

1 **LAW OFFICE OF SCOTT ERNEST WHEELER**

2 Scott Ernest Wheeler (SBN 187998)

3 250 West First Street, Suite 216

4 Claremont, California 91711-4790

5 Telephone: (909) 621-4988

6 Facsimile: (909) 621-4622

7 Email: sew@scottwheelerlawoffice.com

8 Attorneys for Plaintiff and the Putative Class

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

NOV 29 2022

E. Escobedo

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF RIVERSIDE**
12 **HISTORIC COURT HOUSE**

13 CINDI VAZQUEZ, individually, and on
14 behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 BLUE DESERT INTERNATIONAL, INC.,
18 a California corporation, doing business as
19 HYDROQUIP; and DOES 1 through 50,
inclusive,

20 Defendants.

Case No.: CVRI2103321

[Assigned for all purposes to the Honorable
Craig G. Riemer, Department 1]

**~~[PROPOSED]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

21
22
23
24
25
26
27
28
~~[PROPOSED]~~ ORDER GRANTING PRELIMINARY APPROVAL

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

17
18
19
20
21
22
23
24
25
26
27
28

19
20
21
22
23
24
25
26
27
28

21
22
23
24
25
26
27
28

22
23
24
25
26
27
28

23
24
25
26
27
28

28

27
28

28

1 4. The Court finds, for settlement purposes, that the Class meets the requirements for
2 certification under California Code of Civil Procedure § 382 in that: (1) the Class is so numerous
3 that joinder is impractical; (2) there are questions of law and fact that are common, or of general
4 interest, to the Class, which predominate over any individual issues; (3) Plaintiff's claims are typical
5 of the claims of the Class; (4) Plaintiff and Plaintiff's counsel will fairly and adequately protect the
6 interests of the Class; and (5) a class action is superior to other available methods for the fair and
7 efficient adjudication of the controversy.

8 5. The Court appoints, for settlement purposes, Plaintiff Cindi Vazquez as
9 Representative for the Class.

10 6. The Court appoints, for settlement purposes, the Law Office of Scott Ernest
11 Wheeler, as counsel for the Class.

12 7. The Parties are ordered to carry out the Settlement according to the terms of the
13 Settlement Agreement, Amended Settlement Agreement and Addendum.

14 8. The Court appoints ILYM Group, Inc. as the Settlement Administrator and is ordered
15 to carry out the administration of the settlement according to the terms of the Settlement Agreement,
16 Amended Settlement Agreement and Addendum.

17 9. The Class Action Settlement Notice (Exh. A) shall be accompanied by the
18 Exclusion Form (Exh. B) and shall instruct Class Members to submit Exh. B to the Settlement
19 Administrator, ILYM Group, Inc., and not this Court. The Settlement Administrator shall direct
20 copies of any Exclusion Forms to counsel for the Parties. In the event that any Exclusion Forms
21 are received from Class Members, the Settlement Administrator is ordered to file a declaration
22 concurrently with the filing of Plaintiff's Motion for Final Approval, authenticating a copy of
23 every exclusion form received.

24 10. The Class Action Settlement Notice (Exh. A) shall be accompanied by the
25 Objection Form (Exh. C) and shall instruct Class Members to submit Exh. C to the Settlement
26 Administrator, ILYM Group, Inc., and not this Court. The Settlement Administrator shall direct
27 copies of any Objection Forms to counsel for the Parties. In the event that any Objection Forms
28 are received from Class Members, the Settlement Administrator is ordered to file a declaration

1 concurrently with the filing of Plaintiff's Motion for Final Approval, authenticating a copy of
2 every Objection Form received.

3 11. ILYM Group, Inc., the Settlement Administrator, shall provide notice to any
4 objecting party of any continuance of the hearing of Plaintiff's Motion for Final Approval.

5 12. The Court orders the following implementation schedule:

6 Event	7 Date
8 Last day for Defendant to provide the Settlement Administrator with the Class Information	December 7, 2022
9 Last day for Settlement Administrator to mail Notice Packet	December 19, 2022 (Tenth day is a Saturday)
10 Last day for Class Members to submit a Request for Exclusion or Objection	February 2, 2023
11 Last Day to file Motion for Final Approval and Request for Attorneys' Fees and Costs	Per Code.
12 Final Approval Hearing	March 7, 2023

13
14
15 13. At the Final Approval Hearing, the Court will consider, *inter alia*, whether the
16 Settlement should be finally approved as fair, reasonable and adequate, whether a final judgment
17 should be entered, and whether the payments provided for under the Settlement, including attorneys'
18 fees and costs and a class representative service award, should be finally approved and granted.

