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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE

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,

vs.

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

Defendants.

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

DECLARATION OF KYLE
NORDREHAUG 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, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiff Roxanne Pond ("Plaintiff") in this matter. As such, I am fully
4 familiar with the facts, pleadings and history of this matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated
6 herein.

7 2. This declaration is being submitted in support of Plaintiff's unopposed motion for
8 preliminary approval of the proposed class action settlement with Defendant Glen Ivy Hot Springs,
9 Inc. ("Defendant"), which motion seeks entry of an order: (1) preliminarily approving the proposed
10 settlement of this class action with Defendant; (2) for settlement purposes only, conditionally
11 certifying the following Class: "all individuals who are or previously were employed by Defendant
12 in California and classified as a non-exempt employee at any time during the Class Period", which
13 is November 1, 2017 through January 1, 2023; (3) provisionally appointing Plaintiff as the
14 representative of the Class; (4) provisionally appointing Norman B. Blumenthal, Kyle Nordrehaug,
15 and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for
16 the Class; (5) approving the form and method for providing class-wide notice; (6) directing that
17 notice of the proposed settlement be given to the class; (7) appointing ILYM Group as Settlement
18 Administrator, and (8) scheduling a final approval hearing date to consider Plaintiff's motion for
19 final approval of the settlement and entry of the Judgment, and Plaintiff's motion for approval of
20 attorneys' fees and litigation expenses. Attached hereto as Exhibit #1 is a copy of the fully executed
21 Class Action and PAGA Settlement Agreement ("Agreement") along with exhibits thereto. The
22 form of the Agreement is based upon the Los Angeles County Superior Court model form for a
23 class and PAGA settlement. This Declaration incorporates by reference the definitions in the
24 Agreement, and all terms defined therein shall have the same meaning as set forth in the
25 Agreement.

26
27 Fairness of Settlement

28 3. As consideration for this Settlement, the Gross Settlement Amount is One Million

1 Five Hundred Thousand Dollars (\$1,500,000) (the “Gross Settlement Amount”) to be paid by
2 Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all issues
3 pending in the Action between the Parties and will be made in full and final settlement of the
4 Released Class Claims in exchange for the payments to Participating Class Members from the Net
5 Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys'
6 fees and costs, (c) Class Representative Service Payment, and (d) the PAGA Penalties payment to
7 the LWDA and the Aggrieved Employees. (Agreement at ¶ 1.22.) The Gross Settlement Amount
8 does not include the employer’s share of payroll taxes which will be separately paid by Defendant.
9 (Agreement at ¶ 3.1) The Settlement is all-in with no reversion to Defendant and no need to submit
10 a claim form. (Id.)

11 4. **CMO ¶G(3)(a)(iv) - Relief to the Class** - The relief provided in the Settlement will
12 benefit all members of the Class. The Settlement does not grant preferential treatment to Plaintiff
13 or segments of the Class in any way. Payments to the Class Members are all determined under a
14 neutral methodology. Each Participating Class Member will receive the same opportunity to
15 participate in and receive payment through a neutral formula that is based upon the Workweeks for
16 that individual.

17 5. On November 1, 2022, the Parties participated in an all-day mediation session
18 presided over by Hon. Carl West (Ret.), a respected jurist and experienced mediator of wage and
19 hour class actions. In preparation for the mediation, Defendant provided Class Counsel with
20 payroll and employment data and other information regarding the Class Members, various internal
21 documents, and other compensation and employment-related materials. Class Counsel analyzed the
22 data with the assistance of damages expert Berger Consulting and prepared and submitted a
23 mediation brief to the mediator. The final settlement terms were negotiated and set forth in the
24 Agreement now presented for this Court’s approval. Importantly, Plaintiff and Class Counsel
25 believe that this Settlement is fair, reasonable and adequate.

26 6. **CMO ¶G(3)(a)(ii) - Estimated Maximum Recovery / ¶G(3)(a)(i) - Class Size** -
27 Based upon 1,270 Class Members who collectively worked 70,000 Workweeks, the Gross
28 Settlement Amount provides an average value of \$1,181 per Class Member and \$21 per Workweek

1 and after deductions the Net Settlement Amount provides an average recovery of \$722 per Class
2 Member and a recovery of \$13.11 per Workweek. This means that a Class Member who worked
3 the entire Class Period (270 weeks) will have a net recovery of \$3,539, and a Class Member who
4 worked only a single week in the Class Period will have a net recovery of \$13.11. The calculations
5 to compensate for the amount due for the Class at the time of the mediation were calculated by
6 Berger Consulting, Plaintiff's damage expert. As to the Class whose claims are at issue in this
7 Action, Plaintiff used this expert to analyze the data and determine the potential unpaid wages for
8 the employees. The maximum potential damages were calculated to be \$293,976 for the potential
9 unpaid wages due to alleged reporting time, \$341,586 for alleged unpaid wages due to donning /
10 doffing and health screening, \$3,932,259 for alleged rest period damages based upon a 100%
11 assumed potential violation rate from on premise restriction, \$358,400 for alleged unreimbursed
12 business expenses for assumed personal cell phone usage at \$20 per month. The meal break claim
13 had nominal value because Defendant established that it paid the meal period premium for every
14 violation apparent in the time records. As a result, the total damage valuation was calculated that
15 Defendant was subject to a maximum damage claim in the amount of \$4,926,221. As to potential
16 penalties, Plaintiff calculated that potential waiting time penalties were a maximum of \$2,070,708
17 and potential wage statement penalties were between \$598,600 and \$1,173,750, depending on the
18 predicate violation. Defendant vigorously disputed Plaintiff's calculations and exposure theories.
19 Given these uncertainties, the Gross Settlement Amount of \$1,500,000 is fair and reasonable. This
20 amount represents more than 30% of the maximum value of the alleged damages at issue in this
21 case at the time this Settlement was negotiated.¹ In addition, the above maximum calculations
22 should then be adjusted in consideration for both the risk of class certification and the risk of
23 establishing class-wide liability on all claims. Given the amount of the settlement as compared to
24 the potential value of claims in this case and the defenses asserted by Defendant, this settlement is
25 fair and reasonable.

26
27 ¹ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
28 Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim is addressed in the Decl. Nordrehaug at ¶33.

1 a. **CMO ¶G(3)(a)(iii) - Estimated Realistic Recovery** - The above provides
2 the estimate of the maximum recoveries on the class claims. The above maximum calculations
3 should then be adjusted in consideration for both the risk of certification and the risk of establishing
4 class-wide liability on all claims. The reporting time claim was a strong claim both in terms of
5 liability and certification. I would expect a high likelihood of certification of this regular rate claim
6 (75%), and a similarly high likelihood of establishing liability on this claim (75%). Using these risk
7 ratios, the reasonable class recovery on this regular claim would be \$165,361. The alleged unpaid
8 wages due to donning / doffing and health screening presents a medium likelihood of certification
9 (50%) because of variances between employees, and a medium likelihood of liability (50%) in light
10 of the Defendant's argument that this time was recorded. Using these risk ratios, the reasonable
11 class recovery on this claim would be \$85,396. The rest period claim presents a low likelihood of
12 certification (25%) and a low likelihood of liability (25%) because of the Defendant's defense that
13 they have facially lawful policies that instruct employees to take the required rest breaks, and
14 because Plaintiff's theory of premise restrictions to establish the claim has been rejected by Courts
15 which have considered the issue. *See, e.g., Ritenour v. Carrington Mortg. Servs., LLC*, 2018 WL
16 5858658, at *7 (C.D. Cal. 2018) (holding that defendant's on-premises rest period policy was
17 facially valid and legal); *Hubbs v. Big Lots Stores, Inc.*, 2018 WL 5264141, at *5 (C.D. Cal. 2018)
18 (citing *Augustus* and dismissing on-premises rest period claims for failure to state a claim); *Bell v.*
19 *Home Depot U.S.A., Inc.*, 2017 WL 1353779, at *2 (E.D. Cal. 2017) (declaring defendant's
20 argument that *Augustus* implied on-premises rest periods were legal as "more persuasive and
21 accurate" than plaintiff's argument to the contrary). In addition, Plaintiff used 100% of the shifts to
22 reach the valuation, when in fact, likely only less than a third of shifts would be impacted by
23 Plaintiff's on-premise theory resulting in a further reduction. Using these risk ratios, the reasonable
24 class recovery on this rest period claim would be \$81,102. The expense reimbursement claim
25 presents a high likelihood of certification (75%), but a medium likelihood of liability (50%) because
26 of the Defendant's defense that personal cell phone usage was a required expense, as opposed to
27 merely convenient which is not recoverable. Using these risk ratios, the reasonable class recovery
28 on this reimbursement claim would be \$134,400. The waiting time claim is entirely derivative of

1 the above claims for failure to pay wages, and therefore bear the same risks, and also have the
2 additional risk of Defendant's "good faith defense, which I estimate would reduce the likelihood
3 further. Using the best possible predicate ratios from the reporting rate claim, and then apply a
4 further reduction of 75% for the good faith defense, leads to a reasonable class recovery on this
5 waiting time claim of \$873,579. As to the wage statement claim, this claim is derivative and
6 perhaps could only be recovered based upon a theory that the hours worked were not accurately
7 stated. If we apply the risks from the reporting time claim, and then an additional 75% risk for the
8 unique defenses to this claim which are lack of wilfulness and not intentional because of alleged
9 lawful policies, leads to a reasonable class recovery on this wage statement claim of \$495,175. All
10 combined, these realistic recoveries total \$1,835,013, which compares favorable to the amount of
11 the settlement in this case, which is guaranteed and without delay and appeal.

