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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE
HISTORIC COURT HOUSE

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

Plaintiff,

v.

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

Defendants.

CASE NO.: CVRI2103321

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

1 This Class Action Settlement and Release ("Settlement Agreement") is entered into by and
2 between Plaintiff Cindi Vazquez ("Plaintiff"), on behalf of herself and the Class, on the one hand,
3 and Defendant Blue Desert International, Inc., a California corporation, doing business as, Hydroquip
4 ("Defendant"), on the other hand. Plaintiff and Defendant are collectively referred to herein as
5 "Parties" and individually referred to herein as "Party."

6 In consideration of the mutual covenants, promises, and agreements set forth herein, the
7 Parties agree that, pursuant to the terms and conditions set forth herein, which are subject to approval
8 of the Court, this Action and the Released Claims shall be settled and compromised as between
9 Plaintiff and the Class on the one hand and Defendant on the other hand.

10 **DEFINITIONS**

11 1. "Action" means *Cindi Vazquez v. Defendant Blue Desert International, Inc., a*
12 *California corporation, doing business as, Hydroquip*, Superior Court of the State of California for
13 the County of Riverside, Case No.: CVRI2103321.

14 2. "Class" means: all non-exempt employees of Defendant who worked for Defendant
15 in California during the Class Period.

16 3. "Class Counsel" means the Law Office of Scott E. Wheeler.

17 4. "Class Counsel Award" means attorneys' fees for Class Counsel's litigation and
18 resolution of this Action and Class Counsel's expenses and costs incurred in connection with this
19 Action.

20 5. "Class Information" means the compilation of the following information for each
21 Class Member: last known full name; social security number; last known address; last known
22 telephone number; number of compensable workweeks/pay periods for each Class Member during
23 the Class Period and PAGA Period; and other such mutually agreed upon information by the Parties
24 as may be necessary to independently review the Compensable Workweeks attributed to each Class
25 Member and PAGA Aggrieved Employee.

26 6. "Class Member" means each person who is a member of the Class defined above and
27 who is eligible to participate in this Settlement.

1 7. “Class Notice” means the notice, substantially in the form attached hereto as
2 **Exhibit 1**, which the Settlement Administrator will mail to each Class Member, and which
3 explains, *inter alia*, the terms of this Settlement, each Class Member’s estimated Individual
4 Settlement Payment, the settlement process, and the right of Class Members to object to the
5 Settlement, opt-out of the Settlement, or dispute the number of Compensable Workweeks attributed
6 to them. Notice to the Class Members will be in English and Spanish.

7 8. “Class Period” means the time period from July 9, 2017 through the date of
8 preliminary approval.

9 9. “Class Representative Service Award” means the amount that the Court authorizes
10 to be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment and Individual PAGA
11 Payment, in recognition of, *inter alia*, her efforts and risks in assisting with the prosecution of the
12 Action and in return for executing a general release with Defendant.

13 10. “Compensable Work Week” or “Compensable Work Weeks” mean a reasonable
14 estimate of weeks worked by each Class Member individually and collectively by all Class Members
15 during the Class Period based on Defendant’s records and used as a value to calculate Individual
16 Settlement Payments. A work week consists of seven (7) days, starting at 12:00 a.m. on Monday
17 through Sunday at 11:59 p.m. A Class Member who works less than seven (7) days in a work week,
18 but at least one (1) day during the work week, will be credited as having worked a full work week.

19 11. “Court” means the Superior Court for the County of Riverside, State of California.

20 12. “Defendant” means *Blue Desert International, Inc., a California corporation, doing*
21 *business as, Hydroquip.*

22 13. “Effective Date” means the later of: (a) the Court’s final approval of the settlement if
23 no objections by or on behalf of Class Members have been filed and not withdrawn; (b) the time for
24 appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c)
25 the final resolution of any appeal that has been filed.

26 14. “Employer’s Share of Payroll Taxes” means the dollar amount of Defendant’s
27 employer payroll tax obligation on the employee wage portion of the Individual Settlement
28 Payments, including but not limited to, customary withholdings for federal, state and local taxes, and

1 any similar tax or charge. Defendant shall be responsible for paying the Employer's Share of Payroll
2 Taxes separately from, and in addition to, the Gross Settlement Amount, in the event that any portion
3 of the Gross Settlement Amount is designated as wages.

4 15. "Final Approval Hearing" means the hearing that the Court will hold after the Court
5 has granted preliminary approval of the Settlement and notice has been provided to the Class the
6 response of the Class to the Settlement has been determined, regarding, *inter alia*, whether final
7 approval of the Settlement is appropriate and the amounts properly payable for: (a) Individual
8 Settlement Payments; (b) the Class Counsel Award; (c) the Class Representative Service Awards;
9 (d) payment to the LWDA; and (e) the Settlement Administration Costs.

10 16. "Final Approval Order and Judgment" means an order and judgment that the Court
11 will file, substantially in the form attached hereto as **Exhibit 2**, which finally approves this Settlement
12 and enters a judgment in favor of Plaintiff.

13 17. "First Amended Class Action Complaint" or "Operative Complaint" means the
14 Class Action Complaint, substantially in the form attached as **Exhibit 3**, which Plaintiff will file for
15 the purposes of administering the Settlement contemplated under this Agreement subject to a
16 Stipulation signed by the Parties.

17 18. "Gross Settlement Amount" means the maximum amount which Defendant is
18 obligated to pay under this Settlement Agreement, which is Three Hundred and Forty Thousand
19 Dollars (\$340,000.00). This is a non-reversionary Settlement in which Defendant is required to pay
20 the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to
21 Defendant under any circumstances. Payments of any appropriate and lawfully-required employer
22 share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately
23 from the Gross Settlement Amount by Defendant.

24 19. "Individual Settlement Payment" means the amount payable from the Net Settlement
25 Amount to each Settlement Class Member.

26 20. "Individual PAGA Payment" means the amount payable to the PAGA Aggrieved
27 Employees from the \$7,500 allocated to them (i.e., 25% of \$30,000 allocated to penalties under the
28 PAGA included in this settlement in Paragraph 49(i) of this Agreement).

1 21. “LWDA” means the California Labor and Workforce Development Agency.

2 22. “Net Settlement Amount” means the Gross Settlement Amount, less the Class
3 Counsel Award, Class Representative Service Award, the entire Payment to the LWDA and PAGA
4 Aggrieved Employees, and Settlement Administration Costs. If the Court approves less than the
5 amounts requested for the Class Counsel Award, Class Representative Service Awards, payment to
6 the LWDA and PAGA Aggrieved Employees for PAGA penalties, or Settlement Administration
7 Costs, such amounts will return to the Net Settlement Amount.

8 23. “Objection” means a letter or other written communication submitted by a Class
9 Member to the Settlement Administrator that contains a clear statement by the Class Member that he
10 or she is objecting to any of the terms of the Settlement.

11 24. “PAGA Aggrieved Employees” means all non-exempt, hourly employees employed
12 by Defendant in California, during the PAGA Period.

13 25. “PAGA Period” means any time between May 5, 2020 through the date of the
14 Court’s preliminary approval of the instant settlement.

15 26. “PAGA Pay Period(s)” means the number of pay periods worked by each PAGA
16 Aggrieved Employee individually during the PAGA Period and used as a value to calculate
17 Individual PAGA Payments. The number of PAGA Pay Periods for each PAGA Aggrieved
18 Employee will be calculated by the Settlement Administrator, based on the Class Information
19 provided by Defendant. The number of PAGA Pay Periods for each PAGA Aggrieved Employee
20 will be determined by counting any pay period within the PAGA Period during which a PAGA
21 Aggrieved Employee performed work. A PAGA Pay Period starts at 12:00 a.m. on the first day of
22 the PAGA Pay Period and 11:59 p.m. on the last date of the PAGA Pay Period. A PAGA
23 Aggrieved Employee who works at least one (1) day in a PAGA Pay Period will be credited as
24 having worked a full PAGA Pay Period.

25 27. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either
26 Plaintiff or Defendant, individually.

27 28. “Payment Ratio” means the respective Compensable Work Weeks for each
28 Settlement Class Member divided by the total Compensable Work Weeks for all Settlement Class

1 Members.

2 29. "PAGA Payment Ratio" means the respective PAGA Workweeks for each PAGA
3 Aggrieved Employee divided by the total PAGA Workweeks for all PAGA Aggrieved Employees.

4 30. "Plaintiff" means Cindi Vazquez.

5 31. "Preliminary Approval Date" means the date upon which the Court filed an order
6 substantially in the form attached hereto as **Exhibit 4**, and which grants preliminary approval of the
7 Settlement.

8 32. "Request for Exclusion" means a letter or other written communication submitted by
9 a Class Member to the Settlement Administrator that contains a clear statement by the Class Member
10 that he or she is electing to be excluded from the Settlement.

11 33. "Released Claims by Plaintiff" means: As of the Effective Date, Plaintiff, as a Class
12 Member, agrees to the Release of Claims by Settlement Class Members, which is set forth in
13 paragraph 34 below. In addition to Release of Claims by Settlement Class Members, Plaintiff agrees
14 to a general release, which includes any unknown claims that she did not know or suspect to exist in
15 her favor at the time of the general release, which, if known, might have affected her Settlement with,
16 and release of, the Released Parties. With respect to the general release, Plaintiff stipulates and agrees
17 that, upon the Effective Date, she shall be deemed to have expressly waived and relinquished, to the
18 fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California
19 Civil Code, or any other similar provision under federal or state law as to the generally released
20 claims, which provides:

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

24 Plaintiff may hereafter discover facts in addition to or different from those now known or
25 believed to be true with respect to the subject matter of the general release, but upon the Effective
26 Date, she shall be deemed to have fully, finally, and forever settled and released any and all of the
27 claims released pursuant to the general release, whether known or unknown, suspected or
28 unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any

1 theory of law or equity. In addition, the general release applies to Plaintiff only.

2 This general release applies to Plaintiff only. It does not apply to the Released Claims by
3 Settlement Class Members or PAGA Aggrieved Employees, which is set forth in Paragraph 34
4 below.

5 34. "Released Claims by Settlement Class Members" means: As of the Effective Date,
6 Settlement Class Members shall fully and finally release and discharge Released Parties, from July
7 9, 2017 through the date of preliminary approval, , in exchange for the consideration provided
8 under this Settlement, Settlement Class Members shall fully and finally release and discharge
9 Released Parties, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs,
10 expenses, attorneys' fees, damages, action or causes of action, pleaded or that could have been
11 pleaded based on facts and claims asserted in the operative Complaint, including: any and all
12 claims for: (a) failure to prove meal periods; (b) failure to provide rest breaks; (c) failure to
13 overtime wages; (d) failure to pay minimum wages; (e) failure to pay timely wages; (f) failure to
14 pay all wages owed and due upon termination; (g) failure to maintain required records; (h) failure
15 to furnish accurate itemized wage statement; (i) failure to provide reimbursement for employment-
16 related expenses; (j) violation of California Business & Professions Code section 17200, *et seq.*;
17 and (k) violation of California Private Attorneys' General Act, California Labor Code § 2699, *et*
18 *seq.*, predicated on any of the violations of the California Labor Code and applicable IWC Wage
19 Order alleged in the Operative Complaint or the subject LWDA exhaustion letter. This release shall
20 apply to all claims arising at any point during the Class Period.

