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LAW OFFICES OF SCOTT ERNEST WHEELER
Scott Ernest Wheeler (SBN 187998)
250 West First Street, Suite 216
Claremont, California 91711-4790
Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com

Attorney for Plaintiff and the Putative Class

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

CINDI VAZQUEZ, individually, and on
behalf of all other similarly situated
employees,

Plaintiff,

v.

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

Defendants.

Case No.: CVRI2103321

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

NOTICE OF ENTRY OF JUDGMENT

Action Filed: July 9, 2021
Trial Date: None Set


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TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on March 7, 2023, the Honorable Craig G. Riemer, in Department 1 of the Riverside Superior Court, granted final approval of the class action settlement in this action and issued Judgment. Attached hereto as Exhibit A is a true and correct copy of the Judgment.

DATED: March 7, 2023

LAW OFFICE OF SCOTT E. WHEELER

By: 
SCOTT E. WHEELER

Attorney for Plaintiff and the Putative Class

EXHIBIT A

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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7 Email: sew@scottwheelerlawoffice.com

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAR 07 2023

 **L. Howell**

5 Attorneys for Plaintiff and the Putative Class

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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

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

**ORDER AND JUDGMENT GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

1 **PROPOSED ORDER AND JUDGMENT GRANTING FINAL APPROVAL**

2 On November 29, 2022, 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, Inc. (“Defendant”). Plaintiff now seeks an order
5 granting final approval of the Class Action Settlement Agreement and Release and exhibits
6 attached thereto (“Settlement Agreement”), attached to the Declaration of Scott Ernest Wheeler In
7 Support of the Motion for Preliminary Approval of Class and PAGA Settlement Filed on Behalf of
8 Plaintiff Cindi Vazquez, filed on July 6, 2022, the Amended Class Action Settlement Agreement
9 and Release (“Amended Settlement Agreement”), attached to the Declaration of Scott Ernest
10 Wheeler In Support of Renewed Motion for Preliminary Approval of Class Action Settlement
11 Filed on Behalf of Plaintiff Cindi Vazquez, filed on September 8, 2022; and Addendum To
12 Amended Class Action Settlement Agreement and Release (“Addendum”) and exhibits attached
13 thereto, attached to the First Supplemental Declaration of Scott Ernest Wheeler In Support of
14 Renewed Motion for Preliminary Approval of Amended Class Action Settlement Filed on Behalf
15 of Plaintiff, Cindi Vazquez, filed on October 17, 2022.

16 The Court preliminarily approved that this litigation could be maintained as a class action
17 for settlement purposes and, therefore, it conditionally certified the following Class (the “Class” or
18 “Settlement Class”) for settlement purposes:
19

20 All hourly employees who worked for Defendant in California at any time
21 from July 9, 2017 through November 23, 2022.

22 (Amended Class Action Settlement Agreement and Release, paragraphs 2 and 8).
23

24 The Class Period is from July 9, 2017, through November 23, 2022.
25

26 The court conditionally certifies for settlement purposes the portion of this settlement
27 regarding the Private Attorneys General Act (“PAGA Aggrieved Employees):
28

1 All hourly employees who worked for Defendant in California at any time
2 from May 5, 2020, through November 23, 2022.

3 The PAGA Period means the time from May 5, 2020, through November 23, 2022.
4 (Amended Class Action Settlement Agreement and Release, paragraph 25).

5 The Court appointed, for settlement purposes, the Law Offices of Scott E. Wheeler as
6 Class Counsel, Plaintiff as representative for the Class, and ILYM Group, Inc., as the Settlement
7 Administrator.

8 The Court further directed the Parties to provide notice to the Class, which informed Class
9 Members of: (a) the proposed Settlement and the Settlement's key terms; (b) the date, time, and
10 location of the Final Approval Hearing; (c) the right of any Class Member to object to the
11 proposed Settlement, and an explanation of the procedures to exercise that right; (d) the right of
12 any Class Member to exclude themselves from the proposed Settlement, and an explanation of the
13 procedures to exercise that right; and (e) an explanation of the procedures for Class Members to
14 participate in the proposed Settlement.
15

16 Thereafter, Plaintiff filed an unopposed Motion for Final Approval of Class Action
17 Settlement ("Motion for Final Approval") and supporting documents. The Court, upon Notice
18 having been given in full compliance with the Preliminary Approval Order, and having considered
19 the proposed Settlement, as well as all papers filed in support of the Motion for Final Approval,
20 hereby **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**
21

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

24 2. The Settlement is in all respects fair, reasonable, and adequate, and it is hereby
25 approved.
26

27 3. The Settlement Class, defined as: "All hourly employees who worked for
28 Defendant in California at any time from July 9, 2017, through November 23, 2022" is certified as

1 a Class for settlement purposes.