12 13 Procedural History of the Litigation

14 7. On July 9, 2021, Plaintiff filed with the LWDA and served on Defendant a
15 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover
16 civil penalties on behalf of Aggrieved Employees for various Labor Code violations ("PAGA
17 Notice"). On November 1, 2021, Plaintiff filed a class action Complaint against Defendant in the
18 Superior Court of the State of California, County of Riverside ("Class Action"). In the Class Action
19 Complaint, Plaintiff asserted claims against Defendant for: (1) unfair competition in violation of
20 Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation of
21 California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of
22 California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in
23 violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in
24 violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage
25 statements in violation of California Labor Code § 226; (7) failure to reimburse employees for
26 required expenses in violation of California Labor Code § 2802; and (8) failure to provide wages
27 when due in violation of California Labor Code §§ 201, 202 and 203.

28 8. On November 1, 2021, Plaintiff filed a Representative Action Complaint against

1 Defendant in the Superior Court of the State of California, County of Riverside, asserting a single
2 cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq.
3 ("PAGA"), Case No. CVRI2104986 ("PAGA Action").

4 9. The Parties filed a stipulation to consolidate the Class Action and PAGA Action. On
5 June 3, 2022, the Court issued an Order consolidating for all purposes the PAGA Action and the
6 Class Action and ordered the first-filed and lower case numbered PAGA Action as the lead case.
7 On January 10, 2023, Plaintiff filed a First Amended Class and Representative Action Complaint in
8 the PAGA Action. The First Amended Class and Representative Action Complaint is the operative
9 complaint in the Action (the "Operative Complaint").

10 10. **CMO ¶G(3)(a)(v) - Investigation** - Over the course of litigation, the Parties
11 engaged in the investigation of the claims, including production of documents, class data, and other
12 information, allowing for the full and complete analysis of liabilities and defenses to the claims in
13 the Action. Plaintiffs served formal written discovery including requests for production, special
14 interrogatories, form interrogatories, and requests for admission. The information for mediation
15 obtained by Plaintiff included: (1) data concerning the class (2) payroll data for the class; (3)
16 Defendant's wage and hour policies and job descriptions; (4) the employment file for the Plaintiff;
17 and, (5) samples of wage statements provided by Defendant. As such, Class Counsel received the
18 data and information for the Class, which was sufficient for Plaintiff's expert to prepare the
19 valuation of the claims for the Class.

20 11. Class Counsel has extensive experience in litigating wage and hour class actions in
21 California. The Parties have vigorously litigated the Actions since inception. During the course of
22 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and
23 Defendant have engaged in substantial research and investigation in connection with the Action.
24 Class Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action
25 and utilized an expert to perform an analysis of the data and valuation of the claims.

26 12. Plaintiff and Defendant agreed to discuss resolution of the Action through a
27 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
28 documents and information in connection with the Action. On November 1, 2022, the Parties

1 participated in an all-day mediation presided over by Hon. Carl West (Ret.), a respected jurist and
2 experienced mediator of wage and hour class actions. Following the mediation, each side,
3 represented by its respective counsel, were able to agree to settle the Action based upon a
4 mediator's proposal which was memorialized in a memorandum of understanding. The Parties then
5 negotiated the final terms of the settlement as set forth in the Agreement. At all times, the
6 negotiations were arm's length and contentious.

7 13. Although a settlement has been reached, Defendant denies any liability or
8 wrongdoing of any kind associated with the claims alleged in the Actions and further deny that, for
9 any purpose other than settlement, the Actions are appropriate for class and/or representative
10 treatment. Defendant contends, among other things, that it has complied at all times with the
11 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
12 Defendant contends that class certification is inappropriate for any reason other than for settlement.
13 Plaintiff contends that Defendant violated California wage and hour laws. Plaintiff further contends
14 that the Action is appropriate for class certification on the basis that the claims meet the requisites
15 for class certification. Without admitting that class certification is proper, Defendant has stipulated
16 that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.8.) The
17 Parties agree that certification for settlement purposes is not an admission that class certification is
18 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that
19 the Class could be certified absent a settlement. Solely for purposes of settling the Action, the
20 Parties stipulate and agree that the requisites for establishing class certification with respect to the
21 Class are satisfied.

22 14. Class Counsel conducted an investigation into the facts of the class action. Class
23 Counsel engaged in a thorough review and analysis of the relevant documents and data with the
24 assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel
25 possessed sufficient information to make an informed judgment regarding the likelihood of success
26 on the merits and the results that could be obtained through further litigation. In addition, Class
27 Counsel previously negotiated settlements with other employers in actions involving nearly
28 identical issues and analogous defenses. Based on the foregoing data and their own independent

1 investigation, evaluation and experience, Class Counsel believes that the settlement with Defendant
2 on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of
3 the Class in light of all known facts and circumstances, including the risk of significant delay,
4 defenses asserted by Defendant, and potential appellate issues.

5
6 Settlement Terms and Plan of Allocation

7 15. The Gross Settlement Amount is One Million Five Hundred Thousand Dollars
8 (\$1,500,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists
9 of the following elements: (1) payment of the Individual Class Payments to the Participating Class
10 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
11 Administration Expenses Payment; (4) the Class Representative Service Payment to Plaintiff; and
12 (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does not
13 include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount
14 shall be all-in with no reversion to Defendants. (Agreement at ¶ 3.1.)

15 16. Within thirty (30) days of the Effective Date, Defendant shall deposit the Gross
16 Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual
17 Class Payments to Participating Class Members along with the other Court-approved distributions
18 shall be made by the Administrator within fourteen (14) days after Defendant funds the Gross
19 Settlement Amount. (Agreement at ¶ 5.1.)

20 17. The amount remaining in the Gross Settlement Amount after the deduction of
21 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
22 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
23 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement
24 Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at
25 ¶¶ 1.23, 1.28 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each
26 Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the
27 total number of Workweeks worked by all Participating Class Members during the Class Period and
28 (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶

3.2(e.) Workweeks will be based on Defendant's records, however, Class Members will have the right to challenge the number of Workweeks.

18. **CMO ¶G(7) and G(8) - Exclusions and Objections** - Class Members may choose to opt-out of the Settlement by following the directions in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) The Class Notice Packet will include an Exclusion Form and an Objection Form. (Agreement at ¶¶ 8.5(a), 8.7(b), Ex. A.) All Class Members who do not "opt out" will be deemed Participating Class Members who will be bound by the Settlement and will be entitled to receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who submit an opt-out request, will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise the Class Members of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

19. **CMO ¶G(3)(c)(i) - Uncashed Checks**- A Participating Class Member must cash his or her Individual Class Payment check within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will be voided and any funds from such uncashed checks will be sent to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). (Agreement at ¶ 5.4.) Class Members can then claim their funds through the Controller's website.

20. Subject to Court approval, the Parties have agreed on ILYM Group to administer the settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator will be paid for settlement administration in an amount not to exceed \$25,000. (Agreement at ¶ 3.2(c).)

21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel Litigation Expenses Payment in an amount not to exceed \$17,000. (Agreement at ¶ 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$10,000

1 to the Plaintiff as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).)

2 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross
3 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
4 Labor Code Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$30,000. (Agreement at ¶¶
5 1.34 and 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA
6 Payment shall be allocated as follows: 75% shall be allocated to the Labor Workforce Development
7 Agency ("LWDA") as its share of the civil penalties and and 25% allocated to the Individual PAGA
8 Payments to be distributed to the Aggrieved Employees based on the number of their respective
9 PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompany proof of service, the
10 LWDA has been served with this motion and the Agreement.

11
12 Risks of Continued Litigation and Standards for Approval

13 23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate
14 and trying this Action against Defendant through possible appeals which could take several years.
15 Class Counsel has also taken into account the uncertain outcome and risk of litigation, especially in
16 complex class actions such as this Action. Class Counsel is also mindful of and recognize the
17 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Based
18 upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in
19 the Agreement is in the best interest of the Class Members.

20 24. A number of defenses asserted by Defendant, however, present serious threats to the
21 claims of the Plaintiff and the other Class Members. Defendant asserted that Defendant's practices
22 complied with all applicable Labor laws. Defendant argued that Class Members were paid for all
23 time worked and that all work time was properly recorded. Defendants contend that their meal and
24 rest period policies fully complied with California law and Defendant did not fail to provide the
25 opportunity for legally required meal and rest breaks. Plaintiffs' theory of liability for rest breaks
26 was based upon an on premise restriction, which Defendant disputed and argued that this theory has
27 been rejected by Courts as sufficient alone to establish liability for on-duty rest breaks. *See, e.g.,*
28 *Ritenour v. Carrington Mortg. Servs., LLC*, 2018 WL 5858658, at *7 (C.D. Cal. 2018) (holding that

1 defendant's on-premises rest period policy was facially valid and legal); *Hubbs v. Big Lots Stores,*
2 *Inc.*, 2018 WL 5264141, at *5 (C.D. Cal. 2018) (citing Augustus and dismissing on-premises rest
3 period claims for failure to state a claim); *Bell v. Home Depot U.S.A., Inc.*, 2017 WL 1353779, at *2
4 (E.D. Cal. 2017) (declaring defendant's argument that *Augustus* implied on-premises rest periods
5 were legal as "more persuasive and accurate" than plaintiff's argument to the contrary). Defendant
6 contended that there was no failure to pay for business expenses and any cell phone usage was
7 merely convenient and voluntary such that reimbursement was not legally required. Finally,
8 Defendant could argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th
9 1004 (2012), weakened Plaintiffs' claims, on liability, value, and class certifiability as to the meal
10 and rest period claims. Defendant also argues that based on its facially lawful practices, Defendant
11 acted in good faith and without willfulness, which if accepted would negate the claims for waiting
12 time penalties and/or inaccurate wage statements. If successful, Defendant's defenses could
13 eliminate or substantially reduce any recovery to the Class. While Plaintiff believes that these
14 defenses could be overcome, Defendant maintains these defenses have merit and therefore present a
15 serious risk to recovery by the Class.