21 35. "Released PAGA Claims by PAGA Aggrieved Employees" means all claims for
22 civil penalties under the PAGA that Plaintiff, on behalf of herself, the State of California, and all
23 PAGA Aggrieved Employees, disclosed in Plaintiff's LWDA letter, and that Plaintiff and PAGA
24 Aggrieved Employees are fully and irrevocably releasing the Released Parties from, in exchange
25 for the consideration provided by this Settlement. PAGA Aggrieved Employees will only release
26 claims alleged in, or that could have been alleged, based on the facts asserted in Plaintiff's LWDA
27 letter or within the operative Complaint. In particular, the released claims include the underlying
28 purported violations for failure to provide meal and rest periods to non-exempt employees, in

1 violation of Labor Code §§ 226.7, 510, 512, 1194, 1197 and Wage Order No. 1-2001, §§ 11-12;
2 failure to pay one additional hour of compensation to non-exempt employees at their regular rate of
3 pay for each workday that a meal or rest period is not provided, in violation of Labor Code § 226.7
4 and Wage Order No. 1-2001, §§ 11(B) and 12(B); failure to pay non-exempt employees overtime
5 wages, and failure to properly calculate overtime wages and minimum wages, in violation of Labor
6 Code §§ 510, 1194, 1198, and Wage Order No. 1 -2001, § 3; failure to pay non-exempt employees
7 the unpaid balance of the full amount of overtime compensation, including interest, in violation of
8 Labor Code § 1194; failure to timely pay non-exempt employees all wages due, in violation of
9 Labor Code § 204; willful failure to pay discharged or quitting non-exempt employees all wages
10 due, in violation of Labor Code §§ 201-203; failure to provide accurate itemized wage statements
11 to non-exempt employees in violation of Labor Code §§ 226, 1174, and 1174.5; and failure to
12 maintain required records of non-exempt employees, in violation of Labor Code §§ 1174, 1174.5,
13 and Wage Order No. 1-2001, § 7, including with regard to purported supplemental COVID sick
14 leave.

15 36. PAGA Aggrieved Employees will release the PAGA Claims even if they, as a Class
16 Member, request exclusion from the class. Released PAGA Claims include any claims for
17 attorneys' fees, costs, or other damages that may be recoverable under the PAGA claims that are
18 alleged or could have been alleged in the operative Complaint. This release shall apply to PAGA
19 claims arising at any point during the PAGA Period.

20 37. "Released Parties" collectively mean: (i) Defendant; and (ii) Defendant's current
21 officers, directors, employees and agents only.

22 38. "Response Deadline" means forty-five (45) days after the postmark date of the Notice
23 of Class Settlement that the Settlement Administrator shall mail to Class Members, and the last date
24 on which Class Members may: (a) submit a Request for Exclusion; or (b) submit an Objection to the
25 Settlement.

26 39. "Settlement" means the disposition of the Action pursuant to this Agreement.

27 40. "Settlement Administration Costs" means the amount to be paid to the Settlement
28 Administrator from the Gross Settlement Amount for administration of this Settlement.

41. "Settlement Administrator" means ILYM Group, Inc. The Settlement Administrator shall be responsible for, *inter alia*: (a) printing and mailing the Class Notice to the Class; (b) calculating the Individual Settlement Payments based on the Class Information; (c) to the extent applicable, calculating the Employer's Share of Payroll Taxes which Defendant shall pay in addition to the Gross Settlement Amount; (d) receiving and reporting the Requests for Exclusion and Objections submitted by Class Members to the Parties; (e) providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; (f) processing and mailing payments to Plaintiffs, Class Counsel, the LWDA, and Settlement Class Members; (g) creating and maintaining a static settlement website where relevant documents and information pertaining to the Settlement will be posted, including *inter alia*, the judgment and amended judgment if applicable; and (h) any other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. The Parties agree that they have no financial interest or other relationship with ILYM Group, Inc. that could create a conflict of interest. Should a conflict of interest or other issue lead to the disqualification of the selected Settlement Administrator, the Parties will meet and confer as to a suitable replacement.

42. “Settlement Class” or “Settlement Class Members” means all Class Members who have not opted out of the Class by submitting a valid and timely Request for Exclusion.

19 RECITALS

43. Procedural History. On July 9, 2021, Plaintiff filed a complaint against Defendant in Riverside County Superior Court, Case No.: CVRI2103321. On September 2, 2021, Defendant filed an answer to the complaint.

44. Investigation and Discovery. The Parties have conducted significant investigation of the facts and law during the prosecution of this Action and before this Settlement was reached. Such discovery and investigation includes, *inter alia*, the exchange of information and documents pertaining to Plaintiff and the Class, and numerous meetings and informal conferences wherein the Parties exchanged information, class data, and theories of the case. Plaintiff has also investigated the law as applied to the facts of Plaintiff's claims and Defendant's potential defenses thereto.

1 45. The Parties participated in a private mediation session with Todd Smith, on April 7,
2 2022, and reached a proposed class action settlement that would fully resolve this matter.

3 46. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
4 expense and length of continued proceedings necessary to litigate Plaintiff's claims through trial and
5 any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of
6 further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class
7 Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted
8 in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in
9 establishing damages for the Class. Plaintiff and Class Counsel have also taken into account
10 Defendant's agreement to enter into a settlement that confers substantial relief upon the members of
11 the Class. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement
12 set forth in this Settlement Agreement is a fair, adequate, and a reasonable settlement, and is in the
13 best interests of the Class.

14 47. Defendant's Reasons for Settlement. Defendant has concluded that any further
15 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of
16 Defendant's time, energy, and resources have been and, unless this Settlement is completed, will
17 continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken
18 into account the risks of further litigation in reaching its decision to enter into this Settlement. Even
19 though Defendant continues to contend that it is not liable for any of the claims alleged by Plaintiff
20 in this Action, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth
21 in this Settlement Agreement to put to rest the claims in this Action. As to the Released Claims,
22 Defendant denies and continues to deny each of those claims.

23 **STIPULATION AND AGREEMENT**

24 48. NOW THEREFORE, in consideration of the mutual covenants, promises, and
25 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

26 49. It is agreed by and among Plaintiff and Defendant that this Settlement shall bind
27 Plaintiff, Settlement Class Members, PAGA Aggrieved Employees, and Defendant, subject to the
28 terms and conditions hereof.

1 50. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
2 the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an
3 “other party”) acknowledges and agrees that (1) no provision of this Agreement, and no written
4 communication or disclosure between or among the Parties or their attorneys and other advisers, is
5 or was intended to be, nor shall any such communication or disclosure constitute or be construed or
6 be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230
7 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her,
8 or its own, independent legal and tax counsel for advice (including tax advice) in connection with
9 this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
10 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
11 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
12 that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party
13 has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
14 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
15 acknowledging party of the tax treatment or tax structure of any transaction, including any transaction
16 contemplated by this Agreement.

17 51. Class Certification. The Parties stipulate to class certification for purposes of
18 settlement only. If the Court does not grant either preliminary or final approval of this Settlement,
19 the Parties stipulate that this stipulation regarding class certification will be revoked and the Parties
20 will return to a point in litigation immediately prior to the execution of this Settlement Agreement.

21 52. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final
22 approval of this class action Settlement. The Parties agree to work diligently and cooperatively to
23 have this matter presented to the Court for preliminary and final approval.

24 53. LWDA Notice. Plaintiff acknowledges and agrees that she will provide notice to the
25 LWDA of this Settlement in accordance with California Labor Code § 2699(1)(2).

26 54. Release of Claims by Plaintiff. Plaintiff releases the “Released Claims by Plaintiff”
27 as of the date that the Gross Settlement Amount is fully-funded by Defendant. The Settlement
28 Administrator shall notify the Parties in writing upon receipt of the full Gross Settlement Amount.

1 55. Release of Class Claims by Settlement Class Members. Settlement Class Members
2 release the “Released Claims by Settlement Class Members” as of the date that the Gross Settlement
3 Amount is fully-funded by Defendant. The Settlement Administrator shall notify the Parties in
4 writing upon receipt of the full Gross Settlement Amount.

5 56. Release of PAGA Claims by PAGA Aggrieved Employees. PAGA Aggrieved
6 Employees release the “Released PAGA Claims” as of the date that the Gross Settlement Amount is
7 fully-funded by Defendant. The Settlement Administrator shall notify the Parties in writing upon
8 receipt of the full Gross Settlement Amount.

9 57. Settlement Administration. Within thirty (30) calendar days after the Preliminary
10 Approval Date, Defendant shall provide the Settlement Administrator with the Class Information.

11 58. Notice to the Class. Upon receipt of the Class Information, the Settlement
12 Administrator will perform a search based on the National Change of Address Database to update
13 and correct any known or identifiable address changes. Within fourteen (14) calendar days after
14 receiving the Class Information, the Settlement Administrator shall mail copies of the Class Notice
15 to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise
16 its best judgment to determine the current mailing address for each Class Member. The address
17 identified by the Settlement Administrator as the current mailing address shall be presumed to be
18 the best mailing address for each Class Member.

19 a. The Class Notice and Procedure Comports with Due Process. The Parties
20 agree that the notice procedures outlined in this Agreement provide the best and most practical
21 method of giving notice to the Class and fully comply with due process and all applicable laws and
22 rules.

23 b. Undeliverable Notices. Any Class Notice returned to the Settlement
24 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
25 forwarding address affixed thereto within seven (7) calendar days. If no forwarding address is
26 provided, the Settlement Administrator shall promptly attempt to determine a correct address by use
27 of skip-tracing, or other search using the name, address and/or Social Security number of the Class
28 Member involved, and shall then perform a re-mailing, if another mailing address is identified by

1 the Settlement Administrator. If the undeliverable notice is for a currently employed Class Member,
2 the Settlement Administrator shall contact Defendant, which will then make all reasonable efforts to
3 obtain the Class Member's current mailing address within seven (7) calendar days and provide it to
4 the Settlement Administrator. Class Members who receive a re-mailed Notice of Class Settlement
5 shall have forty-five (45) days after the postmark date of the re-mailed Notice of Class Settlement
6 to: (a) submit a Request for Exclusion; (b) submit an Objection to the Settlement; or (c) dispute the
7 number of Compensable Workweeks attributed to them.