19
20 14. Pending the Final Approval Hearing, all proceedings in this Action, other than
21 proceedings necessary to implement the Settlement and this Order, are stayed.

22 **IT IS SO ORDERED.**

23
24 DATED: November 26, 2022

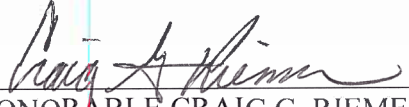
25 
26 HONORABLE CRAIG G. RIEMER
27 JUDGE OF THE SUPERIOR COURT
28

EXHIBIT A

CLASS NOTICE

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in the class action lawsuit entitled *Cindi Vazquez, and on behalf of all others similarly situated v. Blue Desert International, Inc., doing business as Hydroquip*, California Superior Court, County of Riverside, Case No. CVRI2103321 (the “Action”). The Court only determined 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.

You may be entitled to money from this Settlement. Blue Desert International, Inc., doing business as Hydroquip’s (“Defendant”) records show that you belong to the following “Class” of all current and former hourly paid who worked at Defendant at any time during the Class Period and therefore are “Class Members”. You may also qualify for a penalties payment pursuant to the Private Attorneys General Act (“PAGA”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

Your options are further explained in this Notice. To exclude yourself from, or object to the Settlement, you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you don’t need to do anything to obtain your share of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. You will also give up your rights to pursue a separate legal action against Defendant for the claims released under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded. However, if you do so, you will not receive any payment under the Settlement. If you exclude yourself from the Settlement, you will still receive your payment for penalties under PAGA, if you are eligible.
OBJECT	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you believe the Settlement is objectionable. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following Class:

All hourly employees who worked for Defendant in California at any time from July 9, 2017 through (INSERT PRELIMINARY APPROVAL DATE) (“Class Period”).

According to Defendant’s records, you are a member of the Class (a “Class Member”).

Also according to Defendant’s records, you were employed from May 5, 2020 to (INSERT PRELIMINARY APPROVAL DATE), and are therefore a PAGA Aggrieved Employee as well.

What is this case about?

In the Action, Cindi Vazquez ("Plaintiff") alleges on behalf of herself and the Class the following claims against Defendant: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 512 and Industrial Welfare Order 1-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7 and Industrial Welfare Order 1-2001, Section 12; (3) failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Order 1-2001, Section 3; (4) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (5) failure to provide accurate itemized wage statements in violation of Labor Code section 226 and Industrial Welfare Order 1-2001 Section 7; (6) ; failure to maintain required records in violation of Labor Code section 226 and Industrial Welfare Order 1-2001 Section 7; (7) violation of the California Unfair Competition Law in violation of Business and Professions Code Section 17200; and (8) and violation of the PAGA, Labor Code Sections 2698, 2699 and 2699.5.

Defendant denies any and all wrongdoing and maintains that it has complied with all laws alleged to have been violated in the First Amended Class Action Complaint ("Operative Complaint") filed by Plaintiff as part of this Settlement. Defendant notes that this Settlement was established specifically to avoid the cost of proceeding with litigation and does not constitute an admission of liability by Defendant. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses, however, the Court has granted preliminary approval of this Settlement.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys and a mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff and Class Counsel believe this Settlement is in the best interests of the Class.

Who are the attorneys in this Lawsuit?

Class Counsel

THE LAW OFFICE OF SCOTT ERNEST WHEELER
Scott Ernest Wheeler
250 West First Street, Ste. 216
Claremont, CA 91711
Telephone: (909) 621-4988

Defendant's Counsel

FISHER & PHILLIPS LLP
Nicole Golob
Areen Babajanian
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 402-9577

What will I receive under the Settlement?

Subject to final Court approval, Defendant will pay the total sum of \$340,000 (the "Gross Settlement Amount"). It is estimated that, subject to Court approval, after deducting the attorney's fees and costs, service awards to Plaintiff, payment to the California Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees for penalties pursuant to the PAGA, and settlement administration costs from Gross Settlement Amount, there will be a Net Settlement Amount of at least \$178,236.