16 25. In additional, there was also a significant risk that, if the Action was not settled,
17 Plaintiff would be unable to obtain a certified class and maintain the certified class through trial,
18 and thereby not recover on behalf of any employees other than herself. At the time of the
19 mediation, Defendant forcefully opposed the propriety of class certification, arguing that individual
20 issues precluded class certification. Further, as demonstrated by the California Supreme Court
21 decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to
22 overcome for a class-wide recovery even where the class has been certified. While other cases have
23 approved class certification in wage and hour claims, class certification in this action was hotly
24 disputed and the maintenance of a certified class through trial was by no means a foregone
25 conclusion.

26 26. This settlement is therefore certainly entitled to preliminary approval. Were this
27 case to go to trial, the Plaintiff and the other class members would need to prove, among other
28 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

1 27. Plaintiff will apply to the Court for Class Representative Service Payment in
2 consideration for his service and for the risks undertaken on behalf of the class. (Agreement at ¶
3 3.2(a).) Plaintiff performed her duties admirably by working with Class Counsel for over eighteen
4 months. The Declaration of the Plaintiff is submitted herewith in support. At this stage, the
5 requested service awards of \$10,000 are well within the accepted range of awards for purposes of
6 preliminary approval. *See e.g. Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386
7 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment was \$351); *Holman v.*
8 *Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000
9 service award where class member recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007
10 U.S. Dist. LEXIS 14740, 2007 WL 671334 (D. Or. 2007) (approving award of \$10,000 where class
11 member recoveries were as little as \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL
12 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in
13 overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D.Cal. Jan. 27 2007)
14 (awarding \$25,000 service award in overtime class action and a pool of \$100,000 in enhancements
15). As explained in *Glass*, service awards are routinely awarded to class representatives to
16 compensate the employees for the time and effort expended on the case, for the risk of litigation, for
17 the fear of suing an employer and retaliation there from, and to serve as an incentive to vindicate the
18 statutory rights of all employees. 2007 WL 221862 at *16-17. Below, I provided a long list of
19 similar Court-approved service awards.

20 28. The stage of the proceedings at which this Settlement was reached also militates in
21 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
22 conducted a thorough investigation into the facts of the class action. Class Counsel began
23 investigating the Class Members' claims before the Action was filed. Class Counsel conducted a
24 review and analysis of the relevant documents and data. Class Counsel was also experienced with
25 the claims at issue here, as Class Counsel previously litigated and settled similar claims in other
26 actions. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient
27 information to make an informed judgment regarding the likelihood of success on the merits and the
28 results that could be obtained through further litigation.

1 29. Based on the foregoing data and their own independent investigation and evaluation,
2 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
3 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
4 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
5 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that
6 Counsel for both parties possessed sufficient information to make an informed judgment regarding
7 the likelihood of success on the merits and the results that could be obtained through further
8 litigation.

9
10 Class Certification Issues

11 30. Plaintiff contends that the proposed settlement meet all of the requirements for class
12 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
13 the Court may appropriately approve the Class as defined in the Agreement. This Court should
14 conditionally certify the Class for settlement purposes only, defined as follows:

15 All individuals who are or previously were employed by Defendant in California and
16 classified as a non-exempt employee at any time during the Class Period.

17 (Agreement at ¶ 1.5.)

18 The Class Period is November 1, 2017 through January 1, 2023. (Agreement at ¶ 1.13.)

19 a. **Numerosity** - Here, Plaintiff asserts that the 1,270 current and former
20 employees that comprise the Class can be identified based on Defendant's records and are
21 sufficiently numerous for class certification.

22 b. **Common Issues Predominate** - Here, Plaintiff contends that common
23 questions of law and fact are present, specifically the common questions of whether Defendant's
24 employment practices were lawful, whether Class members were lawfully compensated for all
25 hours worked, whether Class members were entitled to reporting time pay, whether Defendant
26 failed to provide meal and rest periods to Class Members, whether Defendant failed to provide
27 required expense reimbursement, and whether Class Members are entitled to damages and penalties
28 as a result of these practices. Plaintiff contends that certification of this Class is appropriate

1 because Defendant allegedly engaged in uniform practices with respect to the Class Members. As a
2 result, these common questions of liability could be answered on a class wide basis.

3 c. **Typicality** - In this Action, Plaintiff contends that the typicality requirement
4 is fully satisfied. Plaintiff, like every other member of the Class, was employed by Defendant as a
5 non-exempt employee during the Class Period, and, like every other member of the Class, was
6 subject to the same employment practices. Plaintiff, like every other member of the Class, also
7 claims owed compensation as a result of the Defendant's uniform company policies and practices.
8 Thus, the claims of Plaintiff and the members of the Class arise from the same course of conduct by
9 Defendant, involve the same issues, and are based on the same legal theories.

10 d. **Adequacy** - Plaintiff contends that the Class Members are adequately
11 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest
12 with other class members, and (b) will prosecute the case vigorously on behalf of the Class. This
13 requirement is met here. First, Plaintiff is well aware of her duties as the representative of the Class
14 and has actively participated in the prosecution of this case to date. Plaintiff effectively
15 communicated with Class Counsel, provided documents and information to Class Counsel, and
16 participated in the investigation and resolution of the Action. The personal involvement of the
17 Plaintiff was essential to the prosecution of the Action and the monetary settlement reached.
18 Second, Plaintiff retained competent counsel who are experienced in employment class actions and
19 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiff and those
20 of the Class. Both the Plaintiff and the Class Members seek monetary relief under the same set of
21 facts and legal theories.

22 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
23 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
24 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
25 experience. We have handled a number of class actions and complex cases and have acted both as
26 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
27 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
28 involving complex issues of law and fact. My firm is particularly experienced in wage and hour

1 employment law class actions, including claims for misclassification, overtime, expense
2 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
3 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
4 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
5 adequate counsel by the courts throughout California. We have been approved as experienced class
6 counsel by both state and federal courts in California in contested class certification proceedings. A
7 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
8 settlement is defined as “all individuals who are or previously were employed by Defendant in
9 California and classified as a non-exempt employee at any time during the Class Period.” I have
10 reviewed my firm’s cases and representation of other plaintiffs and there is no conflict or
11 representation which would prevent my firm from representing the interests of the Class this case.
12 My firm only represents employees, and not employers. My firm has never represented Defendant
13 nor any affiliate of the Defendant. My firm’s only interest in the subject matter of this litigation is
14 to ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class
15 and the claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of
16 other employees and classes as the claims are all against different and distinct employers. I can
17 think of no conflict that would arise in our representation of the Class and our adequate
18 representation of the Class is evidenced by the successful prosecution of the class claims to reach an
19 excellent recovery for the Class. Moreover, neither the Plaintiff nor Class Counsel have any
20 affiliation with the Settlement Administrator for this settlement. Thus, the adequacy requirement
21 for my firm is satisfied.

22 32. **CMO ¶G(5) - Class Notice** - The Parties have used a form for the class notice
23 which this Court previously approval. The Class Notice, drafted jointly and agreed upon by the
24 Parties through their respective counsel and to be approved by the Court, includes all relevant
25 information. (*See* Exhibit “A” to the Agreement.) The Class Notice will include, among other
26 information: (i) information regarding the Action; (ii) the impact on the rights of the Class Members
27 if they do not opt out, including a description of the applicable release; (iii) information to the Class
28 Members regarding how to opt out and how to object to the Settlement; (iv) the estimated

1 Individual Class Payment for each of the Class Members; (iii) the amount of attorneys' fees and
2 expenses to be sought; (v) the amount of the Plaintiff's service award request; and (vi) the
3 anticipated expenses of the Administrator. An Objection form and a Request for Exclusion form
4 will accompany the Class Notice, the forms of which are part of Exhibit A to the Agreement. The
5 Class Notice will state that the Class Members shall have sixty (60) days from the date that the
6 Notice is mailed to them (the "Response Deadline") to request exclusion (opt-out) or to submit a
7 written objection. (Agreement at ¶¶ 1.42, 8.5, 8.7.) In the event of a re-mailing, the Response
8 Deadline will be extended by an additional 14 days. (Id.) Class Members shall be given the
9 opportunity to object to the Settlement and/or requests for attorneys' fees and expenses and to
10 appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class Members who do not submit a
11 timely and proper request to opt-out will automatically receive a payment of their Individual Class
12 Payment. This notice program was designed to meaningfully reach the Class Members and it
13 advises them of all pertinent information concerning the Settlement.

14
15 33. **CMO ¶G(9) - The PAGA Claim -**

16 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
17 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
18 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
19 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
20 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
21 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
22 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
23 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
24 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
25 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
26 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
27 class members." (LWDA Response at p.4).

