-50,
inclusive,

Defendants.

Case No.: 30-2021-01204870-CU-OE-CXC

Honorable Randall J. Sherman
Department CX-105

CLASS ACTION

**AMENDMENT NO. 1 TO THE CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

Complaint Filed: June 4, 2021
FAC Filed: March 27, 2024
Trial Date: None Set

**AMENDMENT NO. 1 TO THE CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS
NOTICE**

AMENDMENT NO.1 TO THE CLASS ACTION AND APGA SETTLEMENT

AGREEMENT AND CLASS NOTICE

Plaintiffs Tina Lundin and Derek Brumbaugh (collectively “Plaintiffs”) and Defendant Anaheim Transportation Network DBA Anaheim Resort Transportation. (“Defendant”) (together with Plaintiffs, referred to as the “Parties”) pursuant to paragraph 12.9 of the Class Action and PAGA Settlement Agreement and Class Notice entered into on or around May 7, 2024 (the “Agreement”), hereby agree to **amend and supplant** the following terms only as stated herein. The amendments contained herein modify and are hereby incorporated into the Agreement by reference as follows:

A. Paragraph 1.42 is hereby amended and shall now state only the following:

1.42 “Request for Exclusion” means a Class Member’s submission of either the Exclusion Form attached to the Agreement as Exhibit B or a written request to be excluded from the Class Settlement signed by the Class Member.

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B. Paragraph 3.2.3 is hereby amended and shall now state only the following:

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$9,000 except for a showing of good cause and as approved by the Court. To the extent the actual administration expenses are less or the Court approves payment less than \$9,000, the Administrator will retain the remainder in the Net Settlement Amount.

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C. Paragraph 3.2.4.1 is hereby amended and shall now state only the following:

3.2.4.1. Tax Allocation of Individual Class Payments. 33 1/3% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 66 2/3% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage

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1 withholdings and will be reported on IRS 1099 Forms. Participating Class Members
2 assume full responsibility and liability for any employee taxes owed on their Individual
3 Class Payment.

4
5 **D. Paragraph 7.5.1. is hereby amended and shall now state only the following:**

6 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
7 must send the Administrator, by fax, email, or mail, a signed written Request for
8 Exclusion not later than forty-five (45) calendar days after the Administrator mails the
9 Class Notice (plus an additional fourteen (14) calendar days for Class Members whose
10 Class Notice is re-mailed). A Request for Exclusion is [either the Exclusion Form enclosed](#)
11 [with the Class Notice or](#) a [written](#) letter from a Class Member or his/her/their
12 representative that reasonably communicates the Class Member's election to be excluded
13 from the Settlement and includes the Class Member's name, address and email address
14 or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed,
15 or postmarked by the Response Deadline.

16
17 **E. Paragraph 7.6 is hereby amended and shall now state only the following:**

18 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five
19 (45) calendar days after the Administrator mails the Class Notice (plus an additional
20 fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to
21 challenge the number of Class Workweeks and PAGA Workweeks (if any) allocated to
22 the Class Member in the Class Notice. The Class Member may challenge the allocation
23 by communicating with the Administrator via fax, email or mail. The Administrator must
24 encourage the challenging Class Member to submit supporting documentation. In the
25 absence of any contrary documentation, the Administrator is entitled to presume that the
26 Workweeks contained in the Class Notice are correct so long as they are consistent with
27 the Class Data. The Administrator's determination of each Class Member's allocation of
28 Workweeks shall be final and not appealable or otherwise susceptible to challenge. The

1 Administrator shall promptly provide copies of all challenges to calculation of
2 Workweeks to Defense Counsel and Class Counsel and the Administrator's determination
3 the challenges. Notwithstanding the foregoing, while the Administrator and the Parties
4 will attempt to resolve any Challenges to Workweeks, the Court will ultimately decide
5 any Challenges to Workweeks that is not otherwise resolved by the Administrator and the
6 Parties.