From this Net Settlement Amount, Individual Settlement Payments will be paid to each Class Member who does not opt out of the Settlement Class ("Settlement Class Member"). The Net Settlement Amount shall be divided among all Settlement Class Members based on the ratio of the number of Compensable Workweeks worked by each Settlement Class Member to the total number of Workweeks worked by all Settlement Class Members, calculated based on Defendant's records.

According to Defendant's records, during the period of July 9, 2017 through (INSERT PRELIMINARY APPROVAL DATE), you worked ____ Compensable Workweeks in California, and therefore, your settlement payment as a Class Member is estimated to be \$ ____.

According to Defendant's records, during the period of May 5, 2022 through (INSERT PRELIMINARY APPROVAL DATE), you worked ____ PAGA Pay Periods in California, and therefore, your PAGA payment is estimated to be \$ ____.

Your settlement payments are only estimates. Your actual settlement payments may be higher or lower than estimated.

If you wish to dispute the number of Compensable Workweeks credited to you, you must submit a written dispute to the Settlement Administrator at _____ by mail, postmarked no later than [Response Deadline], or by e-mail by _____. The dispute must: (1) contain your full name, current address, telephone number, the last four digits of your Social Security number or full employee ID number; (2) contain the case name and case number; (3) contain a clear statement explaining that you wish to dispute the number of Compensable Workweeks and the basis for your dispute; and (4) and be signed by you. You may also dispute your PAGA Pay Periods by following the same process you can dispute your Compensable Workweeks set forth above. You should attach any documentation in support of your dispute.

When and how will I receive payment?

If the Court grants final approval of the Settlement, and only after the Effective Date of the Settlement defined below, the Settlement Administrator will send you a settlement check. The settlement approval process takes time so please be patient.

Any settlement payment checks mailed to you under the Settlement shall remain negotiable for 180 days. If you do not negotiate (e.g., cash or deposit) a settlement check within this time period, you will remain bound by the terms of the Settlement. Any funds that are not timely negotiated by Settlement Class Members will be paid to the State of California Controller's Unclaimed Property division in the name of the Class Member. Funds representing penalties that are not timely negotiated by PAGA Aggrieved Employees will be paid to the LWDA.

The settlement payment issued to you will be allocated as follows: thirty-three percent (33%) as wages, sixty-seven percent (67%) as penalties and interest. The wage portion of the Individual Settlement Payment shall be subject to withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payment. None of the Parties or attorneys make any representations concerning the tax implications of this payment. Settlement Class Members may wish to consult with their own tax advisors concerning the tax consequences of the Settlement.

How will the lawyers be paid and how will other funds under the Settlement be distributed?

Class Counsel will ask the Court to award attorneys' fees up to \$113,220 (1/3 of the Gross Settlement Amount) and reimbursement of reasonable litigation costs of up to \$11,543.98. In addition, Class Counsel will ask the Court to authorize Class Representative Service Award payments of up to \$5,000 for her efforts in representing the Class. The cost of administering the Settlement will not exceed \$5,100. A payment in the amount of \$22,500 will also be made to the LWDA for its share of PAGA penalties, while \$7,500 will be paid to PAGA Aggrieved Employees. Any of these amounts not awarded by the Court will be included in the \$178,236 and will be distributed to Settlement Class Members.

What claims are being released by the proposed Settlement?

As of the date that the Gross Settlement Amount is fully-funded by Defendant, and in exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and discharge Released Parties, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, alleged in the operative Complaint for; (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 512 and Industrial Welfare Commission Order 1-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7 and Industrial Welfare Commission Order 1-2001, Section 12; (3) failure to

pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Commission Order 1-2001, Section 3; (4) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (5) failure to provide accurate itemized wage statements in violation of Labor Code section 226 and Industrial Welfare Commission Order 1-2001 Section 7; (6) ; failure to maintain required records in violation of Labor Code Section 226 and Industrial Welfare Commission Order 1-2001 Section 7; (7) violation of the California Unfair Competition Law in violation of Business and Professions Code Section 17200; and (8) and violation of the PAGA, Labor Code Sections 2698, 2699 and 2699.5, predicated on the violations of the California Labor Code and Industrial Welfare Commission Wage Order 1-2001 as alleged in the Operative Complaint and the PAGA Notice dated April 23, 2021. This release shall apply to all claims arising at any point during the Class Period.