28 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the

1 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between
2 \$607,000 and \$1,214,000 for a single violation in every one of the 12,140 pay periods at issue in the
3 PAGA Period, depending on whether the violation was \$50 per pay period as in the case of Labor
4 Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code §
5 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate
6 per pay period but without stacking.²

7 c. **Stacking of Penalties** - The violations alleged for PAGA penalties are the
8 same as the grounds for the class claims, which are alleged unpaid wages violations (Labor Code §§
9 1194, 1197, 1198); rest period violations (Labor Code §§ 226.7, 512, 1198), expense
10 reimbursement violations (Labor Code §§ 1198, 2802) waiting time violations (Labor Code §§
11 203), and wage statement violations (Labor Code §§ 226 and 1198). While these are each
12 individual grounds for the class recovery, it is not at all clear whether PAGA penalties can be
13 “stacked”. This is because all but one of the listed violations violated Labor Code §1198 as a
14 predicate violation for the PAGA claim, as well as other Labor Code sections. The exception would
15 be PAGA penalties for waiting penalties under Labor code § 203 would only apply to 412 pay
16 periods where there was a termination of employment, which totals \$41,200. I am not aware of any
17 Court that has awarded PAGA penalties through stacking of penalties because the alleged conduct
18 violated the same statute for multiple reasons or because the same conduct violates multiple Labor
19 Code sections. Here, if stacking were permitted, there is alleged conduct that would violate two or
20 three Labor Code statutes (i.e. a missed meal period could violate Labor Code §§ 226.7, 512 and
21 1198), and there is conduct resulting in multiple violations of the same Labor Code statute (i.e.
22 failure to pay wages, failure to provide rest periods, and failure of accurate pay records all could be
23 in violation of Labor Code §1198), which if taken together could mean that PAGA penalties could
24 be calculated to be six times the unstacked value, which would be \$4 million to \$5 million in

25
26 ² Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of between \$607,000 and \$1,214,000 is the civil penalty amount without stacking. If
28 stacking is permitted, then the valuation increases with each additional penalty added to each pay
period. Plaintiff, however, are not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed.

1 stacked PAGA penalties for the 12,140 pay periods at issue in the PAGA claim. This stacking issue
2 would implicate the requirement of Section 2699(c)(2) that the court “the court “may award a lesser
3 amount than the maximum civil penalty amount specified by this part if, based on the facts and
4 circumstances of the particular case, to do otherwise would result in an award that is **unjust,**
5 **arbitrary and oppressive, or confiscatory.**” It may be argued that awarding PAGA penalties
6 multiple times because the alleged conduct violated the same statute for multiple reasons or because
7 the same conduct violates multiple Labor Code sections is unjust, oppressive and confiscatory. For
8 this reason, Plaintiffs believe that a single un-stacked penalty per pay period is the more realistic
9 valuation.

10 d. **Reasonableness of the PAGA Allocation.** The PAGA allocation in the
11 Settlement is \$30,000. This allocation is justified by several important considerations. First, the
12 PAGA claim was subject to the same risks as the underlying class claims. Second, Defendant
13 asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of
14 the penalties. Defendant could also argue that no penalties prior to the PAGA notification should
15 be awarded, and I am aware of one Court which has so ruled. These additional defenses present a
16 risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be
17 awarded. Second, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court
18 affirmed a judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at
19 trial, any PAGA penalties awarded could be significantly less than Plaintiff’s calculation even
20 where Plaintiff prevailed on the PAGA claim. Even if we assume that violations for all 12,140 pay
21 periods were established, using the valuation from *Carrington* results in a potential recovery of only
22 \$60,700 under PAGA. This means that the PAGA allocation in the Agreement is a reasonable
23 percentage (50%) of this potential PAGA recovery. Fourth, the interests of PAGA are also served
24 by the Class recovery under the reasoning of the LWDA in *O'Connor v. Uber*.

25 e. **Similar PAGA Settlements.** In reaching the settlement of the PAGA
26 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
27 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
28 approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class

1 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
2 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
3 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
4 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
5 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
6 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637
7 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*
8 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA
9 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
10 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9
11 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13
12 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million
13 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009)
14 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*
15 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement
16 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,
17 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount
18 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay,*
19 *8:10-cv-00112-DOC* (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000
20 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted
21 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*
22 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000
23 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*
24 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)
25 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*
26 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or
27 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441
28 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);

1 *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No.
2 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of
3 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case
4 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement
5 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.
6 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement
7 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case
8 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement
9 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)
10 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*
11 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or
12 0.34% of \$1,450,000 settlement amount).

13
14 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
15 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
16 reasonable, and at the time of final approval, my firm will present lodestar to further support the
17 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
18 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
19 of the class action awards obtained by Class Counsel in similar employment actions throughout the
20 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
21 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
22 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
23 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
24 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
25 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
26 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
27 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
28 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.

1 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
2 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
3 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
4 third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker*
5 *Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian Walsh awarded Class
6 Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in
7 *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-
8 00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour
9 class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case
10 No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and
11 hour class settlement. On September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles
12 Superior Court Case No. JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee
13 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour*
14 *Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
15 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*
16 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson
17 awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in
18 *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard
19 Ulmer awarded a one-third fee award in a wage and hour class action settlement. On May 23, 2022,
20 in *Ettegui v. WB Studio Enterprises Inc.*, (United States District Court, Central District of
21 California Case No. 2:20-cv-08053-MCS-JDE) Judge Mark C. Scarsi awarded a one-third fee
22 award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v.*
23 *Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson
24 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
25 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge
26 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.
27 On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court
28 Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee

1 award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v.*
2 *Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr.
3 awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in
4 *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge
5 Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February
6 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No.
7 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class
8 settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
9 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a
10 wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings
11 County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee
12 award in a wage and hour class settlement. A fee award equal to one-third of the common fund is
13 therefore reasonable in light of the fees that have been awarded in other similar cases.

14
15 35. Class Representative Service Payment - The reasonableness of the requested service
16 award is also established by reference to the amounts that other California courts have found to be
17 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
18 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
19 award); *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
20 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
21 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
22 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
23 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
24 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service
25 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.
26 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);
27 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
28 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.

1 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
2 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
3 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
4 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
5 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
6 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
7 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
8 2011)(awarding \$10,000 service award together with additional compensation for their general
9 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court
10 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.
11 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);
12 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
13 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
14 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000
15 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los
16 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*
17 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,
18 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa
19 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
20 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
21 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
22 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
23 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
24 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
25 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*
26 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
27 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange
28 County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*

1 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,
2 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior
3 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
4 *Inductrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug.
5 1, 2018) (awarding \$10,000 service award).

6
7 Additional Issues From the CMO:

8 36. **CMO ¶ G(3)(a)(vii) - Other Actions.** I am unaware of any class, representative or
9 other collective action in any other Court or jurisdiction which asserts similar claims to the claims
10 resolved by this settlement. I have inquired of the attorneys in my firm, and they are also no aware
11 of any other proceeding. I have also searched the LWDA database for PAGA actions, and the
12 search revealed no other actions. Defendant will be providing a declaration as to any related actions
13 as well.

14
15 37. **CMO ¶G(3)(d)(i) - Settlement Administration** - After seeking bids from two
16 qualified administrators, the estimate from ILYM Group is was selected, as it was the lowest and
17 provided for an estimate of \$22,850 to perform the settlement administration for a Class of up
18 1,400, with any difference between the actual expenses and the budget of \$25,000 to be retained in
19 the Net Settlement Amount for distribution to the Class. I have used ILYM Group successfully as
20 the administrator in more than twenty class settlements in the last few years and know them to be
21 competent and experienced. My firm has no relationship or connection with ILYM Group, and thus
22 no conflict of interest exists. Attached hereto as Exhibit #3 is a true and correct copy of the
23 Declaration of Lisa Mullins from ILYM Group which establishes its experience and security
24 procedures, and also attaches the estimate for administration.

25 a. **CMO ¶G(3)(d)(ii) - Declaration from CPT** - A declaration from ILYM is
26 attached hereto as Exhibit #3.

27 38. **Service on the LWDA:** At the same time as the filing and service of this declaration,
28 I am also serving the LWDA with the entire motion for preliminary approval which includes the

1 Class Action and PAGA Settlement Agreement. This service is verified by the accompanying proof
2 of service.

3 40. **CMO ¶G(3)(c)(iii) - Uncashed Checks and Cy Pres** - The Agreement provides for
4 uncashed check funds “to be sent to the to the California Controller's Unclaimed Property Fund in
5 the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
6 California Code of Civil Procedure Section 384, subd. (b).” (Agreement at ¶ 5.4.) This disposition
7 of uncashed check funds is a term of the Los Angeles Superior Court model form agreement, which
8 is why this procedure was used for this settlement. Moreover, this procedure provides a means for
9 the class member to recover their funds long after the 180 check cashing period as these funds are
10 held for years. The Controller provides a simple procedure at
11 https://www.sco.ca.gov/upd_msg.html for class members to claim their funds. This is the same
12 process that financial institutions use for unclaimed funds. We selected this process because it
13 results in all Class Members recovering their share, which is the intention of the settlement, as
14 opposed to a redistribution to just a portion of the Class.

15 41. **CMO ¶G(3)(e) - The Released Class Claims** - The release applicable to the Class
16 is appropriately tethered to allegations in the Action and the “Released Class Claims” are narrowly
17 defined as “all claims that were alleged, or reasonably could have been alleged, based on facts
18 stated in the Operative Complaint which occurred during the Class Period. Except as expressly set
19 forth in this Agreement, Participating Class Members do not release any other claims, including
20 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
21 Act, unemployment insurance, disability, social security, workers' compensation, or California class
22 claims based on facts occurring outside the Class Period.” (Agreement at ¶¶ 1.38 and 6.2.)

23 42. **CMO ¶G(3)(f) - G(3)(i) - Proposed Order** - The [Proposed] Preliminary Approval
24 Order complies with the instructions in sections H(3)(f), H(3)(g), H(3)(h), and H(3)(i). The
25 proposed date for the Final Approval Hearing in the proposed order is September 19, 2022 at 8:30
26 a.m.

