

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour, Esq. (CA Bar No. 285256)
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.

Joshua S. Falakassa, Esq. (CA Bar No. 295045)
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

VINCENT HALL, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

ALDERWOOD RESORT MANAGEMENT,
LLC, a California Limited Liability Company;
and DOES 1-50, inclusive.

Defendants.

Case No. CIVSB2402759

**DECLARATION OF GARVIN BROWN
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

Date: September 10, 2026
Time: 8:30 a.m.

Judge: Hon. Michael A. Sachs
Dept.: S28

1 I, Garvin Brown, declare as follows:

2 1. ILYM Group did not receive any disputes regarding Workweeks or Pay Periods by
3 the August 11, 2026 deadline.

4 2. ILYM Group has extensive experience in administering class action settlements,
5 including direct mail services, database management, claims processing and settlement fund
6 distribution services for class actions ranging in size from 26 to 4.5 million settlement class
7 members.

8 3. ILYM Group was engaged by the Counsel and subsequently approved and
9 appointed by the Court to provide notification services and settlement administration, pursuant to
10 the terms of the Settlement, in the above-referenced Action. Duties performed to-date and to be
11 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
12 *Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval*,
13 (referred to as “Notice Packet”); (b) receiving and processing requests for exclusion and objections
14 to the Settlement, if applicable; (c) resolving Settlement Class Members’ disputes over the number
15 of workweeks Defendant has record of them working during the Class Period, which was pre-
16 printed on their individualized Class Notice; (d) establishing a QSF account and calculating
17 individual settlement award amounts; (e) processing and mailing settlement award checks; (f)
18 handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and
19 filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed
20 funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually
21 agree to and/or the Court orders ILYM Group to perform.

22 4. On April 24, 2026, ILYM Group received the Court approved Notice Packet from
23 Class Counsel. ILYM Group formatted the Notice Packet, and counsel for the Parties approved the
24 final version before mailing.

25 5. On May 29, 2026, ILYM Group received the class data file from Defendant’s
26 Counsel,, which contained the name, Social Security number, last known mailing address, the dates
27 of employment worked for each individual, the number of Workweeks worked for each Settlement
28 Class Member during the Class Period and the number of Pay Periods worked for each PAGA

1 Employee during the PAGA Period. The data file was uploaded to our database and checked for
2 duplicates and other possible discrepancies. The Class List contained 386 individuals.

3 6. The escalator provision in Section 8 of the Class Action and PAGA Settlement
4 Agreement has been triggered, and Defendant elected to pay the resulting escalated additional
5 amount of \$12,115.09. Accordingly, the Revised Gross Settlement Amount is \$1,272,115.09.

6 7. Before mailing, ILYM Group processed the names and addresses of all 386
7 Settlement Class Members through the United States Postal Service National Change of Address
8 database. When an updated address was identified, ILYM Group used that address to mail the
9 Notice Packet. Otherwise, ILYM Group used the address provided by Defendant's Counsel.

10 8. On June 12, 2026, the Notice Packet was mailed, via U.S First Class Mail, to all 386
11 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of
12 the mailed Notice Packet.

13 9. As of the date of this declaration, 99 Notice Packets have been returned to our office
14 as undeliverable. Of the 99 returned Notice Packets, none included a return with a forwarding
15 address provided by the USPS. ILYM Group performed a computerized skip trace on all 99
16 returned Notice Packets that did not have a forwarding address, in an effort to obtain an updated
17 address for the purpose of re-mailing the Notice Packet. As a result of this skip trace, 68 updated
18 addresses were obtained, and the Notice Packets were promptly re-mailed to those Settlement Class
19 Members via United States Postal Service First Class Mail.

20 10. As of the date of this declaration, a total of 68 Notice Packets have been re-mailed
21 as a result of ILYM Group's skip tracing efforts. As of the date of this declaration, a total of 31
22 Notice Packets have been deemed undeliverable as no updated addresses were found
23 notwithstanding the skip tracing.

24 11. As of the date of this Declaration, ILYM Group has not received any requests for
25 exclusion. The deadline to submit a request for exclusion was August 11, 2026.

26 12. As of the date of this Declaration, ILYM Group has not received notice of any
27 objections to the Settlement. The deadline to submit an objection was August 11, 2026.