In addition, Plaintiff and the State of California will release all claims for civil penalties only under the PAGA, alleged in the Operative Complaint and that Plaintiff and the State of California are fully and irrevocably releasing the Released Parties from, in exchange for the consideration provided by this Settlement. Plaintiff and the State of California will only release claims alleged in the PAGA Notice and within the Operative Complaint. In particular, the released claims include the underlying purported violations for failure to provide meal and rest periods to hourly employees, in violation of Labor Code Sections 226.7, 510, 512, 1194, 1197 and Wage Order No. 1-2001, Sections 11-12; failure to pay one additional hour of compensation to hourly employees at their regular rate of pay for each workday that a meal or rest period is not provided, in violation of Labor Code Section 226.7 and Wage Order No. 1-2001, Sections 11(B) and 12(B); failure to pay hourly employees overtime wages, in violation of Labor Code Sections 510, 1194, 1198, and Wage Order No. 1 -2001, Section 3; failure to pay hourly employees the unpaid balance of the full amount of overtime compensation, including interest, in violation of Labor Code Section 1194; failure to timely pay hourly employees all wages due, in violation of Labor Code Section 204; willful failure to pay discharged or quitting hourly employees all wages due, in violation of Labor Code Sections 201-203; failure to provide accurate itemized wage statements to hourly employees in violation of Labor Code Sections 226, 1174, and 1174.5; and failure to maintain required records of hourly employees, in violation of Labor Code Sections 1174, 1174.5, and Wage Order No. 1-2001, Section 7, and violation of Labor Code Section 248.2 regarding the failure to provide supplemental COVID sick leave.

Released Parties” collectively mean: (i) Defendant; and (ii) Defendant’s current officers, directors, employees and agents only.

“Effective Date” means the date on which the Superior Court’s Final Approval Order and Judgment becomes final and the Gross Settlement Amount is fully funded by Defendant. The Superior Court’s Final Approval Order and Judgment “becomes final” upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order and Judgment is entered by the Court; (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court; or (c) if there is an Objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief.

What are my options?

You have several options under this Settlement. You may: (A) remain in the Class and receive payment under the Settlement; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement.

OPTION A. Remain in the Class. If you remain in the Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the Class and be eligible to receive a payment under the Settlement, you do *not* need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

OPTION B. If You Do Not Want To Be Bound By The Settlement. If you do not want to be part of the Settlement, you must mail a Request for Exclusion to the Settlement Administrator at _____ or e-mail a Request for Exclusion to ILYM Group, Inc. by the [Response Deadline]. Your Request for Exclusion must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; and (3) a clear statement you are electing to be excluded from the Settlement; and (4) be signed by you. In order to be timely, your Request for Exclusion must be postmarked, or e-mailed, on or before _____. If you do not submit a valid and timely Request for Exclusion, your Request for Exclusion will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described above. If you submit a valid and timely Request for Exclusion, you will *not* be entitled to any payment as a Class Member from the Net Settlement Amount but you will preserve all of the legal claims asserted in this Action against Defendant. If you are a PAGA Aggrieved Employee, you will still receive a PAGA payment and be subject to the PAGA release outlined above even if you submit a Request for Exclusion. The Request for Exclusion form is enclosed with this notice for your convenience.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you can appear at the Final Approval Hearing and make an oral objection or make a written objection. If you wish to object in writing, you must mail to the Settlement Administrator at 14771 Plaze Drive, Suite L, Tustin, California 92780, a written statement of objection, or e-mail the written objection to _____. The written objection must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; (3) the dates of your employment with Defendant; (4) state the basis for the Objection, including any legal briefs, papers or memoranda in support of the Objection; and (5) be signed by you. In order to be timely, the written objection must be postmarked, or e-mailed, on or before _____. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. The Objection Form is enclosed with this notice for your convenience.

You cannot object to the Settlement if you request exclusion from the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a final approval hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on _____ in Department 1 of the Riverside Superior Court, Historic Court House, located at 4050 Main Street, Riverside, California 92501. The final approval hearing may be continued without further notice to Class Members. If you submit a written an objection to the Settlement, the Administrator will provide you notice of the continued hearing date. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Riverside Superior Court Historic Court House, located at 4050 Main Street, Riverside, California 92501. A copy of the Settlement Agreement was filed on _____, 2022 and is attached to the Declaration of Scott Ernest Wheeler In Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. The Amended Settlement Agreement is attached to the Declaration of Scott Ernest Wheeler In Support of Plaintiff's Renewed Motion for Preliminary Approval of Amended Class Action Settlement

filed on [REDACTED], 2022. Also, the Addendum to the Amended Settlement Agreement is attached to the First Supplemental Declaration of Scott Ernest Wheeler In Support of Plaintiff's Renewed Motion for Preliminary Approval of Amended Class Action Settlement filed on [REDACTED], 2022. You can also visit the Court's website at: www.riverside.courts.ca.gov for more information, including obtaining a copy of the Settlement Agreement and the Court's updated COVID-19 protocol.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