7
8 **F. Paragraph 7.8.4. is hereby amended and shall now state only the following:**

9 7.8.4. Workweek Challenges. The Administrator has the authority to address and make
10 final decisions consistent with the terms of this Agreement on all Class Member
11 challenges over the calculation of Workweeks. The Administrator's decision shall be final
12 and not appealable or otherwise susceptible to challenge. However, if the Administrator
13 and the Parties are unable to resolve any Challenges to Workweeks, the Court will
14 ultimately decide the Challenge.

15
16 **G.** The Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for
17 Final Court Approval attached to Agreement as Exhibit A is now replaced entirely with
18 the Revised Court Approved Notice of Class Action and PAGA Settlement and Hearing
19 Date for Final Court Approval attached hereto as "**EXHIBIT 1.**"

20 **H.** The Exclusion Form attached hereto as "**EXHIBIT 2**" is now incorporated and attached
21 to the Agreement as Exhibit B.

22
23 Date: September __, 2024

BROCK & GONZALES, LLP

24
25 By:

26 _____
27 Danielle L. GruppChang
28 *Attorneys for Plaintiffs*

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Date: September __, 2024

CUMMINS & WHITE LLP

By:

Erick J. Becker
Garrett M. Fahy
Joshua Park
Attorneys for Defendants

EXHIBIT 3

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

*Lundin, et al. v. Anaheim Transportation Network dba Anaheim Resort Transportation,
Orange Superior Court Case No. 30-2021-01204870-CU-OE-CXC*

***The Superior Court for the State of California authorized this Notice. Read it carefully.
It is not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Anaheim Transportation Network dba Anaheim Resort Transportation (“ATN”) for alleged wage and hour violations. The Action was filed by former ATN employees Tina Lundin and Derek Brumbaugh (“Plaintiffs”) and seeks payment of (1) wages and other relief for a class of all persons currently or formerly employed by ATN during Class Period (i.e., June 4, 2017 through [the date of Preliminary Approval]) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all persons currently and formerly employed by ATN during the PAGA Period (i.e., June 4, 2020 through [the date of Preliminary Approval]) (“Aggrieved Employees”).

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The proposed Settlement has two main parts: (1) a Class Settlement requiring ATN to fund Individual Class Payments, and (2) a PAGA Settlement requiring ATN to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on ATN’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to ATN’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on ATN’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires ATN to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against ATN.

If you worked for ATN during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against ATN.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the [Exclusion Form enclosed with this mailing or a](#) written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against ATN, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

ATN will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against ATN that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator the enclosed Exclusion Form or a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. ATN must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many workweeks you worked at least one day during the PAGA Period, respectively. The number Class Workweeks and number of PAGA workweeks you worked according to ATN’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former ATN employees. The Action accuses ATN of violating California labor laws by failing to pay overtime wages, minimum wages, wages due during and upon termination, reimbursable expenses and failing to provide compliant meal periods and rest breaks, accurate itemized wage statements, and maintain requisite payroll records. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action, D. Aaron Brock, *esq.*, Erica Gonzales, *esq.*, and Danielle L. GruppChang, *esq.* of Brock & Gonzales, LLP (“Class Counsel.”)

ATN strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether ATN or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and ATN hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by settling the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and ATN have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, ATN does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) ATN has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. ATN will pay \$250,000 as the Gross Settlement Amount (“Gross Settlement”). ATN has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorneys’ fees and expenses, the Administration Expenses Payment, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, ATN will fund the Gross Settlement within sixty (60) calendar days of the Judgment being final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$83,333.33 to Class Counsel for attorneys’ fees and up to \$35,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$8,500 to Plaintiff Lundin and \$7,000 to Plaintiff Brumbaugh as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. The Class Representative Awards will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
 - C. Up to ~~\$9,000~~ to the Administrator for services administering the Settlement.
 - D. Up to \$25,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA workweeks.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