27 43. **CMO ¶G(3)(j) - Tax Allocation** - The Individual Class Payments to Class
28 Members are to be allocated 10% for wages and 90% for non-wages, which includes statutory

1 penalties, expenses reimbursement and interest. (Agreement at ¶ 3.2(e)(i).) This allocation was
2 negotiated between the Parties and were based upon the relative values of the claims as measured
3 by the Parties respective views on the viability of such claims. Plaintiff believed that the claims for
4 missed rest breaks, because it assumed a violation in every shift, not only overstated the value of the
5 claim, but would be extremely difficult to establish on class wide basis. By contrast, Plaintiff
6 believed that the expense reimbursement and penalties claims were more easily established and
7 could reasonably result full recovery of the calculated value of the claims asserted. This resulted in
8 an agreement that the majority of the recovery be allocated to these non-wage recoveries, which
9 Plaintiff accepted in light of Plaintiff's experience that Class Members want a significant
10 percentage of their recovery to be reported on 1099 because of their preference for a recovery
11 without withholdings and other employee-side deductions. The Individual PAGA Payments are
12 allocated entirely to penalties. (Agreement at ¶ 3.2(d)(ii).)

13
14 I declare under penalty of perjury under the laws of the State of California that the foregoing
15 is true and correct. Executed this 12th day of April, 2023, at La Jolla, California.

16
17 By: /s/ Kyle Nordrehaug
18 Kyle Nordrehaug
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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Roxanne Pond (“Plaintiff”) and defendant Glen Ivy Hot Springs, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Roxanne Pond v. Glen Ivy Hot Springs, Inc.* Case No. CVRI2104986, initiated on November 1, 2021 and pending in Superior Court of the State of California, County of Riverside.
- 1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social

Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.

- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, if applicable in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice, Request for Exclusion Form and Objection Form, to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means November 1, 2017 through January 1, 2023.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of Riverside.
- 1.17. “Defendant” means Glen Ivy Hot Springs, Inc.
- 1.18. “Defense Counsel means Carol A. Gefis and Michelle L. Collender of Atkinson, Adelson, Loya, Ruud & Romo.
- 1.19. “Effective Date” means the date by when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following

occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

1.22. “Gross Settlement Amount” means One Million Five Hundred Thousand Dollars (\$1,500,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the

LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from July 9, 2020 through January 1, 2023.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s July 9, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties of \$30,000 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$7,500) and the 75% to LWDA (\$22,500) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Roxanne Pond, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint which occurred during the Class Period. Except as expressly set forth in this 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 California class claims based on facts occurring outside the Class Period.
- 1.39. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and

hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

- 1.40. "Released Parties" means: Defendant and Defendant's officers, directors, employees and agents.
- 1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

- 2.1. On November 1, 2021, Plaintiff filed a Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Riverside, asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA"), Case No. CVRI2104986 (hereinafter "PAGA Action").
- 2.2. On November 1, 2021, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of Riverside, Case No. CVRI2105059 (hereinafter "Class Action"). Plaintiff's Complaint asserted claims that Defendant:
- (a) Violated California Business and Professions Code § 17200 et seq.;
 - (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;
 - (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
 - (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (f) Failed to provide accurate itemized wage statements in violation of California

- Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203.
- 2.3. On May 25, 2022, the Parties Stipulated to Consolidate the Class Action with the first-filed and lower case numbered PAGA Action as the lead case.
- 2.4. On June 3, 2022, the Court issued an Order consolidating for all purposes the PAGA Action and the Class Action and ordered the first-filed and lower case numbered PAGA Action as the lead case. On November 1, 2022, the Parties participated in an all-day mediation presided over by Hon. Carl West (Ret.), a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.5. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.6. On December 28, 2023, the Parties Stipulated to allow Plaintiff to file a First Amended Class and Representative Action Complaint.
- 2.7. On January 10, 2023, Plaintiff filed a First Amended Class and Representative Action Complaint in the PAGA Action. The First Amended Class and Representative Action Complaint is the operative complaint in the Action (the "Operative Complaint").
- 2.8. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.9. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay one-million five-hundred thousand dollars (\$1,500,000.00) and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than ten-thousand dollars (\$10,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be five-hundred thousand dollars (\$500,000.00), and a Class Counsel Litigation Expenses Payment of not more than seventeen thousand dollars (\$17,000.00). Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS

1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$25,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$25,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of thirty-thousand dollars (\$30,000.00) to be paid from the Gross Settlement Amount, with 75% (\$22,500) allocated to the LWDA PAGA Payment and 25% (\$7,500) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual

Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class, as of September 29, 2022, consists of approximately 1,270 Class Members who collectively worked a total of 70,000 Workweeks, and 704 Aggrieved Employees who worked a total of 12,140 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class

Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).]
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, and the LWDA will release claims against all Released Parties as follows:
 - 6.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could

have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

(a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

6.2. Release by Participating Class Members. 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 the Released Class Claims.

6.3. Release of PAGA Claims. Plaintiff and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

7.1. Defendant's Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii)

a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator’s duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that

are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, if applicable substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. The Exclusion Form shall be included in the Notice Packet in the form attached hereto as Exhibit A.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed). The Objection Form shall be included in the Notice Packet in the form attached hereto as Exhibit A.
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (d) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or

requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- (e) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the Class size and Workweeks as set forth in paragraph 4.1 above. If the actual number of Workweeks in the Class Period increases by more than 10% as of January 1, 2023, Defendant shall have the option of increasing the amount of the Gross Settlement Amount by the percentage increase above 10% or shortening the class period to a date that will insure no more than 77,000 Workweeks.

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents

in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be

construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Carol A. Gefis
Michele L. Collender
Atkinson, Adelson, Loya, Ruud & Romo
20 Pacifica, Suite 1100
Irvine, California 92618-3371
Tel.: (949) 453-4260
Fax: 949-453-4262
E-Mail: cgefis@aalrr.com
michele.collender@aalrr.com

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on November 1, 2022 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

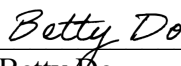
The Parties and their counsel hereby execute this Agreement.

Dated: Mar 27, 2023


roxanne.pond (Mar 27, 2023 13:28 PDT)

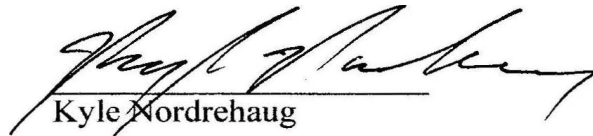
Plaintiff Roxanne Pond

Dated: April 5, 2023



Betty Do
For Defendant Glen Ivy Hot Springs, Inc.

Dated: 3/27/23

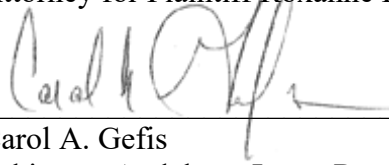


Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP

Attorney for Plaintiff Roxanne Pond

Dated: 4/5/23



Carol A. Gefis

Atkinson, Andelson, Loya, Ruud & Romo

Attorney for Defendant Glen Ivy Hot Springs, Inc.

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL; REQUEST FOR EXCLUSION FORM; OBJECTION FORM]

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

Pond v. Glen Ivy Hot Springs, Superior Court of the
State of California, County of Riverside, Case No. CVRI2104986

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS CLASS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement. Instructions are set forth in Section 7 below.
Object	Write to the Administrator about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.
Final Approval Hearing	The Court will hold a Final Approval Hearing at _____ on _____, 2023 at the Riverside County Superior Court, located at 4050 Main Street, Riverside, California, in Department 10 before Judge Harold Hopp. The hearing may be rescheduled by the Court without further notice to you.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the settlement you must take action by certain deadlines. If you want the Settlement as proposed, you don't need to do anything to obtain your share of the Settlement. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class and PAGA action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Riverside (the "Court") has been reached between Plaintiff Roxanne Pond ("Plaintiff") and Defendant Glen Ivy Hot Springs, Inc. ("Defendant") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (“Class Members” or “Class”).

The “Class Period” is November 1, 2017 through January 1, 2023.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is the lawsuit about?

On November 1, 2021, Plaintiff filed a Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Riverside, Case No. CVRI2104986 (“PAGA Action”). The PAGA Action asserted a single cause of action seeking civil penalties for the violation of the Private Attorney General Act, California Labor Code section 2698 (“PAGA”).

On November 1, 2021, Plaintiff initiated a class action against Defendant, entitled *Roxanne Pond v. Glen Ivy Hot Springs, Inc.* Riverside Superior Court, Case No. CVRI2105059 (“Class Action”). The Class Action asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal period, failure to provide rest periods, failure to provide expense reimbursement, failure to provide accurate itemized wage statements, and failure to pay wages timely at termination.

On June 3, 2022, the Court issued an Order consolidating for all purposes the PAGA Action and the Class Action and ordered the first-filed and lower case numbered PAGA Action (Case No. CVRI2104986) as the lead case. On January 10, 2023, Plaintiff filed a First Amended Class and Representative Action Complaint which combined both the class claims and the PAGA claims against Defendant into a single action. The First Amended Class and Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint”).

Defendant denies and disputes all such claims. Specifically, Defendant contends Plaintiff and the Class Members were properly compensated for all wages under California law; Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; Defendant did not fail to provide required reimbursement of expenses; Defendant did not fail to timely pay Plaintiff or any Class Members any wages allegedly due at the time of their termination; Defendant complied with California wage statement requirements; Defendant did not engage in unlawful or unfair business practices; Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and the Action cannot be maintained as a class action or a PAGA action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>> and determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final approval hearing. The Court also preliminarily approved

the Plaintiff to serve as the Class Representatives, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, the Administration Expenses Payment, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties for civil penalties. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant.

