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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
JUL 21 2023
C. Martinez

Attorneys for Plaintiff and the Settlement Class

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

Fidel Torres, Consuelo Alcala, and Francisco Munoz, individually and on behalf of all others similarly situated,

CASE NO. RIC1821431

[Assigned to Honorable Manuel Bustamante, Department PS2]

Plaintiff,

CLASS ACTION

vs.

[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT PURSUANT TO THE TERMS OF JOINT STIPULATION RE: CLASS ACTION SETTLEMENT

D/T Carson Enterprises, Inc., a California corporation; **Complete Coach Works**, a California corporation; **Carson Capital Corp**, a California corporation; **Dale Carson**, an individual; and **Does 4-10**, inclusive,

Date: July 21, 2023 [Reserved]
Time: 8:30 a.m.
Dept.: PS2

Defendants.

1 Plaintiffs' Unopposed Motion for Preliminary Approval of the proposed settlement of this
2 action on the terms set forth in the Joint Stipulation of Settlement and Release of Class Action (the
3 "Settlement" or "Stipulation") came on for hearing on July 21, 2023.

4 Having considered the Settlement, all papers and proceedings held herein, and having
5 reviewed the entire record in this action, Case No. RIC1821431, entitled *Fidel Torres v. D/T. Carson*
6 *Enterprises, Inc., et. al.* (the "Action"), and good cause appearing, the Court finds that:

7 WHEREAS, Plaintiffs Fidel Torres, Consuelo Alcala, and Francisco Munoz ("Plaintiffs"
8 or "Class Representatives"), have alleged claims against Defendants D/T Carson Enterprises, Inc;
9 Complete Coach Works; Carson Capital Corp; and Dale Carson ("Defendants") as individuals and
10 on behalf of all others similarly situated, comprising: "all current and former non-exempt, non-
11 driver, hourly employees of Defendants in California who worked at least one shift of 3.5 hours or
12 more during the period from October 18, 2014 through May 25, 2023 ("Class Members"); and

13 WHEREAS, Plaintiffs assert class, PAGA, and individual claims in the Action against
14 Defendants for: 1) failure to provide rest periods or premium pay in lieu thereof; 2) failure to provide
15 complete and accurate wage statements; 3) failure to pay earned wages when due; 4) unfair business
16 practices; and 5) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal.
17 Lab. Code §§ 2698, *et seq.* ("PAGA").

18 WHEREAS, Defendants expressly deny the allegations of wrongdoing and violations of law
19 alleged in this Action, and further deny any liability whatsoever to Plaintiff or to the Class Members;
20 and

21 WHEREAS, without admitting any liability, claim, or defense, Plaintiffs and Defendants
22 (collectively, the "Parties") determined that it was mutually advantageous to settle this Action and
23 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

24 WHEREAS, the Parties agreed to resolve the Action and entered into the Joint Stipulation
25 re: Class Action Settlement on May 25, 2023, which provides for the final resolution of all class,
26 PAGA, and individual claims asserted by Plaintiff against Defendants in the Action, on the terms
27 and conditions set forth in the Stipulation, subject to the approval of this Court;

28 NOW, therefore, the Court grants preliminary approval of the Settlement, and

1 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

2 1. To the extent defined in the Stipulation, incorporated herein by reference, the terms
3 in this Order shall have the meanings set forth therein.

4 2. The Court has jurisdiction over the subject matter of this Action, Defendants, and
5 the Class.

6 3. The Court hereby grants preliminary approval of the Settlement and Stipulation as
7 fair, reasonable, and adequate in all respects to the Class Members, and orders the parties to
8 consummate the Settlement in accordance with the terms of the Stipulation.

9 4. The Class is defined as follows: “all current and former non-exempt, non-driver,
10 hourly employees of Defendants in California who worked at least one shift of 3.5 hours or more
11 during the period from October 18, 2014 through May 25, 2023.”