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3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and ATN are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholding for employee payroll taxes and will be reported on IRS W-2 Forms. ATN will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and ATN have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you [either 1\) submit the enclosed Exclusion Form or 2\) notify the Administrator in writing, not later than \[forty-five days from preliminary approval\], that you wish to opt-out.](#) The Request for Exclusion [can either be the enclosed Exclusion Form or a letter from you or your](#) representative setting forth [your](#) name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against ATN.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible

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for Individual PAGA Payments and are required to give up their right to assert PAGA claims against ATN based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and ATN have agreed that, in either case, the Settlement will be void: ATN will not pay any money and Class Members will not release any claims against ATN.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks ([however, the Court will ultimately decide any Class Member Challenges over Workweeks that are not otherwise resolved](#)), mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and ATN has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against ATN or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, during the Class Period and based on facts stated in the Operative Complaint. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period

Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and ATN has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against ATN, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, along with the LWDA, cannot sue, continue to sue or participate in any other PAGA claim against ATN or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, the LWDA, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notices.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing 25% of the PAGA Penalties (\$6,250) by the total number of PAGA workweeks worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period workweeks worked by each individual Aggrieved Employee.
3. Workweek Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA workweeks you worked during the PAGA Period, as recorded in ATN's records, are stated in the first page of this Notice. You have until ____ to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept ATN's calculation of Workweeks based on ATN's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and ATN's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision. [However, if a Challenge cannot be resolved by the Administrator, the Court will ultimately decide how the Challenge will be resolved.](#)

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Lundin, et al. v. Anaheim Transportation Network dba Anaheim Resort Transportation*, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [forty-five days from preliminary approval], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and ATN are asking the Court to approve. Prior to the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amounts Plaintiffs are requesting as a Class Representative Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) or the Court's website: <https://www.occourts.org/online-services/case-access>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for**

sending written objections to the Administrator is [forty-five days from preliminary approval]. Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action (*Lundin, et al. v. Anaheim Transportation Network dba Anaheim Resort Transportation*) and include your name, current address, telephone number and approximate dates of employment for ATN and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at ____ (time) in Department CX-105 of the Orange County Superior Court, located at 751 West Santa Ana Blvd, Santa Ana, California 92701 and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything ATN and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ____ (specify entity) _____ website at ____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website and entering the Case Number for the Action, Case No. 30-2021-01204870-CU-OE-CXC.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:
Danielle L. GruppChang
dg@brockgonzales.com
Brock & Gonzales, LLP
6701 Center Drive West, Ste. 610
Telephone: (310) 294-9595

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund online at https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing **address**.

EXHIBIT 4

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Robert P. Biegler
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Joseph E. Richards
of counsel

October 28, 2021

BY FILING ON THE CALIFORNIA LABOR & WORKFORCE DEVELOPMENT AGENCY'S ONLINE PAGA FILING SYSTEM

California Labor & Workforce Development Agency

**Re: ANAHEIM TRANSPORTATION NETWORK DBA ANAHEIM RESORT
TRANSPORTATION**

Dear Representative:

We, the law firm of Brock & Gonzales LLP, have been retained by Tina Lundin to represent her against Anaheim Transportation Network DBA Anaheim Resort Transportation (including its affiliates, subsidiaries, and parents, and their shareholders, officers, directors, and employees) (collectively referred to as "ART") for violations of California wage-and-hour laws. ART employed Ms. Lundin as an hourly-paid, non-exempt employee in the State of California. During that time, Ms. Lundin was employed in the position of Fueler and also worked in other positions, such as Driver. This letter is sent pursuant to California Labor Code section 2699.3.

Ms. Lundin seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA, on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for ART within the State of California ("aggrieved employees"). Ms. Lundin has commenced a wage and hour class action against ART entitled *Tina Lundin v. Anaheim Transportation Network DBA Anaheim Resort Transportation*, Orange County Superior Court Case No. 30-2021-012048070-CU-OE-CXC. A true and correct copy of the Class Action Complaint for Damages filed by Ms. Lundin is attached hereto as "EXHIBIT 1."

