

2166 0216

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

**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  
ERICA A. GONZALES, STATE BAR NO. 234922  
JOSEPH D. PARSONS, STATE BAR NO. 340074

**Attorneys for Plaintiffs**

Tina Lundin and Derek Brumbaugh

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE

JUN 10 2025

DAVID H. YAMASAKI, Clerk of the Court

BY M. NEVAREZ, DEPUTY

**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,

vs.

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 David A. Hoffer  
Department CX103

**CLASS ACTION**

**[REVISED PROPOSED] ORDER AND  
JUDGMENT GRANTING MOTION FOR  
FINAL APPROVAL OF CLASS ACTION  
AND PAGA SETTLEMENT AND  
MOTION FOR ATTORNEYS' FEES,  
COSTS, AND CLASS  
REPRESENTATIVE SERVICE  
PAYMENTS**

Date: May 30, 2025

Time: 10:00 a.m.

Place: Department CX103

Complaint Filed: June 4, 2021

FAC Filed: March 28, 2024

Trial Date: None Set

1 **ORDER AND JUDGMENT**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the  
3 Class Action and PAGA Settlement and Motion for Attorneys' Fees, Costs, and a Class  
4 Representative Service Payments (collectively, the "Motions"). Due and adequate notice having  
5 been given to Class Members as required by the Court's Preliminary Approval Order, and the  
6 Court having reviewed the Motions, and determining that the settlement is fair, adequate and  
7 reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefore, it is  
8 hereby **ORDERED AS FOLLOWS**:

9 1. For the reasons set forth in the Preliminary Approval Order, which are adopted  
10 and incorporated herein by reference, this Court finds that the requirements of California Code of  
11 Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

12 2. This Order hereby adopts and incorporates by reference the terms and conditions  
13 of the Class Action and PAGA Settlement Agreement and Class Notice ("Original Settlement  
14 Agreement") and Amendment No. 1 to the Class Action and PAGA Settlement Agreement and Class  
15 Notice ("Amendment No. 1") (collectively referred to as the "Settlement" or "Amended Settlement  
16 Agreement") submitted by Plaintiffs Tina Lundin and Derek Brumbaugh (together referred to as  
17 "Plaintiffs"), together with the definitions and terms used and contained therein.

18 3. The Court finds that it has jurisdiction over the subject matter of the action and  
19 over all parties to the action, including all members of the Settlement Class.

20 4. The Class Notice fully and accurately informed Class Members of all material  
21 elements of the proposed settlement and of their opportunity to opt out or object; was the best  
22 notice practicable under the circumstances; was valid, due, and sufficient notice to all Class  
23 Members; and complied fully with the laws of the State of California and due process. The Class  
24 Notice fairly and adequately described the settlement and provided Class Members with  
25 adequate instructions and a variety of means to obtain additional information.

26 5. Class Members were given a full opportunity to participate in the Final Approval  
27 hearing, and all Class Members and other persons wishing to be heard have been heard.  
28 Accordingly, the Court determines that all Class Members who did not timely and properly opt

1 out of the settlement are bound by this Order.

2           6.       The Court has considered all relevant factors for determining the fairness of the  
3 settlement and has concluded that all such factors weigh in favor of granting final approval. In  
4 particular, the Court finds that the settlement was reached following meaningful discovery and  
5 investigation conducted by Plaintiffs' Counsel; that the settlement is the result of serious,  
6 informed, adversarial, and arm's-length negotiations between the parties; and that the terms of  
7 the settlement are in all respects fair, adequate, and reasonable.

8           7.       In so finding, the Court has considered all evidence presented, including evidence  
9 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims  
10 presented; the likely duration of further litigation; the amount offered in settlement; the extent of  
11 investigation and discovery completed; and the experience and views of counsel. The parties  
12 have provided the Court with sufficient information about the nature and magnitude of the claims  
13 being settled, as well as the impediments to recovery, to make an independent assessment of the  
14 reasonableness of the terms to which the parties have agreed.

15           8.       Accordingly, the Court hereby approves the settlement as set forth in the  
16 Amended Settlement Agreement and expressly finds that the Settlement is, in all respects, fair,  
17 reasonable, adequate, and in the best interests of the entire Settlement Class and hereby directs  
18 implementation of all remaining terms, conditions, and provisions of the Amended Settlement  
19 Agreement. The Court also finds that settlement now will avoid additional and potentially  
20 substantial litigation costs, as well as delay and risks if the parties were to continue to litigate the  
21 case. Additionally, after considering the monetary recovery provided by the settlement in light of  
22 the challenges posed by continued litigation, the Court concludes that the settlement provides  
23 Class Members with fair and adequate relief.

24           9.       The Amended Settlement Agreement is not an admission by Defendant or by any  
25 other Released Party, nor is this Order a finding of the validity of any allegations or of any  
26 wrongdoing by Defendant or any other Released Party. Neither this Order, the Amended  
27 Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the  
28 Amended Settlement Agreement, may be construed as, or may be used as, an admission of any

1 fault, wrongdoing, omission, concession, waiver of defenses, or liability whatsoever by or  
2 against Defendant or any of the other Released Parties.

3 10. Because no Class Members opted out, final approval shall be with respect to: All  
4 persons who worked for Defendant as non-exempt, hourly paid employees in the State of  
5 California at any time from June 4, 2017 through October 11, 2024.