EXHIBIT B

Vazquez v. Blue Desert International, Inc., doing business as Hydroquip
California Superior Court, County of Riverside, Case No. CVRI2103321

EXCLUSION FORM

IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST EMAIL TO (INSERT EMAIL ADDRESS) OR MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR, ILYM GROUP, INC. AT THE ADDRESS BELOW AND IT MUST BE POSTMARKED OR EMAILED ON OR BEFORE _____.

ILYM Group, Inc. Re: <i>Vazquez v. Blue Desert International, Inc., doing business as, Hydroquip</i>
14771 Plaza Drive, Suite L Tustin, CA 92780 Phone: (888) 250-6810 Fax: (888) 845-6185 E-Mail (insert address)

IT IS MY DECISION TO BE EXCLUDED FROM THE CLASS AND NOT TO RECEIVE ANY MONEY UNDER THE SETTLEMENT.

I confirm that I was employed by and performed work for Defendant Blue Desert International, Inc., doing business as, Hydroquip between July 9, 2017 and November 23, 2022, I confirm that I have received notice of the proposed settlement in this action. I have decided to be excluded from the Class, and I have decided not to participate in the proposed Settlement. I understand that by submitting this Exclusion Form, I will be forever barred from receiving any money under the Settlement, and will not be bound by the Settlement. If you exclude yourself from the Settlement, you will still receive your share of the penalties payment under the Private Attorneys General Act if you are eligible.

DATED: _____

(Signature)

(Address)

(Type or Print Name)

(City, State, Zip)

(Employee ID or Last Four Social Security Numbers)

EXHIBIT C

Vazquez v. Blue Desert International, Inc., doing business as Hydroquip
California Superior Court, County of Riverside, Case No. CVRI2103321

OBJECTION FORM

THIS FORM MUST BE POSTMARKED OR EMAILED NO LATER THAN xxx.

ONLY RETURN THIS FORM IF YOU WANT TO OBJECT TO THE SETTLEMENT.

Name (First, Middle, Last)

[preprinted by settlement administrator]

OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if you participate in the Settlement and receive a Settlement Share you do so in exchange for a release of the Released Claims as more fully discussed below.
---------------	---

If you wish to Object to the Settlement you can appear at the Final Approval Hearing and make an oral objection, or you can make a written objection. If you wish to make a written objection, you must mail or email the Settlement Administrator, ILYM Group, Inc. at _____. The written objection must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; (3) the dates of your employment with Defendant; (4) state the basis for the Objection, including any legal briefs, papers or memoranda in support of the Objection; and (5) be signed by you. In order to be timely, the written objection must be postmarked, or e-mailed, on or before _____. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection.

You can appear in person at the Final Approval Hearing set for _____, 2023 at _____ in Dept. 1 of the Riverside County Superior Court and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date. If you file a timely written Objection, the Settlement Administrator will notify you of any continuance of the Final Approval Hearing. You may withdraw your Objection at any time. If you have submitted a Request for Exclusion Form, you may not submit objections to the Settlement. You do not need to state an intent to appear at or appear at the Final Approval Hearing to have your Objection considered by the Court.

Please state all reasons for the objection below and sign, date and include your address and telephone number. The Settlement Administrator will stamp the date received on the original and send copies of each objection to Class Counsel and Counsel for Blue Desert International, Inc., doing business as Hydroquip, who will then file the objection with the Court.

Reason(s) for Objection: (you may include additional pages if necessary)

Dated: _____

(signature)

(typed or print name)

(Employee Id. or Last Four Social Security
Numbers)

(address)

If you wish to object to the Settlement, you must mail or email your Objection by _____, 2023 to:

ILYM Group, Inc.
Re: *Vazquez v. Blue Desert International, Inc., doing business as, Hydroquip*

14771 Plaza Drive, Suite L
Tustin, CA 92780
Phone: (888) 250-6810
Fax: (888) 845-6185
Email: INSERT