

1 **BROCK & GONZALES, LLP**

2 6701 CENTER DRIVE WEST, STE. 610

3 LOS ANGELES, CA 90045

4 Tel: (310) 294-9595

5 Fax: (310) 961-3673

6 D. AARON BROCK, STATE BAR NO. 241919

7 DANIELLE L. GRUPPCHANG, STATE BAR NO. 313881

8 **Attorneys for Plaintiffs**

9 Tina Lundin and Derek Brumbaugh

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF ORANGE**

12 Tina Lundin, individually, and on behalf of
13 other members of the general public similarly
14 situated; Derek Brumbaugh, individually, and
15 on behalf of other members of the general
16 public similarly situated and on behalf of
17 other aggrieved employees pursuant to the
18 California Private Attorneys General Act;

19 Plaintiffs,

20 vs.

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

25 Defendants.

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

Honorable Randall J. Sherman
Department CX-105

CLASS ACTION

**[REVISED PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Complaint Filed: June 4, 2021
FAC Filed: March 28, 2024
Trial Date: None Set

ORDER

The Court has reviewed and considered the Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion for Preliminary Approval”) and Plaintiffs’ Supplemental Brief In Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (“Joint Brief”) seeking approval of the Class Action and PAGA Settlement Agreement and Class Notice (“Original Settlement Agreement”) and Amendment No. 1 to the Class Action and PAGA Settlement Agreement and Class Notice (“Amendment No. 1”) (collectively referred to as the “Settlement” or “Amended Settlement Agreement”) submitted by Plaintiffs Tina Lundin and Derek Brumbaugh (together referred to as “Plaintiffs”). (Defendant Anaheim Transportation Network dba Anaheim Resort Transportation (“Defendant”) and Plaintiffs are collectively the “Parties”).

With good cause appearing, and pursuant to the parties’ Amended Settlement Agreement, the Court hereby ORDERS that:

1. The Court preliminarily approves the Original Settlement Agreement attached as “Exhibit A” to the Declaration of Danielle L. GruppChang In Support Of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement together with Amendment No. 1 attached as “Exhibit 1” to the Supplemental Declaration of Danielle L. GruppChang In Support Of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based on the court’s determination that the Settlement appears to be fair, adequate, and reasonable. This Order incorporates by reference the definitions in the Amended Settlement Agreement and all terms defined therein shall have the same meaning in this Order as set forth in the Amended Settlement Agreement.

2. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs’ claims are typical of the claims of the members of the Class; (d) Plaintiffs

1 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
2 superior to other available methods for the efficient adjudication of the controversy; and (f) the
3 law firm of Brock & Gonzales, LLP (“Class Counsel”) is qualified to act as counsel for Plaintiffs
4 in their individual capacities and as the representatives of the Class.

5 3. The following Class is conditionally certified: any and all persons currently or
6 formerly employed by Defendant as hourly-paid, non-exempt employees during the period from
7 June 4, 2017 or the date of this Order (the “Class Period”) in the State of California.

8 4. Plaintiffs are preliminarily appointed as the representatives of the Class.

9 5. Phoenix Class Action Administrators is appointed as the Settlement Administrator,
10 and orders the Settlement Administrator to administer the Settlement as set forth in the Amended
11 Settlement Agreement and in accordance with the deadlines set forth below;

12 a. Within seven (7) calendar days of entry of this Order, Defendant shall
13 provide the Settlement Administrator with the Class Data.

14 b. Within fourteen (14) calendar days of receiving the Class Data, the
15 Settlement Administrator shall update the Class Data through the National
16 Change of Address Database and mail the Class Notice and Exclusion Form
17 to all Class Members via U.S. Mail in both English and Spanish.

18 c. If any Revised Class Notice is returned, the Settlement Administrator will
19 re-mail the Revised Class Notice using any forwarding address provided or
20 search for an alternate address by way of skip-trace and remail the Revised
21 Class Notice within two (2) business days of receipt.