Within thirty (30) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. The “Effective Date” means the date the Judgment is entered by the Court, or if there are objections or any appeal of the Judgment, the date when any appeal of the Judgment has been resolved (i.e. when the Judgment is no longer subject to appeal). Fourteen (14) days after the settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Participating Class Members:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$25,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement funds and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$500,000, and an additional amount to reimburse actual litigation costs incurred by Class Counsel not to exceed \$17,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class and Aggrieved Employees on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to the Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Penalties. A PAGA Penalties payment of \$30,000 to resolve the claim for civil penalties under PAGA, \$22,500 of which will be paid to the State of California’s Labor and Workforce Development Agency. The remaining \$7,500 will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period, which is July 9, 2020 through January 1, 2023. “Aggrieved Employees” are all individuals who were employed by Defendant in California and classified as a non-

exempt employee at any time during the PAGA Period. All Aggrieved Employees will be sent their Individual PAGA Payment and be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the class portion of the Settlement.

Calculation of Individual Class Payments to Class Members. After all of the payments of the court-approved Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Individual Class Payments to Participating Class Members (meaning those Class Members who do not opt out or exclude themselves from the Class). The Net Settlement Amount is estimated to be \$ _____. The Settlement Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant’s records, however, Class Members may challenge the number of Workweeks as explained below. A Class Member who worked only one Workweek is estimated to recover approximately \$13.11 for that single Workweek, minus applicable withholdings and deductions. A Class Member who worked every Workweek during the Class Period (270 weeks) could recover \$3,539.70, minus applicable withholdings and deductions. The average Individual Class Payment is estimated to be \$722. These amounts are subject to change, however, depending on the number of Class Members and Workweeks involved, among other factors. Your estimated Individual Class Payment is set forth in Section 5 below.

Calculation of Individual PAGA Payments to Aggrieved Employees: The Individual PAGA Payment for each Aggrieved Employee will be calculated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$7,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The number of PAGA Pay Periods will be based on Defendant’s records, however, Aggrieved Employees have the right to challenge the number of PAGA Pay Periods worked as explained below. Your estimated Individual PAGA Payment is set forth in Section 5 below. You will receive your Individual PAGA Payment (if any) even if you opt out or exclude yourself from the Class.

Tax Matters. Ten percent (10%) of each Individual Class Payment is in settlement of wage claims which are subject to wage withholdings and will be reported on IRS Form W-2. Ninety percent (90%) of each Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties, which are not subject to wage withholdings and will be reported on IRS Form 1099. Your Individual PAGA Payment (if any) is also not subject to wage withholdings and will be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members and Aggrieved Employees. Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. Your tax issues are

unique to you, and you may want to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, 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 the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint which occurred during the Class Period. Except as expressly set forth in this 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 California class claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in the Actions will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, Plaintiff and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and Defendant’s officers, directors, employees and agents.

5. How much will my payment be?

Your Individual Class Payment: Defendant’s records reflect that you have <<____>> Workweeks during the Class Period (November 1, 2017 through January 1, 2023). **Based on this information, your estimated Individual Class Payment is <<____>>**, minus applicable withholdings and deductions.

Your Individual PAGA Payment: Defendant's records reflect that you have <<____>> PAGA Pay Periods during the PAGA Period (June 18, 2019 through September 1, 2021). **Based on this information, your estimated Individual PAGA Payment is <<____>>.**

Your Individual Class Payment and Individual PAGA Payments may be paid together in a single check, at the discretion of the Administrator.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Notice or 74 days in the event of a re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your share of the Settlement will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: _____ (800) _____.

The Court will hold a Final Approval Hearing on _____ at _____ to decide whether to approve the Settlement. Please note the hearing could be rescheduled by the Court without further notice to you. If the Court approves the Settlement and there are no objections or appeals, the settlement payments will be mailed approximately two months after this hearing. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

Your settlement check must be cashed within 180 days after it is mailed. If your check is lost or misplaced, you should contact the Administrator immediately by phone to request a replacement ((800) _____). For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class or "opt out." **If you opt out, you will NOT receive your Individual Class Payment and you will not be bound by the release of Released Class Claims.** However, Aggrieved Employees who opt out of the Class will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims, regardless of their request for exclusion from the Class.

To opt out of the Class, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Notice or 74 days in the event of a re-mailing]. You may also fax your request to opt out to _____ or email the dispute to _____.

_____ by no later than the Response Deadline. A Request for Exclusion form is included with this Notice. The Request for Exclusion should state in substance: “I wish to be excluded from the Class in the *Pond v. Glen Ivy Hot Springs* lawsuit.” The Request for Exclusion must state the Class Member’s full name, address, telephone number, last four digits of social security number for verification purposes, the approximate dates of employment in California by Defendant, and the name and number of the case, which is *Pond v. Glen Ivy Hot Springs*, Case No. CVRI2104986. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Absent good cause found by the Court, written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don’t agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys’ fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should include the Class Member’s name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Pond v. Glen Ivy Hot Springs*, in the Superior Court of the State of California, County of Riverside, Case No. CVRI2104986. An Objection form is included with this Class Notice.

All written objections must be mailed to the Administrator at _____ no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Notice or 74 days in the event of a re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing on _____ at _____ to make an oral objection without submitting a written objection. At this time, all hearings will be held remotely. The hearing may also be rescheduled by the Court without further notice to you. If you need assistance, you may contact Class Counsel. Please check the Court’s tentative ruling website for current information concerning appearances and how to attend Court proceedings remotely:
<https://www.riverside.courts.ca.gov/OnlineServices/TentativeRulings/tentative-rulings.php>.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The addresses for Parties’ counsel are as follows:

Class Counsel:

Norman Blumenthal
 Kyle Nordrehaug
 Blumenthal Nordrehaug Bhowmik De Blouw LLP
 2255 Calle Clara
 La Jolla, CA 92037
 Tel: 858-551-1223 / Fax: 858-551-1232
 Email: kyle@bamlawca.com
 Website: www.bamlawca.com

Counsel for Defendant:

Carol A. Gefis
 Michele L. Collender
 Atkinson, Adelson, Loya, Ruud & Romo
 20 Pacifica, Suite 1100
 Irvine, California 92618-3371

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, in Department 10 of the Superior Court of California, County of Riverside, located at 4050 Main Street, Riverside, CA 92501, before Judge Harold W. Hopp. While the Court determined at preliminary approval that there is sufficient evidence to suggest the proposed settlement is fair, adequate, and reasonable, the Court will make a final determination on these issues at the Final Approval Hearing. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to approve the amount of attorneys' fees, costs and service awards to be awarded. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?
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You may call the Administrator at _____ or write *Pond v. Glen Ivy Hot Springs* Administrator, c/o _____; or contact Class Counsel.

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Pond v. Glen Ivy Hot Springs*. You may also get more details by examining the Court's file via the Public Access site for the California Superior Court for the County of Riverside (<https://ecomml1.riverside.courts.ca.gov/>) and entering the Case No. CVRI2104986. The Settlement Agreement can be found in the Court file as Exhibit #1 to the Second Supplemental Declaration of Kyle Nordrehaug, filed on _____, 2023.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

REQUEST FOR EXCLUSION FORM

Pond v. Glen Ivy Hot Springs, Case No. CVRI2104986
California Superior Court for the County of Riverside

To exclude yourself or “opt out” from the Class, complete, sign, and date this form, and then mail it on or before -----, 2023 to the Administrator at the following address:

ILYM GROUP _____ _____, _____

INSTRUCTIONS

A. Only complete and return this form if you do **NOT** want to be included in the class action portion of the Settlement. You will **NOT** receive an Individual Class Payment Share if you return this form and you will not be bound by the release of Released Class Claims, as described in the settlement notice. However, Aggrieved Employees who opt-out of the Class will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of their request for exclusion.

B. To exclude yourself or “opt out”, complete, sign, date and return this form. To be effective, this form should be filled out completely and postmarked on or before -----, 2023.

C. You are responsible for maintaining a copy of the fully completed form and proof of mailing.

I want to OPT-OUT of the Class in the lawsuit entitled *Pond v. Glen Ivy Hot Springs*, Superior Court of the State of California, County of Riverside, Case No. CVRI2104986. I understand that by requesting to be excluded from the Class, I will not receive an Individual Class Payment, as described in the accompanying Class Notice.

Name: _____

Address: _____

Telephone Number: _____

Last 4 Digits of SSN: _____

Dates of Employment with Defendant Glen Ivy Hot Springs:

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

(Sign your name here)

Date

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

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]

OBJECTION FORM

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Harold W. Hopp
Dept.: 10

OBJECTION FORM

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT. TO OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR (ILYM GROUP) AT THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE _____.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection.

[] I OBJECT to the *Pond v. Glen Ivy Hot Springs* Settlement for the following reasons:

[Form continues on reverse side]

(Your Signature)

(Date)

(Print Your Name)

(Your Address)

(Print Last Four Digits of Social Security Number)

(City/State/Zip Code)

Submit your fully completed and signed Objection Form as follows:

MAIL TO THE ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NOT LATER THAN
_____, 2023:

Pond v. Glen Ivy Hot Springs Administrator
c/o ILYM Group



EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

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]

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge: Hon. Harold W. Hopp
Dept.: 10

Action Filed:
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter came on for a noticed motion hearing before the Honorable Harold Hopp of
2 the Superior Court of the State of California, in and for the County Riverside, on _____,
3 for the motion by Plaintiff Roxanne Pond (“Plaintiff”) for preliminary approval of the Class and
4 PAGA Settlement with Defendant Glen Ivy Hot Springs, Inc. (“Defendant”). The Court, having
5 considered the briefs, argument of counsel and all matters presented to the Court and good cause
6 appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action and
7 PAGA Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement
10 Agreement (“Agreement”) submitted as Exhibit #1 to Declaration of Kyle Nordrehaug in Support
11 of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement. This is
12 based on the Court’s determination that the Settlement set forth in the Agreement is within the
13 range of possible final approval, pursuant to the provisions of Section 382 of the California Code
14 of Civil Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all
16 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. The Gross Settlement Amount is One Million Five Hundred Thousand Dollars
18 (\$1,500,000.00). It appears to the Court on a preliminary basis that the settlement amount and
19 terms are fair, adequate and reasonable as to all potential Class Members, when balanced against
20 the probable outcome of further litigation and the significant risks relating to certification, liability
21 and damages issues. It further appears that investigation and research have been conducted such
22 that counsel for the Parties are able to reasonably evaluate their respective positions and that
23 settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the
24 delay and risks that would be presented by the further prosecution of the Action. The Settlement
25 appears to have been reached as the result of serious and non-collusive, arms-length negotiations.
26 The Court therefore preliminarily finds that the Settlement is fair, adequate, and reasonable when
27

1 balanced against the probable outcome of further litigation and the significant risks relating to
2 certification, liability, and damages issues.