2 4. The portion of the settlement regarding the Private Attorneys General Act (“PAGA
3 Aggrieved Employees), defined as: “All hourly employees who worked for Defendant in
4 California at any time from May 5, 2020, through November 23, 2022” is approved for settlement
5 purposes.
6

7 5. The Notice provided to the Settlement Class conforms with the requirements of
8 California Code of Civil Procedure section 382, California Civil Code section 1781, California
9 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
10 applicable law, and constitutes the best notice practicable under the circumstances, by providing
11 individual notice to all Class Members who could be identified through reasonable effort, and by
12 providing due and adequate notice of the proceedings and of the matters set forth therein to the
13 other Class Members. The Notice fully satisfied the requirements of due process.
14

15 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
16 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
17 requirements for final approval of this class action settlement under California law, including the
18 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
19 3.769.
20

21 7. As set forth in the Declaration of Nicole Bench of ILYM Group, Inc., In Support of
22 Motion for Final Approval of Class Action Settlement, no Class Members have objected to the
23 Settlement and zero Class Members have requested to be excluded from the Settlement. The
24 positive response of the Class underscores that the Settlement is fair, reasonable, and adequate.

25 8. Upon entry of this Order, compensation to the participating members of the
26 Settlement Class shall be effected pursuant to the terms of the Settlement Agreement, Amended
27 Settlement Agreement and Addendum.
28

1 9. All envelopes transmitting settlement distribution to Settlement Class Members
2 shall bear the notation, “**YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.**”

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

6 11. ILYM Group shall mail a reminder postcard to any Class Member whose
7 settlement distribution check has not been negotiated within sixty (60) days after the date of
8 mailing.

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

13 13. If a settlement check is not cashed, deposited, or otherwise negotiated within the
14 one hundred and eighty (180) day deadline by a Class Member, the check will be voided, and the
15 funds associated with any such voided checks shall be distributed in the name of the Class
16 Member to the State of California Controller’s Unclaimed Property division.

17 14. Plaintiff’s enhancement award is denied.

18 15. The Court awards Class Counsel attorneys’ fees in the amount of \$112,000 which
19 are reasonable and are hereby approved by the Court.

20 16. The Court finds that the awarded attorneys’ fees are reasonable under the
21 percentage of the fund method. *See Laffitte v. Robert Half Internat, Inc.* (2016) 1 Cal.5th 480, 503.
22 Specifically, the Gross Settlement Amount of \$340,000 represents a true common fund, as there is
23 no claims process and no money under the Settlement will revert to Defendant. The Court finds
24 Class Counsel’s attorney’s fees in the amount of \$112,000, are fair, reasonable and appropriate.
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1 The Court has also reviewed the Declaration of Scott E. Wheeler and finds that Class Counsel has
2 incurred a lodestar of \$201,795. The Court finds that the hours Class Counsel dedicated to
3 litigating this case, and their requested hourly rates, are fair, reasonable and appropriate. Thus, the
4 Court awards attorney's fees of \$112,000 are also reasonable under the lodestar method.

5
6 17. The Court approves the payment of attorney's fees to Class Counsel in the amount
7 of \$112,000 and reimbursement of reasonable litigation expenses in the amount of \$11,543.98 to
8 the Law Office of Scott E. Wheeler, and Defendant shall cause these sums to be paid to Class
9 Counsel in accordance with the terms of the Settlement Agreement, Amended Settlement
10 Agreement and Addendum.

11 18. The Court approves the payment of actual settlement administration costs in the
12 amount of \$5,100.00 to ILYM Group, Inc., and Defendant shall cause this sum to be paid to
13 ILYM Group, Inc., in accordance with the terms of the Settlement Agreement.