8 c. Disputes Regarding Individual Settlement Payments. Class Members will
9 have the opportunity, should they disagree with Defendant's records regarding the dates of
10 employment stated in the Class Notice and/or the number of Compensable Workweeks attributed
11 to them, to provide documentation and/or an explanation to show contrary information by the
12 Response Deadline. The dispute form must: (a) contain the full name, address, and telephone
13 number of the Class Member, and the last four digits of the Class Member's social security number
14 or full employee ID number; (b) contain the case name and case number; (c) a clear statement by
15 the Class Member that he or she is disputing the number of Compensable Workweeks and the
16 basis for the dispute; (d) be signed by the Class Member; and (e) be postmarked or e-mailed by the
17 Response Deadline. The date of the postmark on the return mailing envelope on the dispute form,
18 or the date the e-mail is sent, shall be the exclusive means used to determine whether it has been
19 timely submitted. If there is a dispute, the Settlement Administrator will consult with the Parties to
20 determine whether an adjustment is warranted. The Settlement Administrator shall then determine
21 the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this
22 Agreement. In the absence of circumstances indicating fraud, manipulation or destruction,
23 Defendant's records shall be given a rebuttable presumption of accuracy.

24 d. Requests for Exclusion. Class Members who wish to exclude themselves
25 from the Settlement must mail to the Settlement Administrator a Request for Exclusion by the
26 Response Deadline. The Request for Exclusion must: (a) contain the full name, address, and
27 telephone number of the Class Member, and the last four digits of the Class Member's social
28 security number; (b) contain the case name and case number; (c) a clear statement by the Class

1 Member that he or she is electing to be excluded from the Settlement; (d) be signed by the Class
2 Member; and (e) be postmarked or e-mailed by the Response Deadline. The date of the postmark
3 on the return mailing envelope on the Request for Exclusion, or the date the e-mail is sent, shall be
4 the exclusive means used to determine whether it has been timely submitted. Any Class Member
5 who requests to be excluded from the Settlement Class shall not be entitled to any Individual
6 Settlement Payment, shall not release any of the Released Claims by Settlement Class Members,
7 and shall not have any right to object, appeal or comment thereon. Class Members who fail to
8 submit a valid and timely Request for Exclusion on or before the Response Deadline shall be
9 bound by all terms of the Settlement and any Final Approval Order and Judgment entered in this
10 Action. Any Class Member who submits a valid and timely Request for Exclusion will still
11 receive their share of the PAGA portion of this settlement.

12 e. Objections. Class Members who wish to object to the Settlement may do so
13 orally at the Final Approval Hearing without the need to submit a written Objection, or by mailing
14 to the Settlement Administrator a written Objection by the Response Deadline. The Class Notice
15 will inform Class Members that they appear at the final approval hearing by audio or video per the
16 instructions listed on the Court's website. The written Objection must: (a) contain the full name,
17 address, and telephone number of the Class Member, and the last four digits of the Class
18 Member's social security number; (b) contain the case name and case number; (c) the dates of
19 employment of the Class Member; (d) state whether the Class Member intends to appear at the
20 final approval hearing; (e) be signed by the Class Member; (f) state the basis for the Objection,
21 including any legal briefs, papers or memoranda in support of the Objection; and (g) be
22 postmarked or e-mailed by the Response Deadline. The date of the postmark on the return mailing
23 envelope on the written Objection, or the date the e-mail is sent, shall be the exclusive means used
24 to determine whether the written Objection has been timely submitted. Class Members who fail to
25 make Objections in the manner specified above shall be deemed to have waived any objections and
26 shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.
27 Class Counsel shall not represent any Class Members with respect to any Objections. The
28 Settlement Administrator will provide the Parties with any written Objection within seven (7)

1 calendar days of its receipt of any Objection. Plaintiff will file any and all written Objections with
2 the Court in advance of the Final Approval Hearing.

3 59. Funding Gross Settlement Amount. Within thirty (30) calendar days of the Effective
4 Date, Defendant shall wire transfer the full Gross Settlement Amount. Defendant shall also
5 separately pay Employer's Share of Payroll Taxes, to the Settlement Administrator as calculated and
6 directed by the Settlement Administrator.

7 60. Allocation of Settlement. Individual Settlement Payments will be paid from the Net
8 Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual
9 Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members'
10 last known mailing address.

11 a. The Settlement Administrator shall calculate the total Compensable Work
12 Weeks for all Settlement Class Members based on the Class Information provided by Defendant.
13 The respective Compensable Work Weeks for each Settlement Class Member will be divided by the
14 total Compensable Work Weeks for all Settlement Class Members, resulting in the Payment Ratio
15 for each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then
16 multiplied by the Net Settlement Amount to determine his or her Individual Settlement Payment.

17 1. Individual Settlement Payments due to each Settlement Class
18 Member shall be designated as follows:

19 (a). Thirty-three percent (33%) of the Individual Settlement
20 Payment shall represent payment for alleged unpaid wages. This payment shall be subject to the
21 withholding of all applicable local, state, and federal taxes. Applicable payroll taxes and/or
22 contributions will be deducted from the amount paid to Settlement Class Members. The Settlement
23 Administrator will issue a W-2 Form to each Settlement Class Member in relation to this payment.

24 (b). Sixty-Seven percent (67%) of the Individual Settlement
25 Payment shall represent payment of all penalties and interest. These payments will not be subject
26 to withholding of local, state, and federal taxes. The Settlement Administrator will issue an IRS
27 Form 1099 to each Settlement Class Member in relation to these payments.

1 b. The Settlement Administrator shall calculate the total PAGA Workweeks for
2 all PAGA Aggrieved Employees based on the Class Information. The respective PAGA Workweeks
3 for each PAGA Aggrieved Employee will be divided by the total PAGA Workweeks for all PAGA
4 Aggrieved Employees, resulting in the PAGA Payment Ratio for each PAGA Aggrieved Employee.
5 Each PAGA Aggrieved Employee's PAGA Payment Ratio will then be multiplied by \$7,500 to
6 determine his or her Individual PAGA Payment.

7 c. Un-Negotiated Individual Payment Checks by Settlement Class Members.
8 Individual Settlement Payment checks shall remain negotiable for one hundred and eighty (180)
9 calendar days from the postmark date of issuance. If the Individual Settlement Payment check is not
10 cashed, deposited, or otherwise negotiated by the Settlement Class Member within the 180-day
11 deadline, the check will be voided, and the funds associated with any such voided checks shall be
12 paid in the name of the Class Member to the State of California Controller's Unclaimed Property
13 division. Neither Defendant, Defendant's counsel, Plaintiff's counsel nor Plaintiff will have any
14 liability for lost or stolen settlement checks, forged signatures on settlement checks, unauthorized
15 negotiation of settlement checks or failure to timely cash a settlement check within the 180-day
16 period. The Settlement Administrator shall send a reminder postcard to any Class Member whose
17 settlement distribution check has not been negotiated within sixty (60) days after the date of mailing.

18 d. Certification By Settlement Administrator. The Parties have the right to
19 monitor and review administration of the Settlement. Any disputes not resolved by the Settlement
20 Administrator concerning the administration of the Settlement will be resolved by the Court, under
21 the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties
22 will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon
23 completion of administration of the Settlement, the Settlement Administrator shall provide written
24 certification of such completion to counsel for the Parties, and which shall be filed with the Court as
25 necessary.

26 e. Settlement Awards Do Not Trigger Additional Benefits. All monies received
27 by Settlement Class Members shall be deemed to be income to such Settlement Class Members solely
28 in the year in which such awards actually are received by the Settlement Class Members. It is

1 expressly understood and agreed that the receipt of such Individual Settlement Payments will not
2 entitle any Settlement Class Member to additional compensation or benefits under any company
3 compensation or benefit plan or agreement in place during the period covered by the Settlement, nor
4 will it entitle any Settlement Class Member to any increased pension and/or retirement, or other
5 deferred compensation benefits. It is the intent of this Settlement that any Individual Settlement
6 Payments provided for in this Agreement are the sole payments to be made by Defendant to the
7 Settlement Class Members in connection with this Settlement, and that the Settlement Class Members
8 are not entitled to any new or additional compensation or benefits as a result of having received the
9 Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit
10 or compensation plan document that might have been in effect during the period covered by this
11 Settlement).

12 f. Class Representative Service Award. Defendant agrees not to oppose or
13 object to a Class Representative Service Award to Plaintiff of up to Five Thousand Dollars
14 (\$5,000.00), subject to Court approval. The Settlement Administrator shall issue an IRS Form 1099
15 – MISC to Plaintiff in connection with the Class Representative Service Award payment. Plaintiff
16 shall be solely and legally responsible to pay any and all applicable taxes on his Class Representative
17 Service Award and shall hold harmless Defendant and Class Counsel from any claim or liability for
18 taxes, penalties, or interest arising as a result of the Class Representative Service Award payment.
19 The Class Representative Service Award shall be in addition to Plaintiff's Individual Settlement
20 Payment. This Settlement is not contingent upon the Court awarding Plaintiff a Class Representative
21 Service Award in any amount, and any amount requested by Plaintiff for the Class Representative
22 Service Award that is not granted by the Court shall return to the Net Settlement Amount and be
23 distributed to Settlement Class Members as provided in this Agreement.

24 g. Class Counsel Award. Defendant agrees not to oppose or object to any
25 application or motion by Class Counsel for attorneys' fees not to exceed one-third from the Gross
26 Settlement Amount, or One Hundred and Thirteen Thousand and Two Hundred and Twenty Dollars
27 (\$113,220.00). Defendant further agrees not to oppose any application or motion by Class Counsel
28 for the reimbursement of any costs or expenses associated with Class Counsel's prosecution of this

1 matter from the Gross Settlement Amount, up to, but not to exceed Twelve Thousand Dollars
2 (\$17,500.00). Class Counsel shall be solely and legally responsible to pay all applicable taxes on the
3 payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form
4 1099 – MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement is
5 not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and
6 costs. Any amount requested by Class Counsel for the Class Counsel Award and costs that is not
7 granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement Class
8 Members as provided in this Agreement.

9 h. Settlement Administration Costs. The Settlement Administrator shall be paid
10 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of
11 notice and administration for the disbursement of the Gross Settlement Amount shall not exceed
12 \$10,000. Prior to the filing of a motion for final approval of this Settlement, the Settlement
13 Administrator shall provide the Parties with a statement detailing the costs of administration.

14 i. Payment to the LWDA. Thirty thousand dollars (\$30,000) from the Gross
15 Settlement Amount will be allocated to penalties under the Private Attorneys General Act of 2004.
16 Seventy-five percent (75%) of that amount, or \$22,500, will be paid to the LWDA and twenty-five
17 (25%) of that amount, or \$7,500, will be paid to the Settlement Class. This PAGA Payment is made
18 pursuant to California Labor Code § 2699(i).

