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12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF RIVERSIDE**
15

16 ROXANNE POND, an individual, on behalf
17 of herself and on behalf of all persons
18 similarly situated, and on behalf of the State
19 of California as a private attorney general,

20 Plaintiffs,

21 vs.

22 GLEN IVY HOT SPRINGS, a California
23 Corporation; and DOES 1 through 50,
24 inclusive,

25 Defendants.

CASE No. **CVRI2104986**
[Consolidated with CVRI2105059]

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: October 10, 2023
Hearing Time: 8:30 a.m.
[Hearing scheduled by Order dated May 23, 2023]

Judge: Hon. Harold W. Hopp
Dept: 1

Action Filed: November 1, 2021
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on October 10, 2023, the Court entered the
3 Final Approval Order and Judgment in the above entitled action. A true and correct copy of
4 the Final Approval Order and Judgment is attached hereto as Exhibit #1. The Judgment was
5 also served on the LWDA pursuant to the Proof of Service below.

6 Respectfully submitted,

7
8 Dated: October 12, 2023

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

9 By: /s/ Kyle Nordrehaug
10 Kyle R. Nordrehaug
11 Attorneys for Plaintiffs
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

On October 12, 2023, I served the document(s) described as:

1. NOTICE OF ENTRY OF JUDGMENT

X **(BY ELECTRONIC SERVICE):** Pursuant to the provisions of CCP §1010.6, I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following confirmed e-mail addresses:\

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Carol A. Gefis

Michele L. Collender

20 Pacifica, Suite 1100

Irvine, CA 92618

Tel: 949-453-4280

Email: Cgefis@aalrr.com

michele.collender@aalrr.com

X **(ONLINE TO THE LWDA):** I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X **(State):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 12, 2023, at La Jolla, California.

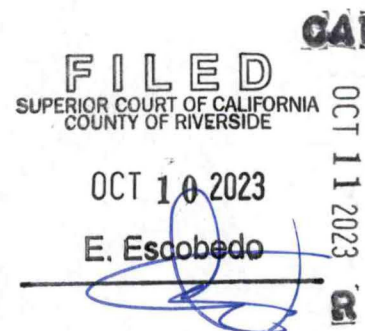
/s/ Kyle Nordrehaug

Kyle Nordrehaug

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
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Telephone: (858)551-1223
Facsimile: (858) 551-1232

Attorney for Plaintiff



SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

(MF)

ROXANNE POND, an individual, on behalf
of herself and on behalf of all persons
similarly situated, and on behalf of the State of
California as a private attorney general,

Plaintiffs,

v.

GLEN IVY HOT SPRINGS, a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: CVRI2104986
[Consolidated with CVRI2105059]

**~~REVISED PROPOSED~~ FINAL
APPROVAL ORDER AND JUDGMENT**

Hearing Date: October 10, 2023
Hearing Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp
Dept.: 1

Action Filed:
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiff Roxanne Pond ("Plaintiff") for an order finally approving the Class
2 Action and PAGA Settlement Agreement ("Agreement") with Defendant Glen Ivy Hot Springs,
3 Inc. ("Defendant"), attorneys' fees and costs, service payment, and the fees and expenses of the
4 Administrator duly came on for hearing on October 10, 2023 before the Honorable Harold Hopp.
5 The Class Action and PAGA Settlement Agreement is attached as Exhibit #2 to the Declaration of
6 Norman Blumenthal filed on September 14, 2023.

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the California Superior Court for the County of Riverside, and over all Parties to this litigation,
14 including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiff and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of \$1,500,000 and the terms set
17 forth in the Agreement are fair, reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm's length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court's conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On May 23, 2023, the Court granted preliminary approval of the Settlement. At
26 this same time, the Court approved conditional certification of the Class for settlement purposes
27 only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last known addresses on or
4 about June 21, 2023. Mailing of the Class Notice to their last known addresses was the best notice
5 practicable under the circumstances and was reasonably calculated to communicate actual notice
6 of the litigation and the proposed settlement to the Class. The Class Notice fully and accurately
7 informed the Class Members and PAGA Members of all material elements of the proposed
8 Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the
9 Class; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws
10 of the State of California, the United States Constitution, due process and other applicable law.
11 The Class Notice fairly and adequately described the Settlement and provided adequate
12 instructions and a variety of means to obtain additional information.