14
15 19. The Court approves and orders payment in the amount of \$22,500 (which
16 represents 75% of the \$30,000 allocated for the PAGA payment) to the California Labor and
17 Workforce Development Agency, and \$7,500 to the aggrieved employees (which represents 25%
18 of the \$30,000 allocated for the PAGA payment) which represents a fair and equitable sum for
19 resolution of claims raised pursuant to California Labor Code section 2698, *et seq.*, and Defendant
20 shall cause this sum to be paid to the LWDA and aggrieved employees in accordance with the
21 terms of the Settlement Agreement, Amended Settlement Agreement and Addendum.

22
23 20. The Gross Settlement Fund, the Net Settlement Fund, and the methodology used to
24 calculate and pay each Settlement Class Member's individual settlement payment are fair and
25 reasonable, and the Court authorizes the Settlement Administrator to issue individual settlement
26 payments to each Settlement Class Member in accordance with the terms of the Settlement
27 Agreement, Amended Settlement Agreement, and Addendum.

28

1 21. Upon the Effective Date, Plaintiff and all members of the Settlement Class, shall
2 have, by operation of this Order and Judgment, fully, finally, and forever released, relinquished,
3 and discharged Defendant from all Released Claims as defined by the terms of the Settlement
4 Agreement, Amended Settlement Agreement, and Addendum.

5 22. Judgment in this matter is entered in accordance with the terms of the Settlement
6 Agreement, Amended Settlement Agreement, and Addendum, the Court’s Preliminary Approval
7 Order, and this Final Approval Order against Defendant in favor of Plaintiff and the Settlement
8 Class. This Judgment is intended to be a final disposition of the above captioned action in its
9 entirety and is intended to be immediately appealable.

10 23. This Court shall retain jurisdiction with respect to all matters related to the
11 administration and consummation of the Settlement, to enforce the terms of the judgment, and any
12 and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including
13 but not limited to all matters related to the Settlement and the determination of all controversies
14 relating thereto.

15 24. Class Counsel shall file a Notice of Entry of Order and Judgment Granting Final
16 Approval, and provide the same to ILYM Group, Inc., who shall post the Order and Judgment on
17 its website within seven (7) calendar days after entry of the Order and Judgment. ILYM Group,
18 Inc., shall post a copy of this signed judgment for one hundred and eighty (180) calendar days on
19 its website in compliance with Rule 3.771(b) of the California Rules of Court in order to provide
20 notice to the Class Members of this Order and Judgment. ILYM Group, Inc., shall also provide a
21 mailed copy of the Notice of Entry of Order and Judgment to Class Members.

22 25. The Notice of Entry of Judgment shall state the following:

23 **“TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**
24 **PLEASE TAKE NOTICE** that on March 7, 2023, the Honorable
25 Craig G. Riemer, in Department 1 of the Riverside County Superior
26 Court, granted final approval of the class action settlement in this action
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and issued Judgment. Attached hereto as Exhibit A is a true and correct copy of the Judgment.”


26. A Final Report (Nonappearance) Hearing regarding compliance with the terms of the Settlement is set for November 7, 2023, at 8:30 a.m. in Department 1. A report from ILYM Group, Inc., regarding distribution of the Settlement funds shall be filed no later than October 31, 2023. The report from ILYM Group, Inc., shall be in the form of a Declaration from the Settlement Administrator, by a declarant with personal knowledge of the facts, and shall describe: (i) the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the disposition of those unclaimed funds.

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

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

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED: March 7, 2023



HONORABLE CRAIG G. RIEMER
JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 250 West First Street, Suite 216, Claremont, California 91711.

On March 7, 2023, I served the foregoing documents, described as

NOTICE OF ENTRY OF JUDGMENT

on all interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

FISHER & PHILLIPS LLP
Nicole Golob Minkow, Esq.
Areen Babajanian, Esq.
Ariella Kupetz, Esq.
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Email: ababajanian@fisherphillips.com
ngolob@fisherphillips.com
akupetz@fisherphillips.com

 X **(BY U.S. MAIL)** I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Claremont, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation postage meter date is more than one day after date of deposit for mailing in affidavit.

 X **(BY ELECTRONIC MAIL)** I sent such document via electronic mail to the electronic mail address(es) noted above.

 X **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 7, 2023, at Claremont, California.

Yorana Caudillo

YOVANA CAUDILLO