28

1 13. ILYM Group did not receive any disputes regarding Workweeks or Pay Periods by
2 the August 11, 2026 deadline.

3 14. As of the date of this Declaration, there are 386 Participating Class Members,
4 representing 100.00% of the 386 Settlement Class Members. The Participating Class Members
5 worked a total of 31,884 Workweeks during the Class Period.

6 15. Class Members will receive a proportional share of the Net Settlement Amount
7 through individual settlement payments, based on the number of Workweeks worked by the Class
8 Members during the Class Period. The Net Settlement Amount is the amount remaining after
9 deduction of the Court-approved payments from the Gross Settlement Amount for Class Counsel
10 Attorney Fees and Litigation Costs/Expenses, the Service Payment, Administration Fees to ILYM
11 Group, and the PAGA Penalties allocation, e.g.,

Gross Settlement Amount	\$1,260,000.00
Escalator Clause	\$12,115.09
New Gross Settlement Amount	\$1,272,115.09
Class Counsel Attorney's Fees	\$424,038.36
Class Counsel Litigation Costs/Expenses	\$12,481.64
Service Payment	\$15,000.00
Administration Fees to ILYM Group	\$6,550.00
PAGA Penalties to LWDA	\$15,000.00
PAGA Allocation to Aggrieved Employees	\$5,000.00
Net Settlement Amount	\$794,045.09

22 16. To determine a Participating Class Member's individual settlement award payment,
23 the distribution shall be divided among all Participating Class Members on a pro rata basis, based
24 on the ratio of the Applicable Workweeks worked by each Class Member during the Class Period,
25 to the total number of Applicable Workweeks worked by all Class Members during the Class
26 Period. Based on these calculations, the Participating Class Members will receive an estimated
27 average gross payment of \$2,057.11, with the estimated highest gross payment being \$8,193.48.

17. There are 264 Aggrieved Employees who worked a total of 8,332 Pay Periods during the PAGA Period. The PAGA payment shares to the Aggrieved Employees will be calculated based on the Aggrieved Employee's number of Pay Periods worked during the PAGA Period. The distribution will be divided among all Aggrieved Employees on a pro rata basis, based on the ratio of the Applicable PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period, to the total number of Applicable PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. Based on these calculations, the PAGA Employees will receive an estimated average payment of \$18.94, with the estimated highest payment being \$48.01.

18. ILYM Group's total fees and costs for administering the Settlement are \$6,550.00. This amount includes all fees and costs incurred to date and the anticipated fees and costs necessary to complete the settlement administration. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 14, 2026, at Tustin, California.

Garvin Brown
GARVIN BROWN

EXHIBIT “A”

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

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

Vincent Hall v. Alderwood Resort Management, LLC.

Case No. CIVSB2402759

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's 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 Alderwood Resort Management, LLC, (“Alderwood”) for alleged wage and hour violations. The Action was filed by a former Alderwood employee, Vincent Hall (“Plaintiff”), and seeks payment of (1) back and premium wages, statutory penalties, and interest for a class of non-exempt hourly employees who work or worked for Alderwood in California during the Class Period (January 11, 2020, through April 24, 2026.) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt hourly employees who work or worked for Alderwood in California during the PAGA Period (January 11, 2023, through April 24, 2026) (“PAGA Members”).

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

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Est Individual Class Payment» (less withholding) and your Individual PAGA Payment is estimated to be \$«Est Individual PAGA Payment».** 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 Defendant’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 Defendant’s records showing that **you worked «Class Workweeks» workweeks** during the Class Period and **you worked «PAGA Pay Periods» pay periods** 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 do 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 Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant 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 individual Class Period wage claims against Defendant.
- (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 individual wage claims against Defendant. You cannot opt-out of the PAGA portion of the proposed Settlement, and thus, if you are a PAGA member, remain eligible for an Individual PAGA Payment regardless of whether you opt out of the Class Settlement.