13 7. The deadline for opting out of the Class or submitting written objections to the
14 Settlement was August 21, 2023, which for re-mailings was extended by 14 days. There was an
15 adequate interval between notice and the deadline to permit Class Members to choose what to do
16 and act on their decision. A full opportunity has been afforded to the Class Members to
17 participate in this hearing, and all Class Members and other persons wishing to be heard have been
18 heard. Class Members also have had a full and fair opportunity to exclude themselves from the
19 Class. Accordingly, the Court determines that all Class Members who did not timely and properly
20 submit a request for exclusion are bound by the Settlement and this Final Approval Order and
21 Judgment.

22 **Fairness Of Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 parties during an all-day mediation before Hon. Carl West (Ret.), a respected jurist and
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1 experienced mediator of wage and hour class actions. There has been no collusion between the
2 parties in reaching the proposed settlement.

3 b. Plaintiff's investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. Three (3) requests for exclusion were received.

9 e. The participation rate was high. 1,310 Participating Class Members will be
10 mailed a settlement payment, representing 99.77% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of the
14 Released Class Claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the Action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$500,000 for attorneys' fees, representing one-third (1/3) of the Gross
20 Settlement Amount, and \$17,000 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
23 and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of
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1 the risks and burdens undertaken by the Plaintiff in the litigation, for the time and effort in
2 bringing and prosecuting this matter on behalf of the Class, and for the execution of a general
3 release.

4 **Administration Expenses Payment**

5 13. The Administrator shall calculate and administer the payments to be made to the
6 Class Members and PAGA Members, transmit payment for attorneys' fees and costs to Class
7 Counsel, transmit the Class Representative Service Payment to the Plaintiff, distribute the LEDA
8 PAGA Payment, issue any required tax reporting forms, calculate withholdings and perform the
9 other remaining duties set forth in the Agreement. The Administrator has documented \$19,400 in
10 fees and expenses, and this amount is reasonable in light of the work performed by the
11 Administrator.

12 **PAGA Penalties**

13 14. The Agreement provides for a PAGA Penalties payment out of the Gross
14 Settlement Amount of \$30,000, which shall be allocated \$22,500 to the LWDA as the LWDA's
15 75% share of the settlement of civil penalties paid pursuant to the PAGA and \$7,500 to be
16 distributed to the Aggrieved Employees based on their respective PAGA Pay Periods worked
17 during the PAGA Period. The Court finds this PAGA Penalties payment to be reasonable. All
18 Aggrieved Employees will be sent their Individual PAGA Payment and will be subject to the
19 release of the Released PAGA Claims as set forth below, whether or not they opt out of the
20 Settlement. The LWDA was provided notice of the Agreement and these settlement terms and has
21 indicated no objection thereto. The Court finds the PAGA Penalties to be reasonable.

22 **II.**

23 **ORDERS**

24 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

25 15. The certification of the Class for the purposes of settlement is confirmed. The
26 Class is defined as follows:

27 All individuals who are or previously were employed by Defendant in California
28 and classified as a non-exempt employee at any time during the Class Period
(November 1, 2017 through January 1, 2023).

FINAL APPROVAL ORDER AND JUDGMENT

1 16. All persons who meet the foregoing definition are members of the Class, except for
2 those individuals who filed a valid request for exclusion (“opt out”) from the Class. The three
3 individuals who requested exclusion are: Caitlyn Scott, Monica Garcia, and Nicole Rodriguez.

4 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
5 best interest of the Class.

6 18. The envelopes containing the settlement distributions to Class Member shall bear
7 the notation, “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” The
8 settlement distribution checks shall be valid for 180 from the date of mailing. The Settlement
9 Administrator shall mail a reminder postcard to any Class Member whose check has not been
10 negotiated withing 60 days after the date of mailing. If (i) any of the class members are current
11 employees of the defendant, (ii) the distribution mailed to those employees is returned to the
12 administrator as being undeliverable, and (iii) the administrator is unable to locate a valid mailing
13 address, the administrator shall arrange with the defendant to have those distributions delivered to
14 the employees at their place of employment. The settlement distribution shall include notification
15 of the entry of judgment in the envelope which shall read as follows: “Please be advised that on
16 _____, 2023, the Court entered judgment in this action, *Pond v. Glen Ivy Hot Springs*,
17 Case No. CVRI2104986, and a copy of the Judgment can be found by going to Class Counsel’s
18 website at www.bamlawca.com under “Class Notices” for *Pond v. Glen Ivy Hot Springs*.
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20 19. Class Counsel are awarded attorneys' fees in the amount of \$500,000 and costs in
21 the amount of \$17,000. Class Counsel shall not seek or obtain any other compensation or
22 reimbursement from Defendant, Plaintiff or members of the Class.