19 61. Distribution of Settlement Payments. Individual Settlement Payments to Settlement
20 Class Members, the Class Representative Service Award, the Class Counsel Award, Settlement
21 Administration Costs, and payment to the LWDA, shall all be distributed by the Settlement
22 Administrator within fourteen (14) calendar days of receipt of the Gross Settlement Amount from
23 Defendant. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff,
24 Settlement Class Members, Class Counsel, or the Settlement Administrator based on distributions
25 and payments made in accordance with this Agreement.

26 62. Work Week Differential. It is currently estimated that Class Members have worked
27 11,873 Compensable Work Weeks. Defendant shall provide Plaintiff with the total number of Class
28 Members, and the total number of Compensable Work Weeks worked by them, ten (10) calendar

1 days before the date that Plaintiff informs Defendant that Plaintiff will file a motion for preliminary
2 approval. If more than 1,188 additional Compensable Work Weeks are identified at that time, the
3 Gross Settlement Amount will be increased on a pro rata basis according to the number of additional
4 Compensable Work Weeks identified (i.e., all Compensable Work Weeks beyond 13,061). In other
5 words, a twelve percent (12%) increase in workweeks will result in a two percent (2%) increase in
6 the Gross Settlement Amount.

7 63. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of
8 the Response Deadline, a final approval hearing shall be conducted to determine, *inter alia*, final
9 approval of the Settlement and amounts properly payable for: (a) Individual Settlement Payments;
10 (b) the Class Counsel Award; (c) the Class Representative Service Award; (d) payment to the LWDA;
11 (e) payment to the Aggrieved Employees and (f) the Settlement Administration Costs.

12 64. Nullification of Settlement Agreement. In the event the Settlement does not become
13 final for any reason, then this Agreement, and any documents generated to bring it into effect, shall be
14 null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall
15 likewise be treated as void from the beginning. In the event an appeal is filed from the Court's Final
16 Approval Order and Judgment, or any other appellate review is sought, administration of the
17 Settlement shall be stayed pending final resolution of the appeal or other appellate review, and any
18 fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from
19 the Court's Final Approval Order and Judgment, or any other appellate review, shall be paid to the
20 Settlement Administrator by the party or person that filed the appeal, within thirty (30) calendar days
21 of said notification.

22 65. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class
23 Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not
24 have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations,
25 holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class Members.

26 66. No Admission by Defendant. Defendant denies any and all claims alleged in this
27 Action and denies all wrongdoing whatsoever. This Settlement Agreement is not a concession or
28

admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by any Defendant.

67. Exhibits and Headings. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

68. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, holding the Action in abeyance pending the final approval hearing to be conducted by the Court.

69. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the interpretation, calculation or payment of Settlement claims, or other disputes regarding compliance with this Agreement shall be resolved as follows:

a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class Member, or Defendant's Counsel, on behalf of Defendant, at any time believe that the other Party has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of the alleged violation.

b. Upon receiving notice of the alleged violation or dispute, the responding Party shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating Party with the reasons why the Party disputes all or part of the allegation.

c. If the response does not address the alleged violation to the initiating Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their differences.

d. If Class Counsel and Defendant's Counsel are unable to resolve their differences after twenty (20) calendar days, either Party shall first contact the mediator (Steven J. Rottman) to try to resolve the dispute. If that proves unsuccessful, the party may file an appropriate motion for enforcement with the Court. The briefing of such motion should be in letter brief form and shall not exceed five (5) single-spaced pages (excluding exhibits).

1 e. Reasonable attorneys' fees and costs for work done in resolving a dispute
2 under this Section may be recovered by any Party that prevails under the standards set forth within
3 the meaning of applicable law.

4 70. Amendment or Modification. This Agreement may be amended or modified only by
5 a written instrument signed by counsel for all Parties.

6 71. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
7 the entire Agreement among these Parties, and no oral or written representations, warranties, or
8 inducements have been made to any Party concerning this Agreement or its Exhibits other than the
9 representations, warranties, and covenants contained and memorialized in the Agreement and its
10 Exhibits.

11 72. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
12 and represent they are expressly authorized by the Parties whom they represent to negotiate this
13 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
14 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
15 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
16 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are
17 unable to reach agreement on the form or content of any document needed to implement the
18 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
19 this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such
20 disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant that
21 they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants
22 that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim,
23 covered by this Settlement to a third-party.

24 73. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
25 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

26 74. California Law Governs. All terms of this Settlement Agreement and the Exhibits
27 hereto shall be governed by and interpreted according to the laws of the State of California.
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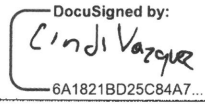
1 75. Counterparts. This Settlement Agreement may be executed in one or more
2 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
3 instrument.

4 76. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement
5 is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after
6 extensive arms-length negotiations, taking into account all relevant factors, present and potential.

7 77. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section
8 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and
9 enforcement of the terms of this Settlement Agreement and all orders and judgments entered in
10 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court
11 for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement
12 and all orders and judgments entered in connection therewith. All terms of this Settlement Agreement
13 are subject to approval by the Court.

14 78. Invalidity of Any Provision. Before declaring any provision of this Settlement
15 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
16 possible consistent with applicable precedents so as to define all provisions of this Agreement valid
17 and enforceable.

18 Dated: 5/4/2022 _____
19

By:  _____
Cindi Vazquez

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21 Dated: _____

By: _____
Blue Desert International, Inc.

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23 Title: _____
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2 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
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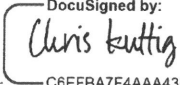
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8 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and
9 enforcement of the terms of this Settlement Agreement and all orders and judgments entered in
10 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court
11 for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement
12 and all orders and judgments entered in connection therewith. All terms of this Settlement Agreement
13 are subject to approval by the Court.

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15 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
16 possible consistent with applicable precedents so as to define all provisions of this Agreement valid
17 and enforceable.

18
19 Dated: _____

By: _____
Cindi Vazquez

20 5/9/2022
21 Dated: _____

By:  _____
C6EFBA7F4AAA43F...
Blue Desert International, Inc.

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23 President
24 Title: _____
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APPROVED AS TO FORM:

Dated: _____

By: _____

Scott E. Wheeler
Law Office of Scott E. Wheeler

Counsel for Plaintiff and the Putative Class



Dated: May 4, 2022 _____

By: _____

Nicole Golob Minkow
Areen Babajanian

Counsel for Defendant Blue Desert
International, Inc.

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APPROVED AS TO FORM:

Dated: _____

By: _____

Scott E. Wheeler
Law Office of Scott E. Wheeler

Counsel for Plaintiff and the Putative Class

Dated: May 10, 2022

By:  _____

Nicole Golob Minkow
Areen Babajanian

Counsel for Defendant Blue Desert
International, Inc.

EXHIBIT 1

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 *Blue Desert International, Inc., doing business as Hydroquip*, California Superior Court, County of Riverside, Case No. CVRI2103321 (the "Action").

According to Defendant's records, you have been identified as a member of the Class, and therefore are receiving this Notice. Also according to Defendant's records, your estimated share of the "Net Settlement Amount" is \$ and your share of the PAGA Payment is \$. Your settlement payment is only an estimate; it may be higher or lower than estimated. See below for additional details.

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 <i>Blue Desert International, Inc., doing business as Hydroquip</i> ("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.
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 don't like the Settlement. 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 non-exempt employees who worked for Defendant in California 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, Plaintiff alleges on behalf of herself and the Class the following claims against Defendant: (1) failure to provide meal periods or compensation in lieu thereof; (2) failure to provide rest periods or compensation in lieu thereof; (3) failure to pay overtime wages; (4) failure to pay all wages owed and due at termination of employment; (5) failure to maintain required records; (6) failure to provide accurate

itemized wage statements; (7) violation of the California Unfair Competition Law; and (8) and violation of the California Private Attorneys' General Act.

Defendant denies any and all wrongdoing and maintains that it has complied with all laws alleged to have been violated in the Operative Complaint. 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 PAGA penalties, and settlement administration costs from Gross Settlement Amount, there will be a Net Settlement Amount of at least \$(ADMIN TO INSERT).

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 Compensable Workweeks in California, and therefore, your PAGA payment is estimated to be \$.

Your settlement payment is only an estimate. Your actual settlement payment 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 to . 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 wish to 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 be unable to receive those funds, but 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 in the name of the Class Member to the State of California Controller's Unclaimed Property division.

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 \$17,500. 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 \$10,000. 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 Net Settlement Amount 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, pleaded or that could have been pleaded based on facts and claims asserted in the operative Complaint, including: any and all claims for: (a) failure to prove meal periods; (b) failure to provide rest breaks; (c) failure to pay overtime wages; (d) failure to pay all wages owed and due upon termination; (e) failure to maintain required records; (f) failure to furnish accurate itemized wage statement; (g) violation of California Business & Professions Code section 17200, *et seq.*; and (h) violation of California Private Attorneys' General Act, California Labor Code § 2699, *et seq.*, predicated on any of the violations of the California Labor Code and applicable IWC Wage Order alleged in the operative Complaint. This release shall apply to all claims arising at any point during the Class Period.

In addition, PAGA Aggrieved Employees will release all claims for civil penalties under the PAGA that Plaintiff, on behalf of herself, the State of California, and all PAGA Aggrieved Employees, alleged or that could have been alleged in the operative Complaint and that Plaintiff and PAGA Aggrieved Employees are fully and irrevocably releasing the Released Parties from, in exchange for the consideration provided by this Settlement. PAGA Aggrieved Employees will only release claims alleged in, or that could have been alleged, based on the facts asserted in the PAGA Notice or within the operative Complaint. In particular, the released claims include the underlying purported violations for failure to provide meal and rest periods to non-exempt employees, in violation of Labor Code §§ 226.7, 510, 512, 1194, 1197 and

Wage Order No. 1-2001, §§ 11-12; failure to pay one additional hour of compensation to non-exempt employees at their regular rate of pay for each workday that a meal or rest period is not provided, in violation of Labor Code § 226.7 and Wage Order No. 1-2001, §§ 11(B) and 12(B); failure to pay non-exempt employees overtime wages, and failure to properly calculate overtime wages and minimum wages, in violation of Labor Code §§ 510, 1194, 1198, and Wage Order No. 1 -2001, § 3; failure to pay non-exempt employees the unpaid balance of the full amount of overtime compensation, including interest, in violation of Labor Code § 1194; failure to timely pay non-exempt employees all wages due, in violation of Labor Code § 204; willful failure to pay discharged or quitting non-exempt employees all wages due, in violation of Labor Code §§ 201-203; failure to provide accurate itemized wage statements to non-exempt employees in violation of Labor Code §§ 226, 1174, and 1174.5; and failure to maintain required records of non-exempt employees, in violation of Labor Code §§ 1174, 1174.5, and Wage Order No. 1-2001, § 7, including with regard to purported 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 later of: (a) the Court’s final approval of the settlement if no objections by or on behalf of Class Members have been filed and not withdrawn; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

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 Settlement Administrator or e-mail a Request for Exclusion to Settlement Administrator. 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 Settlement Administrator. 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.