///

Relevant Facts

ART required aggrieved employees to perform work off-the-clock before and after clocking in for their scheduled shifts and during their meal and rest breaks, and as a result, ART failed to properly compensate aggrieved employees for all time worked. ART required aggrieved employees to park in a lot approximately ten (10) minutes away from where they were required to clock in, requiring them to arrive to work at least ten (10) minutes before their scheduled shift every day. Aggrieved employees were also required to don and off uniforms while off the clock. Aggrieved employees were also regularly interrupted during their meal and rest periods to respond to work-related calls, to perform work tasks, and by their managers and coworkers to answer work questions which resulted in short, interrupted, and/or altogether missed meal periods. Aggrieved employees also often experienced short, late, or completely missed meal and rest periods due to understaffing in order to ensure adherence to ART's strict schedule and in order to ensure that ART's busses were maintained, driving smoothly, and running in a timely manner. In addition, aggrieved employees regularly incurred necessary business-related expenses which were not reimbursed by ART such as the costs associated with the constant daily use of personal cell phones for work-related phone calls and text messages and clothing, such as work boots, required to comply with ART's dress code. Finally, ART provided non-compliant wage statements that did not contain all required information.

ART has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders.

Violated Provisions of California Labor Code

California Labor Code sections 510 and 1198 require employers to pay overtime wages to employees for all hours worked longer than eight hours in one day, over forty (40) hours in one week, and/or more than six (6) consecutive days in a workweek. During the relevant time period, Ms. Lundin and other aggrieved employees often worked in excess of eight (8) hours in a day, forty (40) hours in a week, and/or more than six (6) consecutive days in a workweek. However, Ms. Lundin and other aggrieved employees were not properly paid all applicable overtime wages that they were entitled to receive. ART's failure to pay overtime wages also includes, and is not limited to, ART's failure to properly calculate the regular rate of pay for the payment of overtime wages. ART failed to compensate aggrieved employees at one-and-one-half times the appropriate regular rate of pay for hours worked in excess of eight (8) hours in a day, forty (40) hours in a week, and/or six (6) days in a workweek.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each non-compliant meal or rest period they endure. During the relevant time period, ART required Ms. Lundin and other aggrieved employees to work during meal and rest periods and failed to compensate them for every non-compliant meal and rest period (i.e., short, late, interrupted, and missed meal and rest periods) they endured. For example, ART assigned heavy workloads to aggrieved employees which combined with understaffing required aggrieved employees to work through their meal and rest breaks or experience short and/or late meal and rest breaks, caused aggrieved employees to be interrupted with work related inquiries during their meal and rest breaks, and resulted in ART failing to relieve

aggrieved employees of all duties and relinquish control over how they spent their meal and rest breaks; and therefore ART failed to provide compliant meal and rest periods and the applicable premiums in lieu thereof.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees and that the payment of any lesser wage is unlawful. During the relevant time period, ART did not provide Ms. Lundin and other aggrieved employees with the minimum wages they were entitled for work performed “off-the-clock.” ART paid a rate of zero dollars per hour for time Ms. Lundin and the other aggrieved employees spent off-the-clock performing work duties, which resulted in an underpayment of minimum wages to Ms. Lundin and other aggrieved employees.

California Labor Code sections 201 and 202 provide that if an employer terminates an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable no later than seventy-two (72) hours after he or she gave notice, unless the employee gave seventy-two (72) hours or more notice of their intention to quit, in which case, the employee is entitled to his or her wages at the time of quitting. During the relevant time period, ART failed to pay Ms. Lundin and other aggrieved employees all wages due to them within the time periods specified by California Labor Code sections 201 and 202. California Labor Code section 203 provides that if an employer willfully fails to pay the wages of a termed employee, the wages of the employee will accrue as a penalty from the day the wages are due until they are paid or until an action is commenced. During the relevant time period, ART willfully failed to pay all wages due and the corresponding accrued penalties to Ms. Lundin and other applicable aggrieved employees. Specifically, Ms. Lundin and other aggrieved employees were not paid all wages earned throughout their employment, including but not limited to, minimum and overtime wages for time worked off-the-clock, meal and rest period premium payments, and unreimbursed business expenses, when their employment with ART was termed.