6 11. Plaintiffs Tina Lundin and Derek Brumbaugh ("Plaintiffs") are adequate and  
7 suitable representatives and are hereby appointed the Class Representatives for the Settlement  
8 Class. The Court finds that Plaintiffs' investment and commitment to the litigation and its  
9 outcome ensured adequate and zealous advocacy for the Settlement Class, and that their interests  
10 are aligned with those of the Settlement Class. The Court hereby awards a Class Representative  
11 Service Payment of \$7,500 to Plaintiff Lundin and a Class Representative Service Payment of  
12 \$1,000 to Plaintiff Brumbaugh (in addition to any Individual Class Payment and any Individual  
13 PAGA Payment the Class Representatives are entitled to receive as Participating Class Members  
14 and/or aggrieved employees) for their service on behalf of the Settlement Class and the LWDA,  
15 and for agreeing to a general release of all claims arising out of their employment with  
16 Defendant.

17 12. The Court finds that the allocation of \$25,000 toward penalties under the  
18 California Private Attorneys General Act of 2004 ("PAGA Penalties"), is fair, reasonable, and  
19 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA  
20 Penalties as follows: the amount of \$18,750 to the California Labor and Workforce Development  
21 Agency ("LWDA PAGA Payment"), and the amount of \$6,250 to be distributed to Aggrieved  
22 Employees according to the terms and methodology set forth in the Amended Settlement  
23 Agreement.

24 13. The Court finds that the attorneys at Brock & Gonzales, LLP have the requisite  
25 qualifications, experience, and skill to protect and advance the interests of the Settlement Class.  
26 The Court therefore finds that counsel satisfy the professional and ethical obligations attendant to  
27 the position of Class Counsel, and hereby appoints Brock & Gonzales, LLP as counsel for the  
28 Settlement Class.

1           14.     The Court hereby awards \$84,077.22 in attorneys' fees and \$28,355.84 in costs  
2 and expenses to Brock & Gonzales, LLP. The Court finds that the requested award of attorneys'  
3 fees is reasonable for a contingency fee in a class action such as this; i.e., 30% of the common  
4 fund created by the settlement. Counsel have also established the reasonableness of the requested  
5 award of attorneys' fees via their lodestar crosscheck, and the Court finds that the attorney  
6 staffing, hours billed, and hourly rates are reasonable, and the multiplier is warranted under the  
7 circumstances.

8           15.     The Court approves settlement administration costs and expenses in the amount of  
9 \$6,437.02 to Phoenix Class Action Administration Solutions.

10          16.     All Class Members were given a full and fair opportunity to participate in the  
11 Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard.  
12 Members of the Settlement Class also have had a full and fair opportunity to exclude themselves  
13 from the proposed settlement and the class. Accordingly, the terms of the Amended Settlement  
14 Agreement and of the Court's Order and Judgment shall be forever binding on all Participating  
15 Class Members. These Participating Class Members have released and forever discharged the  
16 Released Parties for any and all Released Class Claims during the Class Period:

17                 All claims, rights, demands, liabilities, and causes of action, reasonably  
18 arising from, or reasonably related to, the same set of operative facts as those  
19 set forth in the operative Complaint during the Class Period, including  
20 claims for violation of: (1) Labor Code sections 510 and 1198 (unpaid  
21 overtime); (2) Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198  
22 (unpaid minimum wages); (3) Labor Code sections 226.7, 512(a), 516, and  
23 1198 (failure to provide meal periods); (4) Labor Code sections 226.7, 516,  
24 and 1198 (failure to authorize and permit rest periods); (5) Labor Code  
25 section 204 and 210 (failure to timely pay wages during employment); (6)  
Labor Code sections 201, 202, and 203 (wages not timely paid upon  
termination); (7) Labor Code section 226(a) (failure to provide compliant  
wage statements); (8) Labor Code section 1174(d) (failure to maintain  
requisite payroll records); (9) Labor Code section 2802 (unreimbursed  
business expenses); (10) California Business & Professions Code sections  
17200, *et seq.* (unlawful business practices) based on the preceding; and (11)  
California Business & Professions Code sections 17200, *et seq.* (unfair  
business practices) based on the preceding.

26          17.     Judgment in this matter is entered in accordance with the above findings.

27          18.     Without affecting the finality of the Judgment, the Court shall retain exclusive  
28 and continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc.

1 Code § 664.6, including all Participating Settlement Members, for purposes of enforcing the  
2 terms of the Judgment entered herein.

3 19. This document shall constitute a judgment (and separate document constituting  
4 said judgment) for purposes of California Rules of Court, Rule 3.769(h).

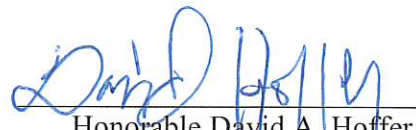
5 20. Plaintiffs shall give notice of this Order and Judgment to Class Members,  
6 pursuant to rule 3.771 of the California Rules of Court, by posting an electronic copy of this  
7 Order and Judgment on the Settlement Administrator's website.

8 21. No later than February 11, 2026, Plaintiffs and the Settlement Administrator shall  
9 submit a summary accounting of the distribution of the settlement funds to Class Members and  
10 Aggrieved Employees, identifying the distributions made and identifying the number and value  
11 of any uncashed checks, and the status of any unresolved issues.

12 22. The Court sets a Final Accounting hearing for February 27, 2026 at 10:00 a.m. in  
13 Department CX103, at which time the Court will consider evidence that the distribution process  
14 is complete and that a final accounting may be approved.

15  
16 **IT IS SO ORDERED.**

17  
18 Dated: 6/10, 2025

19   
Honorable David A. Hoffer  
Judge of the Superior Court