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. If you wish to object in writing, you must mail to the Settlement Administrator at Settlement Administrator, a written statement of objection, or e-mail the written objection to Settlement Administrator. 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 whether you intend to appear at the final approval hearing; (5) state the basis for the Objection, including any legal briefs, papers or memoranda in support of the Objection; and (6) be signed by you. In order to be timely, the written objection must be postmarked, or e-mailed, on or before Settlement Administrator. 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 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 6 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 unless filed an objection to the Settlement. 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. 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 2

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

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8 Attorneys for Plaintiff and the Putative Class

9 **FISHER & PHILLIPS LLP**

10 Nicole Golob (SBN 190444)

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12 444 South Flower Street, Suite 1500

13 Los Angeles, California 90071

14 Telephone: (213) 402-9577

15 Email: ngolob@fisherphillips.com

16 ababajanian@fisherphillips.com

17 Attorneys for Defendant

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **FOR THE COUNTY OF RIVERSIDE**

20 **HISTORIC COURT HOUSE**

21 CINDI VAZQUEZ, individually, and on
22 behalf of all others similarly situated,

23 Plaintiff,

24 v.

25 BLUE DESERT INTERNATIONAL, INC.,
26 a California corporation, doing business as
27 HYDROQUIP; and DOES 1 through 50,
28 inclusive,

Defendants.

Case No.: CVRI2103321

[Assigned for all purposes to the Honorable
Sunshine S. Sykes, Department 6]

**[PROPOSED] ORDER FINAL
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

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

2 On 01/10/2018, this Court issued an order granting preliminary approval of the
3 proposed class action settlement between Cindi Vazquez, on behalf of herself and the Class
4 (“Plaintiff”) and Blue Desert International, doing business as, Hydroquip (“Defendant”). Plaintiff
5 now seeks an order granting final approval of the Class Action Settlement Agreement and Release
6 (“Settlement Agreement”) filed on 01/10/2018, attached as Exhibit A, to the Declaration of
7 Scott E. Wheeler In Support of Plaintiff’s Motion For Preliminary Approval Of Class Action
8 Settlement Filed On Behalf of Plaintiff, Cindi Vazquez.
9

10 The Court preliminarily approved that this litigation could be maintained as a class action
11 for settlement purposes and, therefore, it conditionally certified the following Class (the “Class” or
12 “Settlement Class”) for settlement purposes:
13

14 All non-exempt employees of Defendant who worked for Defendant in California
15 from July 9, 2017 until (PRELIMINARY APPROVAL).

16 The Court appointed, for settlement purposes, the Law Office of Scott E. Wheeler, as Class
17 Counsel, Plaintiff as representative for the Class, and ILYM Group, Inc. as the Settlement
18 Administrator.

19 The Court further directed the Parties to provide notice to the Class, which informed Class
20 Members of: (a) the proposed Settlement and the Settlement’s key terms; (b) the date, time, and
21 location of the Final Approval Hearing; (c) the right of any Class Member to object to the
22 proposed Settlement, and an explanation of the procedures to exercise that right; (d) the right of
23 any Class Member to exclude themselves from the proposed Settlement, and an explanation of the
24 procedures to exercise that right; and (e) an explanation of the procedures for Class Members to
25 participate in the proposed Settlement.
26

27 Thereafter, Plaintiff filed an unopposed Motion for Final Approval of Class Action
28 Settlement (“Motion for Final Approval”) and supporting documents. The Court, upon Notice

having been given in full compliance with the Preliminary Approval Order, and having considered the proposed Settlement, as well as all papers filed in support of the Motion for Final Approval, hereby **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

1. This Court has jurisdiction over the subject matter of the action and over all Parties to the action, including all members of the Settlement Class.

2. The Settlement is in all respects fair, reasonable, and adequate, and it is hereby approved.

3. The Settlement Class, defined as “All non-exempt employees of Defendant who worked for Defendant in California from July 9, 2017 until (INSERT PRELIMINARY APPROVAL DATE)” is certified as a Class for settlement purposes.

4. The Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Notice fully satisfied the requirements of due process.

5. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

6. As set forth in the _____ ILYM Group, Inc., no Class Members have objected to the Settlement and zero Class Members have requested to be excluded from the

1 Settlement. The positive response of the Class underscores that the Settlement is fair, reasonable,
2 and adequate.

3 7. Upon entry of this Order, compensation to the participating members of the
4 Settlement Class shall be effected pursuant to the terms of the Settlement Agreement and
5 Addendum to the Settlement Agreement.
6

7 8. All envelopes transmitting settlement distribution to Settlement Class Members
8 shall bear the notation, "**YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.**"

9 9. As set forth in the Settlement Agreement, all settlement checks shall be negotiable
10 for one hundred and eighty (180) days from the date of mailing.

11 10. ILYM Group, Inc. shall mail a reminder postcard to any Class Member whose
12 settlement distribution check has not been negotiated within sixty (60) days after the date of
13 mailing.
14

15 11. If and Class Member who is a current employee of Defendant and the distribution
16 mailed to that Class Member is returned to ILYM Group, Inc. as being undeliverable, and ILYM
17 Group, Inc. is unable to locate a valid mailing address, ILYM Group, Inc. shall arrange with
18 Defendant to have distribution delivered to any currently employed Class Member at their place of
19 employment.
20

21 12. If a settlement check is not cashed, deposited, or otherwise negotiated within the
22 one hundred and eighty (180) day deadline by a Class Member, the check will be voided, and the
23 funds associated with any such voided checks shall be distributed to the State of California
24 Controller's Unclaimed Property division.

25 13. In addition to any recovery that Plaintiff may receive as Settlement Class Member
26 under the Settlement, and in recognition of Plaintiff's efforts on behalf of the Settlement Class, the
27 Court hereby approves the payment of a class representative enhancement award to Plaintiff Cindi
28

1 Vazquez in the amount of \$5,000 for her services as class representative, and Defendant shall
2 cause this sum to be paid to Plaintiff in accordance with the terms of the Settlement Agreement.

3 14. The Court finds that Class Counsel's requested litigation expenses in the amount of
4 \$ 5,000.00 are reasonable and are hereby approved by the Court.

5
6 15. The Court finds that the requested attorneys' fees are reasonable under the
7 percentage of the fund method. *See Laffitte v. Robert Half Internat, Inc.* (2016) 1 Cal.5th 480, 503.
8 Specifically, the Gross Settlement Fund of \$340,000.00 represents a true common fund, as there is
9 no claims process and no money under the Settlement will revert to Defendant. The Court finds
10 that one-third of the common fund, or \$113,220.00, is fair, reasonable and appropriate. The Court
11 has also reviewed the Declaration of Scott E. Wheeler and finds that Class Counsel has incurred a
12 lodestar of \$ \$113,220.00. The Court finds that the hours Class Counsel dedicated to
13 litigating this case, and their requested hourly rates, are fair, reasonable and appropriate.
14 Accordingly, the Court finds that that Class Counsel has incurred a lodestar of \$ \$113,220.00.
15 Thus, the requested attorneys' fees of \$113,220.00 are also reasonable under the lodestar method
16 with a based on the lodestar method with a negative multiplier of 0.0 or nearly a 0.0%
17 reduction.
18

19 16. The Court approves the payment of attorney's fees to Class Counsel in the amount
20 of \$113,220.00, payable to Scott E. Wheeler of the Law Office of Scott E. Wheeler and
21 reimbursement of reasonable litigation expenses in the amount of \$ 5,000.00, and
22 Defendant shall cause these sums to be paid to Class Counsel in accordance with the terms of the
23 Settlement Agreement.
24

25 17. The Court approves the payment of actual settlement administration costs in the
26 amount of \$9,000 to ILYM Group, Inc., and Defendant shall cause this sum to be paid to ILYM
27 GROUP, Inc. in accordance with the terms of the Settlement Agreement.
28

1 18. The Court approves and orders payment in the amount of \$22,500 (which
2 represents 75% of the \$30,000 allocated for the PAGA payment) to the California Labor and
3 Workforce Development Agency, and \$7,500 to the aggrieved employees (which represents 25%
4 of the \$30,000 allocated for the PAGA payment) which represents a fair and equitable sum for
5 resolution of claims raised pursuant to California Labor Code section 2698 *et seq.*, and Defendant
6 shall cause this sum to be paid to the LWDA and aggrieved employees in accordance with the
7 terms of the Settlement Agreement.

9 19. The Gross Settlement Fund, the Net Settlement Fund, and the methodology used to
10 calculate and pay each Settlement Class Member's individual settlement payment are fair and
11 reasonable, and the Court authorizes the Settlement Administrator to issue individual settlement
12 payments to each Settlement Class Member in accordance with the terms of the Settlement
13 Agreement.

15 20. Upon the Effective Date, Plaintiff and all members of the Settlement Class, shall
16 have, by operation of this Order and the accompanying Judgment, fully, finally, and forever
17 released, relinquished, and discharged Defendant from all Released Claims as defined by the terms
18 of the Settlement.

19 21. Judgment in this matter is entered in accordance with the terms of the Settlement
20 Agreement, the Court's Preliminary Approval Order, and this Final Approval Order against
21 Defendant in favor of Plaintiff and the Settlement Class. This Judgment is intended to be a final
22 disposition of the above captioned action in its entirety and is intended to be immediately
23 appealable.

25 22. This Court shall retain jurisdiction with respect to all matters related to the
26 administration and consummation of the Settlement, to enforce the terms of the judgment, and any
27 and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including
28

1 but not limited to all matters related to the Settlement and the determination of all controversies
2 relating thereto.

3 23. Class Counsel shall file a Notice of Entry of Order and Judgment Granting Final
4 Approval, and provide the same to ILYM Group, Inc., who shall post the Order and Judgment on
5 its website within seven (7) calendar days after entry of the Order and Judgment. ILYM Group,
6 Inc. shall post a copy of this signed judgment for one hundred and eighty (180) calendar days on
7 its website in compliance with Rule 3.771(b) of the California Rules of Court in order to provide
8 notice to the Class Members of this Order and Judgment. ILYM Group, Inc. shall also provide a
9 mailed copy of the Notice of Entry of Order and Judgment to Class Members.
10

11 24. The Notice of Entry of Judgment shall state the following:

12 **“TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

13 **PLEASE TAKE NOTICE** that on _____, the Honorable
14 Sunshine S. Sykes, in Department 6 of the Riverside County Superior
15 Court, granted final approval of the class action settlement in this action
16 and issued Judgment. Attached hereto as Exhibit A is a true and correct copy of the
17 Judgment.”
18

19 25. A Final Report (Nonappearance) Hearing regarding compliance with the terms of
20 the Settlement is set for _____ at _____ a.m. / p.m. in Department 6. A report from
21 Simpluris, Inc. distribution of the Settlement funds shall be filed by on or before _____.
22

23 26. Plaintiff’s Motion for Final Approval is hereby granted and the Court directs that a
24 judgment shall be entered in accordance with the terms of this Order.

