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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF RIVERSIDE**

10
11 ROXANNE POND, an individual, on behalf of
herself and on behalf of all persons similarly
12 situated, and on behalf of the State of California
as a private attorney general,

13
14 Plaintiff,

15 vs.

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

18 Defendants.

CASE NO.: **CVRI2104986**
[Consolidated with CVRI2105059]

**DECLARATION OF ROXANNE
POND IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: May 9, 2023

Hearing Time: 8:30 a.m.

Reservation ID: 458035564309

Judge: Hon. Harold W. Hopp

Dept: 10

Action Filed: November 1, 2021

Trial Date: Not Set

1 I, Roxanne Pond, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I worked for Defendant Glen Ivy Hot Springs ("Glen Ivy") in California from April of
10 2017 to September of 2021 and I was classified by Glen Ivy as a non-exempt employee during
11 that time period.
12

13 4. I retained the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, who are
14 experienced in both class action & PAGA representative action litigation and claims against
15 employers for violations of the California Labor Code. I have no personal relationship or family
16 ties to my attorneys or any officer of the Court. I am not aware of having any actual or potential
17 conflicts of interest with another member of the class in this case nor am I aware of having any
18 actual or potential conflicts of interest with ILYM, the settlement administrator. I am not aware
19 of any other pending matter or action asserting claims that will be extinguished or adversely
20 affected by this settlement.
21

22 5. I decided to file this class action lawsuit for the benefit of myself and other current
23 and former non-exempt employees who worked for Glen Ivy and be a class representative
24 because I felt that my legal rights as an employee and others like me were violated. For example,
25 numerous times throughout my employment with Glen Ivy my meal periods were either late,
26 short or completely missed. I did not receive the meal break penalty payments I should have
27

1 received for these violations. Also, I rarely was ever able to take a rest period and, regardless,
2 Glen Ivy had a policy that stated employees could not leave the premises during their rest breaks.
3 I should have been able to leave the premises on my rest breaks if I chose to do so but this was
4 not allowed. I also did not receive the rest break premium payments I should have received for
5 these violations.
6

7 6. This class action case was filed on November 1, 2021. Before the complaint was filed I
8 spoke to my attorneys several times and discussed how Glen Ivy implemented its company
9 policies and procedures. I also assisted my attorneys in their investigation into my claims by
10 providing them documents and answering their questions. I reviewed the complaint before it
11 was filed and after it was filed I was given access to an electronic file sharing program that
12 alerted me via email when important documents were filed so that I could review them and keep
13 up with the developments in the case which I understood was one of my duties as a class
14 representative. I would also contact my attorneys from time to time if I had any questions about
15 the case.
16

17 7. Even though this action is in the process of settling, I was and remain prepared to
18 perform all the duties of a class representative. I understand that as a class representative I have
19 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent non-
20 exempt employees who worked for Glen Ivy during the class period. I have understood that as a
21 fiduciary, I have a duty to prosecute this action for the benefit of the members of the class and
22 surrender any right to compromise the group action for an individual gain.
23

24 8. I understood that being a plaintiff/class representative in this case meant that I
25 was seeking damages not only for myself but also other current and/or former non-exempt
26 employees working for Glen Ivy in California. I felt that this group of employees were not
27

1 aware of their labor law rights and even if they were they would probably be apprehensive about
2 speaking up or even simply because of the time, effort and risk involved in filing a class action
3 lawsuit.

4 9. I understood that being a part of this lawsuit involved risks. For example, my
5 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
6 pay for all or part of the attorney fees and costs paid by Glen Ivy to defend this lawsuit. Also, I
7 knew there was a risk that future employers, if they ever found out about this lawsuit, could hold
8 it against me or downgrade me as a potential hire. As the only named Plaintiff in this case it
9 would not be difficult for a future employer to become aware that I sued a former employer for
10 labor law violations. Ultimately I decided these risks were worth it and decided to fight for my
11 rights and the rights of others regardless of the risks, time and effort I spent on this case.
12

13 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
14 kept up to date on important developments by reviewing court filings that were made available to
15 me electronically as I described above.
16

17 11. A mediation took place on November 1, 2022 with Hon. Carl West (Ret.), a
18 former judge and experienced mediator of wage and hour class actions. Following the all-day
19 mediation session, the parties agreed to settle the action based on a mediator's proposal. I
20 communicated with my attorneys regarding the terms of the settlement which was reached
21 between the parties and understood that I was representing absent class members and therefore
22 wanted the best possible result to be obtained for the class and I believe a very positive result
23 was in fact achieved via settlement. I reviewed and signed the Memorandum of Understanding
24 on November 14, 2022 and when the final settlement papers were ready, I closely reviewed the
25 Settlement Agreement which I signed on March 27, 2023.
26

12. I have been actively involved with this class action lawsuit performing the duties described above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed court filings, and spent a significant amount of time on the issues presented during the lawsuit and in the settlement process. I estimate that I spent approximately 40-50 hours working on this case up until this point. I believe I have been diligent and have done what is expected of a named plaintiff and a proposed class representative to date, and will continue to do so. I have and always will maintain the best interest of the class.

13. My attorneys explained to me that the settlement process involves a two-step review by the Court to determine whether the settlement is fair before approving the settlement. I know this process also involves notifying all class members of the settlement terms and of their rights to make a claim for their settlement share, to opt out of the settlement or to object to the settlement.

14. I believe I did the right thing by filing this case on behalf of the class who are in line to receive monetary payments as a result of this case and settlement. I also believe that the requested Class Representative Service Payment of \$10,000 from the settlement is fair compensation for the work I performed and the risks I undertook.

15. As part of the settlement it was necessary for me to sign a general release of all claims I may have against Glen Ivy. I believe the Class Representative Service Payment I have requested provides me with some compensation for this agreed release.

16. I have not entered into any undisclosed agreements nor have I received any undisclosed compensation in this case. The only compensation I will receive is whatever amount the Court awards as a service payment, as well as my share as a class member of the settlement fund.

17. In light of all the time and effort I have spent on this case, the risk I undertook by suing a former employer, the exposure to being responsible for paying Glen Ivy's costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release, and in light of the size of the settlement, I believe the request for \$10,000 as a Class Representative service payment is fair and reasonable.

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

Executed on Apr 11, 2023, at Wildomar, Ca.
(city, state)


roxanne pond (Apr 11, 2023 22:43 PDT)

Roxanne Pond