Defendant 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 Defendant 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 <u>August 11, 2026</u>	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. Defendant must pay Individual PAGA Payments to all PAGA Members and the PAGA Members 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 <u>August 11, 2026</u>	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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the <u>September 10th Final Approval Hearing</u>	The Court's Final Approval Hearing is scheduled to take place on <u>September 10, 2026</u> . 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 <u>August 11, 2026</u>	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 Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <u>August 11, 2026</u> . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Alderwood employee. The Action accuses Defendant of violating California labor laws, asserting claims based on Defendant's alleged: (1) failure to pay minimum and overtime wages; (2) failure to properly provide paid sick leave; (3) failure to provide compliant rest periods and pay missed rest break premiums; (4) failure to provide compliant meal periods and pay missed meal period premiums; (5) failure to pay all wages due and owing during employment and at separation; (6) failure to provide complete and accurate wage statements; and (7) failure to reimburse necessary business expenses. Plaintiff also asserted a violation of California's Unfair Competition Law ("UCL"). Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. ("Class Counsel.")

Defendant 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 Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement to settle 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, Plaintiff and Alderwood 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, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant 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 PAGA Members. 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. Defendant Will Pay \$1,272,115.09 as the Gross Settlement Amount (Gross Settlement). Defendant 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 Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 90 days after the Judgment entered by the Court become 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, Plaintiff 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 \$424,038.36 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only money Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$10,000 to the Administrator for services administering the Settlement.
 - D. Up to \$20,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

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 Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay the 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 Plaintiff and Defendant 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, at your own expense, 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 are 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 **August 11, 2026**, 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 **August 11, 2026** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her 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.

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 Defendant 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 Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (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 Defendant 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 Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

In consideration for their awarded Individual Settlement Shares, as of the date the Settlement becomes Final and has been fully funded, all Participating Class Members

release all claims arising out of or related to the allegations set forth in the Operative Complaint and/or PAGA Notice to the California Labor and Workforce Development Agency that arose during the Class Period and/or PAGA Period, including claims for: (1) failure to pay proper minimum and overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); (2) failure to pay sick wages at the proper legal rate; (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (5) failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201-204; (6) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (7) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); (8) failure to reimburse necessary business expenses in violation of Labor Code section 2802; (9) statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); and (10) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing).

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

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

All Participating and Non-Participating Class Members who are PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, any and all claims for civil penalties under PAGA against Alderwood and the Released Parties that arise out of or reasonably relate to the claims alleged in the Action or that could have been alleged based on the factual allegations in the Action.

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 \$25,000.00 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **August 11, 2026** to

challenge the number of Workweeks and/or Pay Periods 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 Defendant's calculation of Workweeks and/or Pay Periods based on Defendant'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 and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant'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 PAGA Members. 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 PAGA Member 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 *Hall v. Alderwood Resort Managment, LLC*, Case No. CIVSB2402759, 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 August 11, 2026, 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 Plaintiff and Defendant are asking the Court to approve. At least 16 days before the **September 10, 2026** Final Approval Hearing, Class Counsel and/or Plaintiff 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 Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. 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.

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 Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is August 11, 2026.** 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 *Hall v. Alderwood Resort Management, LLC*, Case No. CIVSB2402759, and include your name, current address, telephone number, and approximate dates of employment for Defendant 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 **September 10, 2026 at 8:30 a.m.** in Department 20 of the San Bernardino County Superior Court, located at San Bernardino County Superior Court, 247 W. 3rd Street, San Bernardino, CA 92415. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, 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, at your own expense, to attend) either personally or virtually via Zoom. 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 (www.ilymgroup.com) 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 Defendant and Plaintiff have promised to do under the proposed Settlement. You can telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://cap.sb-court.org/login/>) and entering the Case Number for the Action, Case No. CIVSB2402759.

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

Class Counsel:

Joshua S. Falakassa josh@falakassalaw.com FALAKASSA LAW, P.C. 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067	Mehrdad Bokhour mehrdad@bokhourlaw.com BOKHOUR LAW GROUP, P.C. 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 (310) 975-1493
--	---

Settlement Administrator: ILYM Group, Inc.

Address: P.O. Box 2031 | Tustin, CA 92781

Telephone: (888) 250-6810

Fax: (888) 845-6185

Email: claims@ilymgroup.com

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 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.

Hall v. Alderwood Resort Management, LLC.

c/o ILYM Group, Inc.

P.O. Box 2031

«ILYM_ID QR Code»

Tustin, CA 92781

ILYM ID: «ilym_id» «PC»

«first_name» «last_name»

«Address_1»

«City», «state» «Zip_Code»