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27. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h).

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED: _____

HONORABLE SUNSHINE S. SYKES
JUDGE OF THE SUPERIOR COURT

EXHIBIT 3

1 **LAW OFFICE OF SCOTT ERNEST WHEELER**

2 Scott Ernest Wheeler (SBN 187998)

3 250 West First Street, Suite 216

4 Claremont, California 91711

5 Telephone: (909) 621-4988

6 Facsimile: (909) 621-4622

7 Email: sew@scottwheelerlawoffice.com

8 *Attorney for Plaintiff and the Putative Class*

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF RIVERSIDE**

12 **HISTORIC COURT HOUSE**

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

16 Plaintiff,

17 v.

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

22 Defendants.

CASE NO.: CVRI 2103321

[Assigned for all purposes to the Honorable
Sunshine S. Sykes, Dept. 6]

**FIRST AMENDED CLASS ACTION
COMPLAINT:**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Breaks
3. Failure to Pay Overtime Wages
4. Failure to Pay All Wages Due to Discharged and Quitting Employees
5. Failure to Furnish Accurate Itemized Wage Statements
6. Failure to Maintain Required Records
7. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION

8. Penalties Under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 PLAINTIFF CINDI VAZQUEZ ("PLAINTIFF"), individually and on behalf of all other
2 similarly-situated employees, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of herself and all other similarly-situated
5 current and former non-exempt employees of defendant BLUE DESERT INTERNATIONAL, INC.,
6 doing business as, HYDROQUIP ("HYDROQUIP") and DOES 1 through 50 inclusive (collectively,
7 "DEFENDANTS") in the State of California during the relevant statutory period to recover, among
8 other things, unpaid compensation arising from DEFENDANTS failure to provide employees meal and
9 rest periods (or compensation therefor) as required under California law, and unpaid overtime wages.
10 PLAINTIFF also seeks penalties, interest, attorneys' fees, costs and expenses, and equitable,
11 restitutionary and injunctive relief.

12 **JURISDICTION AND VENUE**

13 2. The Superior Court of the State of California has jurisdiction in this matter because
14 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are citizens and
15 residents of, and/or regularly conduct business in, California. Further, no federal question is at issue
16 because the claims are based solely on California law.

17 3. Venue is proper in this judicial district and Riverside County because DEFENDANTS
18 maintain offices and facilities and transact business in Riverside County, and DEFENDANTS' illegal
19 policies and practices which are the subject of this action were applied, at least in part, to PLAINTIFF
20 and other persons similarly situated in Riverside County.

21 **THE PARTIES**

22 4. VAZQUEZ is a citizen and resident of the State of California. At times material to this
23 complaint, VAZQUEZ was employed by DEFENDANTS in the State of California as a nonexempt
24 employee.

25 5. PLAINTIFF bring this action on behalf of herself and the following similarly situated
26 class of individuals ("CLASS MEMBERS"): all current and former non-exempt employees of
27 DEFENDANTS in the State of California at any time within the period beginning four (4) years prior
28 to the filing of this action and ending at the time this action settles or proceeds to final judgment (the

1 “CLASS PERIOD”). PLAINTIFF reserves the right to name additional class representatives.

2 6. PLAINTIFF is informed and believes, and thereon alleges, that HYDROQUIP is, and
3 at all times relevant hereto was, a California corporation. PLAINTIFF is further informed and believes,
4 and thereon alleges, that HYDROQUIP is authorized to conduct business, and does conduct business,
5 in the State of California. Specifically, HYDROQUIP maintains offices and facilities, conducts
6 business, and engages in illegal policies or practices in Riverside County.

7 7. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
8 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE defendants under fictitious names.
9 PLAINTIFF is informed and believes, and thereon alleges, that each defendant designated as a DOE is
10 in some manner highly responsible for the occurrences alleged herein, and that PLAINTIFF’s and
11 CLASS MEMBERS’ injuries and damages, as alleged herein, were proximately caused by the conduct
12 of such DOE defendants. PLAINTIFF will seek leave of the Court to amend this Complaint to allege
13 the true names and capacities of such DOE defendants when ascertained.

14 8. At all relevant times herein, DEFENDANTS were the joint employers of PLAINTIFF
15 and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon alleges, that at all relevant
16 times DEFENDANTS were the alter egos, divisions, affiliates, integrated enterprises, joint employers,
17 subsidiaries, parents, principals, related entities, coconspirators, authorized agents, partners, joint
18 venturers, and/or guarantors, actual or ostensible, of each other. Each defendant was completely
19 dominated by his, her or its co-defendant, and each was the alter ego of the other.

20 9. At all relevant times, PLAINTIFF and CLASS MEMBERS were employed by
21 DEFENDANTS under employment agreements that were partly written, partly oral, and partly implied.
22 In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them, acted
23 pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF and CLASS
24 MEMBERS all wages earned and due, through methods and schemes which include, but are not limited
25 to, failing to provide meal periods; failing to authorize and permit rest breaks; failing to pay overtime
26 wages; failing to provide accurate itemized statements, and failing to maintain required records, all in
27 violation of the California Labor Code and the applicable Industrial Welfare Commission (“IWC”)
28 Wage Order.

1 10. PLAINTIFF is informed and believes, and thereon alleges, that each and every one of
2 the acts and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS,
3 each acting as agents and/or employees, and/or under the direction and control of each of the other
4 defendants, and that said acts and failures to act were within the course and scope of said agency,
5 employment and/or direction and control.

6 11. As a direct and proximate result of DEFENDANTS' unlawful actions, PLAINTIFF and
7 CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet
8 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

9 **CLASS ACTION ALLEGATIONS**

10 12. This action is appropriately suited for a class action because:

11 a. The potential class is of a significant number. Joinder of all current and former
12 employees individually would be impracticable.

13 b. This action involves common questions of law and fact because the action
14 focuses on DEFENDANTS' illegal practices and policies, which are applied to all non-exempt
15 employees in violation of the Labor Code, the applicable IWC Wage Order, and the Business and
16 Professions Code which prohibits unfair business practices arising from such violations.

17 c. PLAINTIFF's claims are typical of the claims of the class because
18 DEFENDANTS subjected all non-exempt employees to the same violations of the Labor Code, the
19 applicable IWC Wage Order, and the Business and Professions Code.

20 d. PLAINTIFF will fairly and adequately protect the interests of all CLASS
21 MEMBERS.

22 e. A class action is superior to other available methods for fairly and efficiently
23 adjudicating the controversy.

24 **FIRST CAUSE OF ACTION**

25 **Failure to Provide Meal Periods**

26 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001 § 11 and all other applicable**

27 **IWC Wage Orders]**

28 **(Against all DEFENDANTS)**

13. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the

1 allegations in paragraphs 1 through 12 (a) – (e).

2 14. During the CLASS PERIOD, DEFENDANTS had, and continue to have, a policy and
3 practice of failing to provide PLAINTIFF and CLASS MEMBERS full and timely meal periods as
4 required by California Labor Code §§ 226.7 and 512 and IWC Wage Order No. 1-2001 § 11 and all
5 other applicable IWC Wage Orders.

6 15. As a result of DEFENDANTS' policies and practices as alleged herein, PLAINTIFF
7 and CLASS MEMBERS regularly have been, and continue to be, denied the opportunity to take full,
8 uninterrupted, and timely meal periods as required under California Labor Code §§ 226.7 and 512 and
9 IWC Wage Order No. 1-2001 § 11 and all other applicable IWC Wage Orders.

10 16. DEFENDANTS violated, and continue to violate, California Labor Code § 226.7 and
11 IWC Wage Order No. 1-2001 § 11, and all other applicable IWC Wage Orders, by failing to
12 compensate PLAINTIFF and CLASS MEMBERS who were not provided a meal period, in accordance
13 with the applicable Wage Order, one additional hour of compensation at each employee's regular rate
14 of compensation for each work day that a meal period was not provided.

15 17. As a direct and proximate result of the aforementioned violations, PLAINTIFF and
16 CLASS MEMBERS have sustained economic damages, including but not limited to unpaid wages and
17 lost interest, in an amount according to proof at trial, and are entitled to recover economic and statutory
18 damages and penalties and other appropriate relief due to DEFENDANTS' violations of the California
19 Labor Code and IWC Wage Order No. 1-2001 and all other applicable IWC Wage Orders.

20 **SECOND CAUSE OF ACTION**

21 **Failure to Authorize and Permit Rest Periods**

22 **[Cal. Labor Code § 226.7; IWC Wage Order No. 1-2001 § 12 and all other applicable IWC
Wage Orders]**

23 **(Against all DEFENDANTS)**

24 18. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
25 allegations in paragraphs 1 through 17.

26 19. During the CLASS PERIOD, DEFENDANTS had, and continue to have, a policy and
27 practice of failing to authorize and permit PLAINTIFF and CLASS MEMBERS to take rest breaks as
28 required by California Labor Code § 226.7 and IWC Wage Order No. 1-2001 § 12 and all other

1 applicable IWC Wage Orders. As a result of DEFENDANTS' policies and practices as alleged herein,
2 PLAINTIFF and CLASS MEMBERS regularly have been, and continue to be, denied the opportunity
3 to take full, uninterrupted, and timely rest periods as required under California Labor Code § 226.7 and
4 IWC Wage Order No. 1-2001 § 12 and all other applicable IWC Wage Orders.

5 20. DEFENDANTS violated, and continue to violate, California Labor Code § 226.7 and
6 IWC Wage Order No. 1-2001 § 12, and all other applicable IWC Wage Orders, by failing to pay
7 PLAINTIFF and CLASS MEMBERS who were not provided a rest period, in accordance with the
8 applicable Wage Order, one additional hour of compensation at each employee's regular rate of
9 compensation for each work day that a rest period was not provided.

10 21. As a direct and proximate result of the aforementioned violations, PLAINTIFF and
11 CLASS MEMBERS have sustained economic damages, including but not limited to unpaid wages and
12 lost interest, in an amount according to proof at trial, and are entitled to recover economic and statutory
13 damages and penalties and other appropriate relief due to DEFENDANTS' violation of the California
14 Labor Code and IWC Wage Order No. 1-2001 and all other applicable IWC Wage Orders.