3 4. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$17,000, and
5 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
6 \$10,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
7 any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence
8 supporting these requests, including lodestar, prior to final approval.

9 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
10 certification of a class for settlement purposes only. This stipulation will not be deemed
11 admissible in this or any other proceeding should this Settlement not become final. For settlement
12 purposes only, the Court conditionally certifies the following Class: "all individuals who are or
13 previously were employed by Defendant in California and classified as a non-exempt employee at
14 any time during the Class Period." The Class Period is November 1, 2017 through January 1,
15 2023.

16 6. The Court concludes that, for settlement purposes only, the Class meets the
17 requirements for certification under section 382 of the California Code of Civil Procedure in that:
18 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
20 community of interest amongst the members of the Class with respect to the subject matter of the
21 litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d)
22 the Plaintiff can fairly and adequately protect the interests of the members of the Class; (e) a class
23 action is superior to other available methods for the efficient resolution of this controversy; and (f)
24 counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate
25 representative of the Class.

26 7. The Court provisionally appoints Plaintiff as the representative of the Class. The
27 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik

1 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel.

2 8. The Court hereby approves, as to form and content, the Court Approved Notice of
3 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) along with
4 the Objection Form and Request for Exclusion Form, submitted as Exhibit A to the Agreement,
5 and attached to this Order as Exhibit #1. The Court finds that the Class Notice appears to fully
6 and accurately inform the Class Members of all material elements of the proposed Settlement, of
7 the Class Members’ right to be excluded from the Class by submitting a written opt-out request,
8 and of each member’s right and opportunity to object to the Settlement. The Court further finds
9 that the distribution of the Class Notice substantially in the manner and form set forth in the
10 Agreement and this Order meets the requirements of due process, is the best notice practicable
11 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
12 thereto. The Court orders the mailing of the Class Notice Packet by first class mail pursuant to the
13 terms set forth in the Agreement. If a Class Notice Packet is returned because of an incorrect
14 address, the Administrator will promptly search for a more current address and re-mail the Notice
15 Packet no later than fourteen days after the receipt of the undelivered Class Notice Packet. The
16 Administrator shall provide a declaration detailing the notice process and authenticating a copy of
17 every exclusion form received by the Administrator. Class Counsel shall file this declaration of
18 the Administrator concurrently with the filing of any motion for final approval.

19 9. The Court hereby appoints ILYM Group as Administrator. No later than fifteen
20 (15) calendar days after preliminary approval of the Settlement by the Court, Defendant shall
21 provide to the Administrator an electronic spreadsheet with the Class Data. The Administrator
22 will perform address updates and verifications as necessary prior to the mailing of the Class
23 Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days after
24 receiving the Class information spreadsheet, the Administrator will mail the Class Notice to all
25 Class Members via first-class U.S. Mail.

26 10. The Court hereby preliminarily approves the proposed procedure for exclusion
27 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
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1 from the Class as provided in the Class Notice by following the instructions for requesting
2 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
3 postmarked by no later than the Response Deadline, which is sixty (60) calendar days after the
4 date of the mailing of the Class Notice Packet. If the Notice Packet is re-mailed, the Response
5 Deadline will be extended an additional 14 days. Any such person who chooses to opt out of and
6 be excluded from the Class will not be entitled to any recovery under the Settlement and will not
7 be bound by the Settlement or have any right to object, appeal or comment thereon. Class
8 Members who have not requested exclusion shall be bound by all determinations of the Court, the
9 Agreement and the Judgment. A request for exclusion may only opt out that particular individual,
10 and any attempt to effect an opt out of a group, class, or subclass of individuals is not permitted
11 and will be deemed invalid.

12 11. Any Class Member who has not opted out may appear at the final approval hearing
13 and may object or express the Member's views regarding the Settlement, and may present
14 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
15 and determined by the Court as provided in the Notice. Class Members will have until the
16 Response Deadline to submit their written objections to the Administrator in accordance with the
17 instructions in the Class Notice. If the Class Notice Packet is re-mailed, the Response Deadline
18 for written objections will be extended an additional 14 days. Alternatively, Class Members may
19 appear at the Final Approval Hearing to make an oral objection.

20 12. A Final Approval Hearing shall be held before this Court on _____ at
21 _____ a.m. in Department 10 at the Riverside Historic Courthouse of the Riverside County
22 Superior Court located at 4050 Main Street, Riverside, California, to determine all necessary
23 matters concerning the Settlement, including: whether the proposed settlement of the Action on
24 the terms and conditions provided for in the Agreement is fair, adequate and reasonable and
25 should be finally approved by the Court; whether the Final Approval Order and Judgment should
26 be entered herein; whether the plan of allocation contained in the Agreement should be approved
27 as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and
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1 costs, the service award, and the expenses of the Administrator. All papers in support of the
2 motion for final approval and the motion for attorneys' fees, costs and service awards shall be
3 filed with the Court and served on all counsel no later than sixteen (16) court days before the Final
4 Approval Hearing and both motions shall be heard at the Final Approval Hearing. Class Counsel
5 shall provide service of these motions on any objecting party and notice to any objecting party of
6 any continuance of the hearing on the motion for final approval.

7 13. Neither the Settlement nor any exhibit, document, or instrument delivered
8 thereunder shall be construed as a concession or admission by Defendant in any way that the
9 claims asserted have any merit or that this Action was properly brought as a class or representative
10 action, and shall not be used as evidence of, or used against Defendant as, an admission or
11 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
12 omission by Defendant or with respect to the truth of any allegation asserted by any person.
13 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
14 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
15 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
16 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
17 evidence of a presumption, concession, indication or admission by Defendant of any liability,
18 fault, wrongdoing, omission, concession or damage.

19 14. In the event the Settlement does not become effective in accordance with the terms
20 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
21 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
22 and the Parties shall revert to their respective positions as of before entering into the Agreement,
23 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
24 including all available defenses and affirmative defenses, and arguments that any claim in the
25 Action could not be certified as a class action and/or managed as a representative action. In such
26 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
27

1 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
2 the Agreement with respect to the effect of the Agreement if it is not approved.

3 15. The Court reserves the right to adjourn or continue the date of the final approval
4 hearing and all dates provided for in the Agreement without further notice to Class Members, and
5 retains jurisdiction to consider all further applications arising out of or connected with the
6 proposed Settlement.

7 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
8 further orders of the Court at the Final Approval Hearing.

9 **IT IS SO ORDERED.**

10
11 Dated: _____

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

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

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]

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Harold W. Hopp
Dept.: 10

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 _____ before the Honorable Harold Hopp.

5
6 **I.**

7 **FINDINGS**

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

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

23 **Preliminary Approval of the Settlement**

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

27 **Notice to the Class**

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

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

21 **Fairness Of Settlement**

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

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

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

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

5 d. The percentage of objectors and requests for exclusion is small. ____
6 objections were received. _____ requests for exclusion were received.

7 e. The participation rate was high. _____ Class Members will be mailed a
8 settlement payment, representing ____% of the overall Class.

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

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

16 **Attorneys' Fees and Costs**

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

22 **Class Representative Service Payment**

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

3 **Administration Expenses Payment**

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

11 **PAGA Penalties**

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

21
22 **II.**

23 **ORDERS**

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

25 1. 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 2. 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. [INSERT
3 REFERENCE TO IDENTIFY ANY OPT OUTS].
4

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

7 4. Class Counsel are awarded attorneys' fees in the amount of \$_____ and
8 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
9 compensation or reimbursement from Defendant, Plaintiff or members of the Class.

10 5. The payment of the Class Representative Service Payment in the amount of \$
11 _____ to the Plaintiff is approved.

12 6. The payment of \$_____ to the Administrator for their fees and expenses
13 is approved.

14 7. The PAGA Penalties payment of \$30,000 is approved and shall be allocated in
15 accordance with the Agreement.

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

3 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
4 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
5 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
6 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
7 to individual Class Members.

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

15
16 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

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

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

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

25 4. As Effective on the date when Defendant fully funds the entire Gross Settlement
26 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
27 Payments, all Participating Class Members, on behalf of themselves and their respective former
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1 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
2 release Released Parties from the Released Class Claims. The “Released Class Claims” are all
3 claims that were alleged, or reasonably could have been alleged, based on facts stated in the
4 Operative Complaint which occurred during the Class Period. Except as expressly set forth in this
5 Agreement, Participating Class Members do not release any other claims, including claims for
6 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
7 unemployment insurance, disability, social security, workers’ compensation, or California class
8 claims based on facts occurring outside the Class Period.