23 20. The payment of the Class Representative Service Payment in the amount of
24 \$10,000 to the Plaintiff is approved.

25 21. The payment of \$19,400 to the Administrator for their fees and expenses is
26 approved.

27 22. The PAGA Penalties payment of \$30,000 is approved and shall be allocated in
28 accordance with the Agreement.

FINAL APPROVAL ORDER AND JUDGMENT

1 23. The Agreement and this Settlement are not an admission by Defendant, nor is this
2 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
3 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
4 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
5 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
6 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
7 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
8 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
9 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
10 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
11 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
12 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
13 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or
14 Released PAGA Claims.

15 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
16 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
17 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
18 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
19 to individual Class Members.

20 25. If the Agreement does not become final and effective in accordance with the terms
21 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
22 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
23 revert to their respective positions as of before entering into the Agreement, and expressly reserve
24 their respective rights regarding the prosecution and defense of this Action, including all available
25 defenses and affirmative defenses, and arguments that any claim in the Action could not be
26 certified as a class action and/or managed as a representative action.

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1 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

2 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
3 Plaintiffs, Class Members, and Aggrieved Employees, shall take nothing in the Action.

4 27. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
5 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
6 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
7 arising from or in connection with the distribution of settlement benefits.

8 28. Each party shall bear its own attorneys' fees and costs, except as otherwise
9 provided in the Agreement and in this Final Approval Order and Judgment.

10 29. As Effective on the date when Defendant fully funds the entire Gross Settlement
11 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
12 Payments, all Participating Class Members, on behalf of themselves and their respective former
13 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
14 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
15 claims that were alleged, or reasonably could have been alleged, based on facts stated in the
16 Operative Complaint which occurred during the Class Period. Except as expressly set forth in this
17 Agreement, Participating Class Members do not release any other claims, including claims for
18 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
19 unemployment insurance, disability, social security, workers' compensation, or California class
20 claims based on facts occurring outside the Class Period.

21 30. Effective on the date when Defendant fully funds the entire Gross Settlement
22 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
23 Payments, Plaintiff and the LWDA are deemed to release, on behalf of themselves and their
24 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
25 and assigns, the Released Parties from all of the Released PAGA Claims. The "Released PAGA
26 Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been
27 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which
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1 occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA
2 claims, underlying wage and hour claims, claims for wrongful termination, discrimination,
3 unemployment insurance, disability and worker's compensation, and claims outside of the PAGA
4 Period.

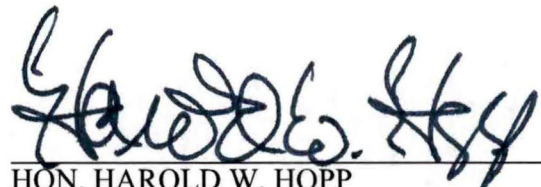
5 31. As used herein, the "Released Parties" are: Defendant and Defendant's officers,
6 directors, employees and agents.

7 32. Effective on the date when Defendant fully funds the entire Gross Settlement
8 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
9 Payments, Plaintiff and his or her respective former and present spouses, representatives, agents,
10 attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released
11 Parties from all claims, transactions, or occurrences that occurred during the Class Period as set
12 forth fully in the Agreement ("Plaintiff's Release"). Further for purposes of Plaintiff's Release,
13 Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section
14 1542 of the California Civil Code.

15 33. A non-appearance compliance hearing is set for August 29, 2024 at 8:30 a.m., with
16 the report from the Administrator to be filed no later than August 22, 2024.

17 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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19 Dated: 10/10/23

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21 HON. HAROLD W. HOPP
22 JUDGE, SUPERIOR COURT OF CALIFORNIA
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