California Labor Code section 204 provides that all wages earned by any employee between the 1st and the 15th days of any calendar month are due and payable between the 16th and the 26th day of that month, and that all wages earned by any person in any employment between the 16th and the last day of any calendar month are due and payable between the 1st and the 10th day of the following month, excluding those wages due upon termination of an employee. During the relevant time period, ART failed to pay Ms. Lundin and other aggrieved employees all earned wages due to them within the appropriate time periods. For example, Ms. Lundin and other aggrieved employees were not timely paid all wages earned, including but not limited to, minimum and overtime wages for time worked off-the-clock, meal and rest period premium payments, and unreimbursed business expenses, during their employment.

California Labor Code section 226 requires employers to create, maintain, and provide employees with complete, accurate, and compliant itemized written wage statements containing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all

applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. During the relevant time period, ART failed to provide Ms. Lundin and other aggrieved employees with wage statements which included all of the information required in California Labor Code section 226, including but not limited to, the name of the legal entity that employs the aggrieved employees or the total hours worked by Ms. Lundin and other aggrieved employees. For example, ART failed to account for and compensate for all time aggrieved employees worked before and after clocking in for their scheduled shifts, as well as during their meal and rest periods, and as a result, it failed to provide complete and accurate wage statements.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. During the relevant time period, ART failed to keep accurate and complete payroll records containing the actual total number of hours worked daily to Ms. Lundin and other aggrieved employees. For example, ART failed to account for and compensate for all time worked “off-the-clock,” and as a result, it failed to keep accurate and complete payroll records.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary business expenses incurred by its employees in direct consequence of the discharge of his or her job duties or at the directions of the employer. During the relevant time period, Ms. Lundin and other aggrieved employees incurred necessary business-related expenses and costs, such as the costs associated with the constant daily use of personal cell phones for work related purposes and costs of clothing to comply with ART’s dress code and were not reimbursed by ART.

Therefore, pursuant to PAGA, Ms. Lundin seeks, on behalf of all aggrieved employees, all applicable penalties arising out of the wage, hour, payroll, and employment practices and facts set forth herein, which could be assessed and collected by the Labor and Workforce Development Agency for violation of the California Labor Code.

Please contact us at the above-listed contact information with any questions or inquiries.

With kind regards,


Danielle L. GruppChang, Esq

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Anaheim Transportation Network DBA Anaheim Resort Transportation
c/o Fred M. Whitaker
2424 SE Bristol Street, #300
Newport Beach, California 92806

EXHIBIT 5

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January 6, 2023

BY FILING ON THE CALIFORNIA LABOR & WORKFORCE DEVELOPMENT AGENCY'S ONLINE PAGA FILING SYSTEM

California Labor & Workforce Development Agency

**Re: ANAHEIM TRANSPORTATION NETWORK DBA ANAHEIM RESORT
TRANSPORTATION**

Dear Representative:

We, the law firm of Brock & Gonzales LLP, have been retained by Tina Lundin and Derek S. Brumbaugh to represent them against Anaheim Transportation Network DBA Anaheim Resort Transportation (including its affiliates, subsidiaries, and parents, and their shareholders, officers, directors, and employees) (collectively referred to as "ART") for violations of California wage-and-hour laws. ART employed Ms. Lundin as an hourly-paid, non-exempt employee from approximately May 3, 2016 to March 19, 2020 in the State of California. During that time, Ms. Lundin was employed in the position of Fueller and also worked in other positions, such as Driver. ART employed Mr. Brumbaugh as an hourly-paid, non-exempt employee from approximately March 2, 2015 to May 6, 2022 in the State of California. During that time, Mr. Brumbaugh was employed in the position of PM Supervisor and worked in the operations department. This letter is sent pursuant to California Labor Code section 2699.3.

