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

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

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 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 May 9, 2023, for
3 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
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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 evidence
14 and file briefs or other papers that may be proper and relevant to the issues to be heard and
15 determined by the Court as provided in the Notice. Class Members will have until the Response
16 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 September 19, 2023 at
21 8:30 a.m. in Department 10 at the Riverside Historic Courthouse of the Riverside County Superior
22 Court located at 4050 Main Street, Riverside, California, to determine all necessary matters
23 concerning the Settlement, including: whether the proposed settlement of the Action on the terms
24 and conditions provided for in the Agreement is fair, adequate and reasonable and should be
25 finally approved by the Court; whether the Final Approval Order and Judgment should be entered
26 herein; whether the plan of allocation contained in the Agreement should be approved as fair,
27 adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs,

1 the service award, and the expenses of the Administrator. All papers in support of the motion for
2 final approval and the motion for attorneys' fees, costs and service awards shall be filed with the
3 Court and served on all counsel no later than sixteen (16) court days before the Final Approval
4 Hearing and both motions shall be heard at the Final Approval Hearing. Class Counsel shall
5 provide service of these motions on any objecting party and notice to any objecting party of any
6 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
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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

**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?
--

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