9 5. Effective on the date when Defendant fully funds the entire Gross Settlement
10 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
11 Payments, Plaintiff and the LWDA are deemed to release, on behalf of themselves and their
12 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
13 and assigns, the Released Parties from all of the Released PAGA Claims. The “Released PAGA
14 Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been
15 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which
16 occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA
17 claims, underlying wage and hour claims, claims for wrongful termination, discrimination,
18 unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA
19 Period.

20 6. As used herein, the “Released Parties” are: Defendant and Defendant’s officers,
21 directors, employees and agents.

22 7. Effective on the date when Defendant fully funds the entire Gross Settlement
23 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
24 Payments, Plaintiff and his or her respective former and present spouses, representatives, agents,
25 attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released
26 Parties from all claims, transactions, or occurrences that occurred during the Class Period as set
27 forth fully in the Agreement (“Plaintiff’s Release”).
28

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

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3 Dated: _____

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

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FINAL APPROVAL ORDER AND JUDGMENT

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FIRM RESUME

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ATTORNEY BIOGRAPHIES

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Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

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Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

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Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

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Admitted: 2011, California; 2016 Arizona

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Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No. 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-

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Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd’s 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

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10 Attorney for Plaintiffs

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF RIVERSIDE**

13
14 ROXANNE POND, an individual, on behalf
15 of herself and on behalf of all persons
16 similarly situated, and on behalf of the State of
California as a private attorney general,

17 Plaintiffs,

18 v.

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

21 Defendants.

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

**DECLARATION OF LISA MULLINS ON
BEHALF OF ILYM GROUP, INC. IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT
AGREEMENT**

Hearing Date: May 9, 2023

Hearing Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp

Dept.: 10

Action Filed: November 1, 2021

Trial Date: Not set

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27 **DECLARATION OF LISA MULLINS ON BEHALF OF ILYM GROUP, INC. IN SUPPORT OF**
28 **PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION**
SETTLEMENT AGREEMENT

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I am a resident of the United States of America and am over the age of 21. I am the President at ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action services provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

ILYM Group has never had any financial interests in nor affiliation with the parties or counsel in the *Pond v. Glen Ivy Hot Springs* matter.

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Upon appointment, ILYM Group will provide a mailing address and toll-free telephone number to receive correspondence and inquiries from class members. After receiving the class data file from Defendant, that should contain the class members' names, last known addresses, and social security numbers, ILYM Group will upload the data into our database and check for duplicates and other possible discrepancies.

As part of the preparation for mailing the class notice, ILYM Group will process class members' names and addresses against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for the purpose of updating and confirming the mailing addresses of the class members before mailing of the class notice and opt-in form. To the extent an updated address is found in the NCOA database, ILYM Group will use the updated address for mailing the class notice. If ILYM Group does not locate an updated address in the NCOA database, it will use the original address provided by Defendant for mailing the class notice.

Should any class notices be returned to ILYM Group's office as undeliverable, ILYM Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts and will promptly re-mail the class notice.

Prior to sending out the notice in English and Spanish, ILYM Group will fill in the specific date for the deadline so that all class members will be apprised of exactly when all applicable forms will be due, depending on the deadlines set by the Court, i.e., 60-day Notice period to opt-out, dispute or file an objection. At the expiration of the deadline, ILYM Group will inform all parties as to the number and name of those individuals who filed a timely opt-out, dispute or objection.

ILYM Group's Disbursement Process will include but not limited to; (a) applying for case EIN; (b) establishing Qualified Settlement Fund (["QSF"] Escrow Account), with administering tasks including but limited to overview and reconciliation of account; (c) calculating the individual settlement amounts; (d) preparing, administrating and distributing settlement award

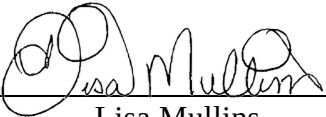
DECLARATION OF LISA MULLINS ON BEHALF OF ILYM GROUP, INC. IN SUPPORT OF
PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT AGREEMENT

1 checks to the Participating Class Members, including necessary tax forms (W2 and/or 1099); (e)
2 calculating and withholding all applicable state and federal taxes; and (f) performing other such
3 duties as the Parties and/or the Courts direct. The above services are included in ILYM Group's
4 initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's quote for
5 this matter.

6 ILYM Group's fees are charged: hourly, fixed & per person. No additional charges will be
7 incurred unless the class size increases, or additional services are requested. ILYM Group's fees
8 associated with the administration of this settlement is: **\$22,850.00**.

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

11 Executed this 12th day of April 2023, at Tustin, California.

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Lisa Mullins

DECLARATION OF LISA MULLINS ON BEHALF OF ILYM GROUP, INC. IN SUPPORT OF
PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT AGREEMENT

EXHIBIT “A”

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- Securities
- Antitrust
- TCPA

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.
All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID’s to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management:*** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- ***Check Printing and Mailing:*** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- ***Preparation, Filing and Reporting of Taxes:*** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report:*** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- ***Project Manager Final Report:*** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- ***Affidavits:*** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- ***Document Retention:*** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM GROUP Security Summary – White Paper

ILYM Group, in conjunction with our security and Information technology vendors, is committed to the continued security of all data handled on behalf of our client base. We at ILYM ensure that this data security is enforced in a number of ways including, but not limited to, clean desk policies, security training, and implementation of industry best practices that allow our data to be compliant with relevant industry standard security compliance levels. These enforced practices and policies allow us to ensure, to the best of our ability, that all ILYM and client data is protected as best as possible from unauthorized access, is kept secure and private, and is accessible only by authorized parties if/when needed or appropriate purposes. We at ILYM, our security vendors, and our Information Technology vendors all also undergo continued training to ensure that all best practices in compliance are kept as up to date as possible for continued data security.

ILYM also ensures client access data is only used when needed and that client data is only accessed/available to be accessed by those that need to and are trained to do so. Also, access to class member data is limited per role to what information is needed to perform said role so that class member info, and subsets of class member info, is not available unless it is explicitly needed, employee, vendors, and contractors alike. ILYM also ensures client data security by thoroughly vetting employees, vendors, and contractors before employment by way of checking references, industry experience, and, for those eligible for employment, doing background checks. Any employee, vendor, or contractor that does not meet proper requirements will not be eligible to work with ILYM Group.

ILYM follows the below best practices to ensure that all ILYM/Client data is properly secured:

- All data transmitted to/from clients encrypted with SSL or comparable encryption scheme
- All email communications protected via email encryption using SSL or comparable encryption scheme
- Data Loss Prevention, intrusion prevention, and user risk management facilities used to safeguard data leakage and/or unauthorized access to cloud or local data.
- Access to client/class member data, and subsets of client data, in cloud and locally is controlled by Role based access
- Strong passwords are in use for cloud, local, and VPN access
- 2fa is in use for all users for Cloud access and for cloud/local/VPN access for needed employees
- All devices used to store Client/Class member data are encrypted and/or have physical security in place to prevent data from being removed
- Office employs physical security to safeguard assets/data
- Identity and access management in place
- Discipline policy in place for violating of security/clean desk policies
- Terminated employees, vendors, or contractors access immediately severed on departure
- Antivirus, persistent threat monitoring, IPS/IDS, layer 7 firewalling, GeoBlocking, etc.. in use to protect all devices local and external
- All software and hardware (drivers, etc...) updated on proper schedule as per vendors requirements. OOB patches handled with automation
- Business continuity and Disaster recovery plans written

EXHIBIT “C”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Glen Ivy (rev.)

Requesting Attorneys Name:	Kyle Nordrehaug
E-Mail:	kyle@bamlawca.com
ILYM Contact:	ILYM Group
E-Mail:	Lisa@ilymgroup.com
Contact Number:	714.878.8836

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	1,400
NCOA	Yes
Certified Spanish Translation	Yes
Case Duration (Year(s))	2

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	4	\$600.00
Programming of Class Database	Hourly	\$175.00	4	\$700.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$1,300.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	7	\$840.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s) via Mail, E-Mail & Fax	Hourly	\$70.00	3	\$210.00
Report Processing	Hourly	\$70.00	5	\$350.00
NCOA	Flat Rate	\$125.00	1	\$125.00
Toll Free Customer Service Representative	Flat Fee	\$195.00	1	\$195.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$3,040.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
NOTIFICATION/MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$1.50	1,400	\$2,100.00
USPS First Class Postage	Per Piece	\$0.57	1,400	\$798.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	280	\$560.00
Storage, Photocopies, Deliveries	Flat Fee	\$282.70	1	\$282.70

Subtotal \$3,740.70

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	6	\$900.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	6	\$750.00
Check, Stub & Release - Print & Mail (W-2 and/or 1099)	Per Check	\$1.50	1,400	\$2,100.00
USPS First Class Postage	Per Piece	\$0.57	1,400	\$798.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$2.00	140	\$280.00
Redistribution Check, Stub & Release - Print & Mail (W-2 and/or 1099)	Per Check	\$1.50	1,190	\$1,785.00
Redistribution USPS First Class Postage	Per Piece	\$0.57	1,190	\$678.30
Redistribution Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$2.00	119	\$238.00
Reminder Postcard, Includes Postage	Per Piece	\$1.00	490	\$490.00
Reminder Notice via Email and Social Media	Flat Fee	\$250.00	1	\$250.00
Preparation of Taxes	Hourly	\$120.00	14	\$1,680.00
Annual Filing of Tax Return	Per Year	\$1,500.00	2	\$3,000.00

**Additional Bank fees may apply*

Subtotal \$12,949.30

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	6	\$600.00
Project Manager Final Reporting	Hourly	\$120.00	6	\$720.00
Declaration	Hourly	\$125.00	4	\$500.00

Subtotal \$1,820.00

Not to Exceed: \$22,850.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.