Ms. Lundin and Mr. Brumbaugh seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA, on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for ART within the State of California ("aggrieved employees").

Relevant Facts

ART required aggrieved employees to perform work off-the-clock before and after clocking in for their scheduled shifts and during their meal and rest breaks, and as a result, ART failed to properly compensate aggrieved employees for all time worked. ART required aggrieved employees to park in a lot approximately ten (10) minutes away from where they were required to clock in, requiring them to arrive to work at least ten (10) minutes before their scheduled shift every day. Aggrieved employees were also required to put on uniforms prior to clocking in. Aggrieved employees were also regularly interrupted during their meal and rest periods to respond to work-related calls, to perform work tasks, and by their managers and coworkers to answer work questions which resulted in short, interrupted, and/or altogether missed meal periods. Aggrieved employees also often experienced short, late, or completely missed meal and rest periods due to understaffing in order to ensure adherence to ART's strict schedule and in order to ensure that ART's busses were running smoothly and in a timely manner. Also, ART knowingly understaffed their locations while resulted in aggrieved employees being required to stay on duty during their meal and rest periods without compensation. For example, aggrieved employees were required to wear their radios and to keep them on during their meal and rest periods. In addition, aggrieved employees regularly incurred necessary business-related expenses which were not reimbursed by ART such as the costs associated with the constant daily use of personal cell phones for work-related phone calls and text messages and clothing, such as work boots, required to comply with ART's dress code. Finally, ART provided non-compliant wage statements that did not contain all required information.

ART has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders.

Violated Provisions of California Labor Code

California Labor Code sections 510 and 1198 require employers to pay overtime wages to employees for all hours worked longer than eight hours in one day, over forty (40) hours in one week, and/or more than six (6) consecutive days in a workweek. During the relevant time period, Ms. Lundin and Mr. Brumbaugh and other aggrieved employees often worked in excess of eight (8) hours in a day, forty (40) hours in a week, and/or more than six (6) consecutive days in a workweek. However, Ms. Lundin and Mr. Brumbaugh and other aggrieved employees were not properly paid all applicable overtime wages that they were entitled to receive. Aggrieved employees often worked without compensation, including proper overtime compensation. ART's failure to pay overtime wages also includes, and is not limited to, ART's failure to properly calculate the regular rate of pay for the payment of overtime wages. ART failed to compensate aggrieved employees at one-and-one-half times the appropriate regular rate of pay for hours worked in excess of eight (8) hours in a day, forty (40) hours in a week, and/or six (6) days in a workweek.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each non-compliant meal or rest period they endure. During the relevant time period, ART required Ms. Lundin and Mr. Brumbaugh and other aggrieved employees to work during meal and rest periods and failed to compensate them

for every non-compliant meal and rest period (i.e., short, late, interrupted, and missed meal and rest periods) they endured. For example, ART assigned heavy workloads to aggrieved employees which combined with understaffing required aggrieved employees to work through their meal and rest breaks or experience short and/or late meal and rest breaks, caused aggrieved employees to be interrupted with work related inquiries during their meal and rest breaks, and resulted in ART failing to relieve aggrieved employees of all duties and relinquish control over how they spent their meal and rest breaks. Aggrieved employees were also often required to remain on duty during their meal periods without compensation. Therefore, ART failed to provide compliant meal and rest periods and the applicable premiums in lieu thereof.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees and that the payment of any lesser wage is unlawful. During the relevant time period, ART did not provide Ms. Lundin, Mr. Brumbaugh, and other aggrieved employees with the minimum wages they were entitled for work performed “off-the-clock.” ART paid a rate of zero dollars per hour for time Ms. Lundin, Mr. Brumbaugh, and the other aggrieved employees spent off-the-clock performing work duties, which resulted in an underpayment of minimum wages to aggrieved employees.