15 **THIRD CAUSE OF ACTION**

16 **Failure to Pay Overtime Wages**

17 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 1-2001 § 3**
18 **and all other applicable IWC Wage Orders]**
19 **(Against all DEFENDANTS)**

20 22. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
21 allegations in paragraphs 1 through 21.

22 23. Pursuant to California Labor Code §§ 510 and 1194 and IWC Wage Order No. 1-2001
23 § 3 and all other applicable IWC Wage Orders, an employer must compensate its employees for all
24 overtime at a rate of one and one-half (1 ½) times the regular rate of pay for all hours worked in excess
25 of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the
26 seventh consecutive work day and at a rate of twice the regular rate of pay for all hours worked in
27 excess of twelve (12) hours in any work day and for all hours worked in excess of eight (8) hours on
28 the seventh consecutive day of work in any workweek.

24. During the CLASS PERIOD, DEFENDANTS failed to compensate, and continue to fail

1 to compensate, PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under
2 the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
3 failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay as provided by
4 California Labor Code §§ 510, 511 and 1194 and IWC Wage Order No. 1-2001 § 3, and all other
5 applicable IWC Wage Orders; requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS
6 to work off the clock; requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to work
7 through meal and rest breaks without compensation; illegally and inaccurately rounding and recording
8 time worked by PLAINTIFF and CLASS MEMBERS; and other methods to be discovered.

9 25. In violation of California law, DEFENDANTS failed to pay PLAINTIFF and CLASS
10 MEMBERS overtime wages for all hours worked. As a direct and proximate result, PLAINTIFF and
11 CLASS MEMBERS have suffered, and continue to suffer, substantial losses related to the use and
12 enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to
13 compel DEFENDANTS to fully perform their obligations under state law, resulting in damages in
14 amounts according to proof at time of trial and within the jurisdiction of this Court.

15 26. DEFENDANTS' conduct described herein violated, and continues to violate, California
16 Labor Code §§ 510, 511, 1194 and 1198 and IWC Wage Order No. 1-2001 § 3 and all other applicable
17 IWC Wage Orders. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194 and
18 1197.1 and other applicable provisions under the California Labor Code and IWC Wage Order,
19 PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them
20 by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

21 **FOURTH CAUSE OF ACTION**

22 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

23 **[Cal. Labor Code §§ 201, 202, 203]**

24 **(Against all DEFENDANTS)**

25 27. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
26 allegations in paragraphs 1 through 26.

27 28. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are required to
28 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the

1 time of discharge are due and payable immediately.

2 29. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required to
3 pay all accrued wages due to an employee no later than seventy-two (72) hours after the employee quits
4 his or her employment, unless the employee provided seventy-two (72) hours previous notice of his or
5 her intention to quit, in which case the employee is entitled to his or wages at the time of quitting.

6 30. California Labor Code § 203 provides that if an employer willfully fails to pay, in
7 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged
8 or who quits, the employer is liable for waiting time penalties in the form of continued compensation
9 to the employee at the same rate for up to thirty (30) work days.

10 31. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrue
11 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with California
12 Labor Code §§ 201 and 202.

13 32. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory
14 penalties, including the waiting time penalties provided in California Labor Code § 203, together with
15 interest thereon, as well as other available remedies.

16 33. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF
17 and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the
18 time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts,
19 plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 1194 and
20 2699.

21 **FIFTH CAUSE OF ACTION**

22 **Failure to Furnish Accurate Itemized Wage Statements**
23 **[Cal. Labor Code § 226; IWC Wage Order No. 1-2001, § 7**
24 **and all other applicable IWC Wage Orders]**
25 **(Against all DEFENDANTS)**

26 34. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
27 allegations in paragraphs 1 through 33.

28 35. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed, and
continue to fail, to timely provide PLAINTIFF and CLASS MEMBERS with accurate itemized wage

1 statements in writing showing each employee's gross wages earned, total hours worked, all deductions
2 made, net wages earned, and all applicable hourly rates in effect during each pay period and the
3 corresponding number of hours worked at each hourly rate, in violation of California Labor Code §
4 226 and IWC Wage Order No. 1-2001, § 7, and all other applicable IWC Wage Orders.

5 36. During the CLASS PERIOD, PLAINTIFF and CLASS MEMBERS suffered, and
6 continue to suffer, injury as a result of DEFENDANTS' failure to provide timely and accurate itemized
7 wage statements, as PLAINTIFF and CLASS MEMBERS could not promptly and easily determine
8 from the wage statement alone one or more of the following: the gross wages earned, the total hours
9 worked, all deductions made, the net wages earned, and/or all applicable hourly rates in effect during
10 each pay period and the corresponding number of hours worked at each hourly rate. Moreover,
11 DEFENDANTS' wage statements failed to include premium payments short, late or missed meal
12 and/or rest periods and were inaccurate based upon the hours worked for regular, overtime and total
13 hours worked and wages earned based upon DEFENDANTS' illegal rounding policy that benefited
14 DEFENDANTS.

15 37. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF
16 and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all
17 wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are
18 entitled to all available statutory penalties, including but not limited to civil penalties and an award of
19 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California
20 Labor Code § 226(e), as well as other available remedies.

21 **SIXTH CAUSE OF ACTION**

22 **Failure to Maintain Required Records**

23 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 1-2001, § 7**

24 **and all other Applicable IWC Wage Orders]**

25 **(Against all DEFENDANTS)**

26 38. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
27 allegations in paragraphs 1 through 37.

28 39. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and
practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,

1 DEFENDANTS knowingly and intentionally failed to maintain records as required under California
2 Labor Code §§ 226 and 1174, and IWC Wage Order No. 1-2001, § 7, and all other applicable IWC
3 Wage Orders, including but not limited to the following records: regular and overtime hours worked;
4 total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time
5 records showing when each employee begins and ends each work period; and accurate itemized
6 statements.

7 40. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF
8 and CLASS MEMBERS have been damaged in an amount according to proof at trial, and are entitled
9 to all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS
10 are entitled to all available civil and statutory penalties and an award of costs, expenses, and reasonable
11 attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well
12 as other available remedies.

13 **SEVENTH CAUSE OF ACTION**
14 **Unfair and Unlawful Business Practices**
15 **[Cal. Bus. & Prof. Code § 17200, et seq.]**
16 **(Against all DEFENDANTS)**

17 41. PLAINTIFF incorporate herein by specific reference, as though fully set forth, the
18 allegations in paragraphs 1 through 40.

19 42. Each and every one of DEFENDANTS' acts and omissions in violation of the California
20 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to
21 DEFENDANTS' failure to provide meal periods; DEFENDANTS' failure to authorize and permit rest
22 breaks; DEFENDANTS' failure to pay overtime wages; DEFENDANTS' failure to pay all wages due
23 to discharged and employees; DEFENDANTS' failure to furnish accurate itemized wage statements;
24 DEFENDANTS' failure to maintain required records; DEFENDANTS' illegal rounding practices,
25 constitutes an unfair and unlawful business practice under California Business and Professions Code §
26 17200, et seq.

27 43. DEFENDANTS' violations of California wage and hour laws constitute a business
28 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a
significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS

1 MEMBERS.

2 44. DEFENDANTS have avoided payment of overtime wages, meal periods, rest periods,
3 and other benefits as required by the California Labor Code, the California Code of Regulations, and
4 the applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and pay the
5 correct sums of assessment to the state authorities under the California Labor Code and other applicable
6 regulations.

7 45. As a result of DEFENDANTS' unfair and unlawful business practices, DEFENDANTS
8 have reaped unfair and illegal profits during the CLASS PERIOD at the expense of PLAINTIFF,
9 CLASS MEMBERS, and members of the public. DEFENDANTS should be made to disgorge their ill-
10 gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

11 46. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
12 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited to
13 orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS
14 MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFF and
15 CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS in
16 an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

17 **EIGHTH CAUSE OF ACTION**
18 **Representative Action for Civil Penalties**
19 **[Cal. Labor Code §§ 2698–2699.5]**
20 **(Against All DEFENDANTS)**

21 47. PLAINTIFF incorporates herein by specific reference as though fully set forth the
22 allegations in all preceding paragraphs 1 through 46, with exception of the allegations in paragraph 12
23 and the subparagraphs thereto.

24 48. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor Code
25 § 2699(c), and is a proper representative to bring a civil action on behalf of herself and other current
26 and former employees of DEFENDANTS pursuant to the procedures specified in California Labor
27 Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and the alleged violations of
the California Labor Code were committed against PLAINTIFF.

28 49. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor

1 Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil penalties, including but not limited to
2 penalties under California Labor Code §§ 2699, 210, 226.3, 1174.5, 1197.1, and IWC Wage Order No.
3 1-2001, § 20, and all other IWC Wage Orders, from DEFENDANTS in a representative action for the
4 violations set forth above, including but not limited to violations of California Labor Code §§ 201, 202,
5 203, 204, 226, 226.7, 248.2, 510, 512, 1174, 1197, and 1198. PLAINTIFF also is entitled to an award
6 of reasonable attorneys’ fees and costs pursuant to California Labor Code § 2699(g)(1).

7 50. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on April
8 23, 2021, by online filing to the California Labor and Workforce Development Agency (“LWDA”) and
9 by certified mail to DEFENDANTS of the specific provisions of the California Labor Code and IWC
10 Wage Orders alleged to have been violated, including the facts and theories to support the alleged
11 violations. More than sixty-five (65) days have passed and the LWDA has not provided notice to
12 PLAINTIFF that it intends to investigate the alleged violations.

13 51. Therefore, PLAINTIFF has complied with all of the requirements set forth in California
14 Labor Code § 2699.3 to commence a representative action under PAGA.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, PLAINTIFF, individually and on behalf of all other persons similarly situated,
17 respectfully prays for relief against DEFENDANTS, and each of them, as follows:

- 18 1. For compensatory damages in an amount to be ascertained at trial;
- 19 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well as
20 disgorged profits from DEFENDANTS’ unfair and unlawful business practices;
- 21 3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and
22 IWC Wage Order No. 1-2001, and all other applicable IWC Wage Orders;
- 23 4. For liquidated damages pursuant to California Labor Code §1197.1;
- 24 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
25 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from
26 engaging in the unlawful business practices complained of herein;
- 27 6. For waiting time penalties pursuant to California Labor Code § 203;
- 28 7. For statutory and civil penalties according to proof, including but not limited to all

1 penalties authorized by the California Labor Code §§ 226(e) and 2698–2699.5;

2 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code
3 §§ 218.6, and 1194, California Civil Code §§ 3287 and 3288, and/or any other applicable provision
4 providing for pre-judgment interest;

5 9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194,
6 2699, California Civil Code § 1021.5, and any other applicable provisions providing for attorneys' fees
7 and costs;

8 10. For declaratory relief;

9 11. For an order certifying the First, Second, Third, Fourth, Fifth, Sixth and Seventh Causes
10 of Action as a class action;

11 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF'S counsel
12 as class counsel; and

13 13. For such further relief that the Court may deem just and proper.