22 6. The Court approves, both as to form and content, the Revised Court Approved
23 Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval
24 (“Revised Class Notice”) attached hereto as “**EXHIBIT 1**” and the Request for Exclusion from
25 Class Action Settlement Form (“Exclusion Form”) attached hereto as “**EXHIBIT 2**” (together the
26 Revised Class Notice and Exclusion Form are referred to as the “Notice Packet”). Counsel for
27 both Parties, subject to mutual agreement, may make changes to the Notice Packet as necessary to
28 administer the Settlement. The Court further finds that the procedure for distributing the Notice

1 Packet (discussed herein and in the Amended Settlement Agreement) is (i) constituted the best
2 practicable notice; (ii) constituted notice that is reasonably calculated, under the circumstances, to
3 apprise Class Members of the pendency of the Action, and their right to exclude themselves from
4 or object to the proposed settlement and to appear at the Final Approval Hearing; (iii) is reasonable
5 and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and
6 (iv) met all applicable requirements of California law, due process, and any other applicable rules
7 or law;

- 8 a. The Revised Class Notice will inform Class Members that unless they
9 submit a Request for Exclusion in accordance with the requirements set
10 forth in the Revised Class Notice, specifically by returning the Exclusion
11 Form enclosed with the Revised Class Notice: they will be Participating
12 Class Members; they will receive an Individual Class Payment under the
13 Agreement; and they will be bound by the release of Class Released Claims.
- 14 b. The Revised Class Notice will inform Aggrieved Employees that they will
15 receive an Individual PAGA Payment under the Agreement and will be
16 bound by the release of Released PAGA Claims.
- 17 c. The Revised Class Notice will inform Class Members of their right to object
18 to the Settlement and the procedure for doing so.
- 19 d. The Revised Class Notice shall include a statement as to the number of
20 Workweeks they worked during the Class Period and/or PAGA Period, an
21 explanation for how the Workweeks will be used to calculate the Individual
22 Class Payments and Individual PAGA Payments, and of the procedure for
23 how to dispute the number of Workweeks attributed to them.

24 7. All proceedings and all litigation of the Action is stayed pending the Final Approval
25 Hearing.

26 8. The preliminary approval of the Settlement, certification of the Class, and all
27 actions associated with them, are undertaken on the condition that they shall be vacated if the
28 Amended Settlement Agreement is terminated or final approval of the Settlement is denied, or any

1 appellate court and/or other court of review in which event the Amended Settlement Agreement
2 and the fact that it was entered into shall not be offered, received, or construed as an admission or
3 as evidence for any purpose, including but not limited to an admission by any Party of liability or
4 non-liability or of the certifiability of a litigation class or the appropriateness of maintaining a
5 representative action.

6 9. A Final Approval Hearing shall be held before this Court on
7 _____ at _____ a.m./ p.m. in
8 Department CX-105 of the Superior Court of California for the County of Orange, located at the
9 Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, California 92701, to determine all
10 necessary matters concerning the Settlement, including: whether the proposed settlement of the
11 action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable
12 and should be finally approved by the Court; whether a judgment, as provided in the Settlement,
13 should be entered herein; whether the plan of allocation contained in the Settlement should be
14 approved as fair, adequate, and reasonable to the Class Members; and determine whether to finally
15 approve the requests for Class Counsel Fees Payment, Class Counsel Litigation Expense Payment,
16 PAGA Penalties, Class Representative Service Payments, and Administrator's Expenses.

17 10. Class Counsel shall file a motion for final approval of the Settlement and for the
18 allocations of Class Counsel Fees Payment, Class Counsel Litigation Expense Payment, PAGA
19 Penalties, Class Representative Service Payments, and Administrator's Expenses, along with the
20 appropriate declarations and supporting evidence, including the Settlement Administrator's
21 declaration, by _____, to be heard at the Final Approval
22 Hearing.

23 **IT IS SO ORDERED.**

24
25 Dated: _____, 2024

Honorable Randall J. Sherman
Judge of the Superior Court

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