California Labor Code sections 201 and 202 provide that if an employer terminates an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable no later than seventy-two (72) hours after he or she gave notice, unless the employee gave seventy-two (72) hours or more notice of their intention to quit, in which case, the employee is entitled to his or her wages at the time of quitting. During the relevant time period, ART failed to pay Ms. Lundin, Mr. Brumbaugh, and other aggrieved employees all wages due to them within the time periods specified by California Labor Code sections 201 and 202. California Labor Code section 203 provides that if an employer willfully fails to pay the wages of a termed employee, the wages of the employee will accrue as a penalty from the day the wages are due until they are paid or until an action is commenced. During the relevant time period, ART willfully failed to pay all wages due and the corresponding accrued penalties to Ms. Lundin, Mr. Brumbaugh, and other applicable aggrieved employees. Aggrieved employees were not paid all wages earned throughout their employment, including but not limited to, minimum and overtime wages for time worked off-the-clock, meal and rest period premium payments, and unreimbursed business expenses, when their employment with ART was termed. For example, Mr. Brumbaugh did not receive his final wages within the applicable time period after his employment was terminated.

California Labor Code section 204 provides that all wages earned by any employee between the 1st and the 15th days of any calendar month are due and payable between the 16th and the 26th day of that month, and that all wages earned by any person in any employment between the 16th and the last day of any calendar month are due and payable between the 1st and the 10th day of the following month, excluding those wages due upon termination of an employee. During the relevant time period, ART failed to pay Ms. Lundin, Mr. Brumbaugh, and other aggrieved employees all earned wages due to them within the appropriate time periods. For example, aggrieved employees were not timely paid all wages earned, including but not limited to, minimum and overtime wages for time worked off-the-clock, meal and rest period premium payments, and unreimbursed business expenses, during their employment.

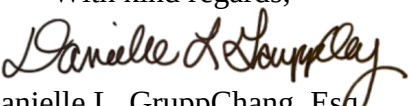
California Labor Code section 226 requires employers to create, maintain, and provide employees with complete, accurate, and compliant itemized written wage statements containing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. During the relevant time period, ART failed to provide Ms. Lundin, Mr. Brumbaugh, and other aggrieved employees with wage statements which included all of the information required in California Labor Code section 226, including but not limited to, the name of the legal entity that employs the aggrieved employees or the total hours worked by aggrieved employees. For example, ART failed to account for and compensate for all time aggrieved employees worked before and after clocking in for their scheduled shifts, as well as during their meal and rest periods, and as a result, it failed to provide complete and accurate wage statements.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. During the relevant time period, ART failed to keep accurate and complete payroll records containing the actual total number of hours worked daily to Ms. Lundin, Mr. Brumbaugh, and other aggrieved employees. For example, ART failed to account for and compensate for all time worked “off-the-clock,” and as a result, it failed to keep accurate and complete payroll records.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary business expenses incurred by its employees in direct consequence of the discharge of his or her job duties or at the directions of the employer. During the relevant time period, Ms. Lundin, Mr. Brumbaugh, and other aggrieved employees incurred necessary business-related expenses and costs, such as the costs associated with the constant daily use of personal cell phones for work related purposes and costs of clothing to comply with ART’s dress code and were not reimbursed by ART.

Therefore, pursuant to PAGA, Ms. Lundin and Mr. Brumbaugh seek, on behalf of all aggrieved employees, all applicable penalties arising out of the wage, hour, payroll, and employment practices and facts set forth herein, which could be assessed and collected by the Labor and Workforce Development Agency for violation of the California Labor Code.

Please contact us at the above-listed contact information with any questions or inquiries.

With kind regards,

Danielle L. GruppChang, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Anaheim Transportation Network DBA Anaheim Resort Transportation
c/o Fred M. Whitaker
2424 SE Bristol Street, #300
Newport Beach, California 92806