14 DATED: April ____, 2022

LAW OFFICE OF SCOTT ERNEST WHEELER

15
16 By: _____
17 Scott Ernest Wheeler

18 *Attorney for Plaintiff and the Putative Class*

19 **DEMAND FOR JURY TRIAL PLAINTIFF**, individually and on behalf of all others
20 similarly situated, hereby demands a trial by jury on all issues so triable.

21 DATED: April ____, 2022

LAW OFFICE OF SCOTT ERNEST WHEELER

22
23 By: _____
24 Scott Ernest Wheeler

25 *Attorney for Plaintiff and the Putative Class*
26
27
28

EXHIBIT 4

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

9 **FISHER & PHILLIPS LLP**

10 Nicole Golob (SBN 190444)
11 Areen Babajanian (SBN 290130)
12 444 South Flower Street, Suite 1500
13 Los Angeles, California 90071
14 Telephone: (213) 402-9577
15 Email: ngolob@fisherphillips.com
16 ababajanian@fisherphillips.com

17 Attorneys for Defendant

18
19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **FOR THE COUNTY OF RIVERSIDE**
21 **HISTORIC COURT HOUSE**
22

23 CINDI VAZQUEZ, individually, and on
24 behalf of all others similarly situated,

25 Plaintiff,

26 v.

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

Defendants.

Case No.: CVRI2103321

[Assigned for all purposes to the Honorable
Sunshine S. Sykes, Department 6]

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

Action Filed: July 10, 2020
Trial Date: None Set

1 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

2 The Court now has before it Plaintiff's unopposed Motion for Preliminary Approval of Class
3 Action Settlement ("Motion"). After reviewing the Motion, the Class Action Settlement Agreement
4 and Release ("Settlement Agreement") and exhibits attached thereto, and good cause appearing
5 therefore, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the settlement memorialized in the
7 Settlement Agreement appears to be fair and adequate, and falls within the range of reasonableness,
8 and therefore meets the requirement for preliminary approval.

9 2. The Court conditionally certifies for settlement purposes the following class (the
10 "Class" or "Settlement Class"):

11 All non-exempt employees of Defendant who worked for Defendant in California from
12 July 9, 2017 until (PRELIMINARY APPROVAL).

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

20 4. The Court appoints, for settlement purposes, Plaintiff Cindi Vazquez as
21 Representative for the Class.

22 5. The Court appoints, for settlement purposes, the Law Office of Scott Ernest
23 Wheeler, as counsel for the Class.

24 6. The Parties are ordered to carry out the Settlement according to the terms of the
25 Settlement Agreement.

26 7. The Court appoints ILYM Group, Inc. as the Settlement Administrator and is ordered
27 to carry out the administration of the settlement according to the terms of the Settlement Agreement.
28

1 8. The Court approves as to form and content: (1) Class Action Settlement Notice
2 (attached hereto as Exhibit A); (2) the Exclusion Form (attached hereto as Exhibit B); and (3) the
3 Objection Form (attached hereto as Exhibit C) (collectively, "the Notice Packet"). The Court
4 finds that the dates selected for the mailing and distribution of the Notice Packet meet the
5 requirements of due process, provide the best notice practicable under the circumstances, and shall
6 constitute due and sufficient notice to all persons entitled thereto.

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

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

21 11. If any Class Member objects to the Settlement Agreement, the objection party is
22 not required, either personally or through counsel: 1) to appear at the hearing on the motion for
23 final approval for that party's objection to be considered; or 2) to file or serve, or to state in the
24 objection, a notice of intention to appear at the hearing on the motion for final approval.

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

1 13. The Court orders the following implementation schedule:

2

Event	Date
Last day for Defendant to provide the Settlement Administrator with the Class Information	
Last day for Settlement Administrator to mail Notice Packet	
Last day for Class Members to submit a Request for Exclusion or Objection	
Last Day to file Motion for Final Approval and Request for Attorneys' Fees and Costs	Per Code.
Final Approval Hearing	

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11 14. The Court approves as to form and content the Notice Packet (attached as Exhibits
12 A, B and C).

13 15. The Court finds that the method of giving notice to the Class constitutes the best
14 means practicable of providing notice under the circumstances. The Court further finds that the
15 Notice Packet and the method of giving notice to the Class meet the requirements of California Code
16 of Civil Procedure § 382, California Rules of Court, Rules 3.766 and 3.769, and due process under
17 the California and United States Constitutions, and other applicable law.

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

22 17. Pending the Final Approval Hearing, all proceedings in this Action, other than
23 proceedings necessary to implement the Settlement and this Order, are stayed.

24 **IT IS SO ORDERED.**

25
26 DATED: _____

HONORABLE SUNSHINE S. SYKES
JUDGE OF THE SUPERIOR COURT

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 *Blue Desert International, Inc., doing business as Hydroquip*, California Superior Court, County of Riverside, Case No. CVRI2103321 (the "Action").

According to Defendant's records, you have been identified as a member of the Class, and therefore are receiving this Notice. Also according to Defendant's records, your estimated share of the "Net Settlement Amount" is \$____ and your share of the PAGA Payment is \$____. Your settlement payment is only an estimate; it may be higher or lower than estimated. See below for additional details.

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 <i>Blue Desert International, Inc., doing business as Hydroquip</i> ("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.
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 don't like the Settlement. 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 non-exempt employees who worked for Defendant in California 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, Plaintiff alleges on behalf of herself and the Class the following claims against Defendant: (1) failure to provide meal periods or compensation in lieu thereof; (2) failure to provide rest periods or compensation in lieu thereof; (3) failure to pay overtime wages; (4) failure to pay all wages owed and due at termination of employment; (5) failure to maintain required records; (6) failure to provide accurate

itemized wage statements; (7) violation of the California Unfair Competition Law; and (8) and violation of the California Private Attorneys' General Act.

Defendant denies any and all wrongdoing and maintains that it has complied with all laws alleged to have been violated in the Operative Complaint. 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 PAGA penalties, and settlement administration costs from Gross Settlement Amount, there will be a Net Settlement Amount of at least \$(ADMIN TO INSERT).

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 ____ Compensable Workweeks in California, and therefore, your PAGA payment is estimated to be \$ ____.

Your settlement payment is only an estimate. Your actual settlement payment 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 to _____. 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 wish to 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 be unable to receive those funds, but 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 in the name of the Class Member to the State of California Controller's Unclaimed Property division.

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 \$17,500. 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 \$10,000. 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 Net Settlement Amount 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, pleaded or that could have been pleaded based on facts and claims asserted in the operative Complaint, including: any and all claims for: (a) failure to prove meal periods; (b) failure to provide rest breaks; (c) failure to pay overtime wages; (d) failure to pay all wages owed and due upon termination; (e) failure to maintain required records; (f) failure to furnish accurate itemized wage statement; (g) violation of California Business & Professions Code section 17200, *et seq.*; and (h) violation of California Private Attorneys' General Act, California Labor Code § 2699, *et seq.*, predicated on any of the violations of the California Labor Code and applicable IWC Wage Order alleged in the operative Complaint. This release shall apply to all claims arising at any point during the Class Period.

In addition, PAGA Aggrieved Employees will release all claims for civil penalties under the PAGA that Plaintiff, on behalf of herself, the State of California, and all PAGA Aggrieved Employees, alleged or that could have been alleged in the operative Complaint and that Plaintiff and PAGA Aggrieved Employees are fully and irrevocably releasing the Released Parties from, in exchange for the consideration provided by this Settlement. PAGA Aggrieved Employees will only release claims alleged in, or that could have been alleged, based on the facts asserted in the PAGA Notice or within the operative Complaint. In particular, the released claims include the underlying purported violations for failure to provide meal and rest periods to non-exempt employees, in violation of Labor Code §§ 226.7, 510, 512, 1194, 1197 and

Wage Order No. 1-2001, §§ 11-12; failure to pay one additional hour of compensation to non-exempt employees at their regular rate of pay for each workday that a meal or rest period is not provided, in violation of Labor Code § 226.7 and Wage Order No. 1-2001, §§ 11(B) and 12(B); failure to pay non-exempt employees overtime wages, and failure to properly calculate overtime wages and minimum wages, in violation of Labor Code §§ 510, 1194, 1198, and Wage Order No. 1-2001, § 3; failure to pay non-exempt employees the unpaid balance of the full amount of overtime compensation, including interest, in violation of Labor Code § 1194; failure to timely pay non-exempt employees all wages due, in violation of Labor Code § 204; willful failure to pay discharged or quitting non-exempt employees all wages due, in violation of Labor Code §§ 201-203; failure to provide accurate itemized wage statements to non-exempt employees in violation of Labor Code §§ 226, 1174, and 1174.5; and failure to maintain required records of non-exempt employees, in violation of Labor Code §§ 1174, 1174.5, and Wage Order No. 1-2001, § 7, including with regard to purported 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 later of: (a) the Court’s final approval of the settlement if no objections by or on behalf of Class Members have been filed and not withdrawn; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

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 _____. 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.

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. If you wish to object in writing, you must mail to the Settlement Administrator at _____, 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 whether you intend to appear at the final approval hearing; (5) state the basis for the Objection, including any legal briefs, papers or memoranda in support of the Objection; and (6) 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 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 6 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 unless filed an objection to the Settlement. 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. 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 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 ON OR BEFORE PRELIMINARY APPROVAL.

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

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 (INSERT DATE OF PRELIMINARY APPROVAL). 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.

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 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.
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If you wish to Object to the Settlement, you may send your own Objection to the Settlement Administrator. You may also object by using this Objection Form, stating why you object to the Settlement, and mailing the Objection Form to the Settlement Administrator at the address below. The Objection must be mailed to the Settlement Administrator and must be postmarked no later than ~~xxxxxx~~, **2022**. Late objections will not be considered. If your Objection is overruled, you will still receive your Settlement Share and you will have released the Released Parties from the Released Claims as provided for in the Notice of Class Action Settlement.

You may also, if you wish, appear at the Final Approval Hearing set for ~~xxxxxx~~, 2022 at ~~xxx~~ in Dept. 6 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 Objection, the Settlement Administrator will notify you of any continuance of the Final Approval Hearing. You may withdraw your objections at any time. You may not present an objection at the Final Approval Hearing unless you have filed a timely Objection that complies with the terms of this Agreement. If you have submitted a Request for Exclusion Form (as discussed above), 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 your Objection by 04/30, 2022 to:

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