12 5. The Court has determined that the Class Notice, attached to the Joint Stipulation as
13 Ex. A, and attached to this Order as **Exhibit 1**, fully and accurately informs all persons in the Class
14 of all material elements of the proposed Settlement, constitutes the best notice practicable under
15 the circumstances, and constitutes valid, due, and sufficient notice to all Class Members.¹ The
16 Court Orders the Settlement Administrator to provide the Class Notice, inclusive of the Exclusion,
17 Objection, and Share Forms, to the Class in the manner set forth in the Settlement.

18 6. The plan of distribution as set forth in the Stipulation providing for the distribution
19 of the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair,
20 reasonable, and adequate.

21 7. The Court preliminarily appoints as Class Counsel the following attorneys: Elliot J.
22 Siegel and Julian Burns King of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles,
23 California 90014.

24 8. The Court preliminarily approves the payment of attorneys’ fees in the amount of
25

26 _____
27 ¹ The Settlement Administrator shall file a declaration concurrently with the filing of any motion for
28 final approval, authenticating a copy of every Exclusion and/or Objection Form received by the
administrator. Further, the Settlement Administrator shall provide notice to any objecting party of
any continuance of the hearing on the motion for final approval.

1 \$483,333.33 (or one-third of the Maximum Settlement Amount) to Class Counsel, which shall be
2 paid from the Maximum Settlement Amount.

3 9. The Court preliminarily approves the payment of incurred reasonable costs in an
4 amount not to exceed \$135,000.00 to Class Counsel, which shall be paid from the Maximum
5 Settlement Amount as defined in the parties' Stipulation.

6 10. The Court preliminarily approves a payment in the amount of \$105,000.00 to the
7 California Labor & Workforce Development Agency, representing the State of California's portion
8 of civil penalties under PAGA (or 75% of \$140,000), which shall be paid from the Maximum
9 Settlement Amount.

10 11. The Court preliminarily approves the payment of incurred reasonable settlement
11 administration costs to the Settlement Administrator, which shall be CPT Group, Inc., in an amount
12 not to exceed \$25,000, which shall be paid from the Maximum Settlement Amount.

13 12. The Court preliminarily approves an enhancement award to each of the Class
14 Representatives, Fidel Torres, Consuelo Alcala, and Francisco Munoz, in the amount of
15 \$10,000.00 which amount shall be paid from the Maximum Settlement Amount.

16 13. The Court preliminarily approves the California Bar's Justice Gap Fund as the *cy*
17 *pres* beneficiary for all uncashed funds.

18 14. This Preliminary Approval Order and the Stipulation, and all papers related thereto,
19 are not, and shall not be construed to be, an admission by Defendants of any liability, claim, or
20 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or
21 wrongdoing in this Action or in any other proceeding.

22 15. In the event that the Settlement does not become effective in accordance with the
23 terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to
24 the extent provided by and in accordance with the Stipulation and shall be vacated. In such event,
25 all orders entered and releases delivered in connection herewith shall be null and void to the extent
26 provided by and in accordance with the Stipulation, and each party shall retain his or its rights to
27 proceed with litigation of the Action.

28

16. The Court orders the following Implementation Schedule² for further proceedings:

2	a.	Deadline for Defendants to submit Class Member data to the Settlement Administrator	_____ [10 calendar days from the date of the Court's Order Granting Preliminary Approval].
4	b.	Deadline for the Settlement Administrator to mail Notice of the Settlement to the Class Members	_____ [10 calendar days following the Settlement Administrator's receipt of Class data]
6	c.	Deadline for Class Members to postmark Requests for Exclusion from the Settlement	_____ [30 calendar days after the Settlement Administrator mails the Notice]
8	d.	Deadline for Class Members to submit objections to the Settlement	_____ [30 calendar days after the Settlement Administrator mails the Notice, unless the Settlement Administrator is required to re-mail the notice, in which case the deadline shall be extended by 15 calendar days]
11	e.	Settlement Administrator to provide update to Class Counsel regarding Requests for Exclusion, disputed amounts, and claims made for inclusion of the Settlement, including authenticating any requests for exclusion or objections.	_____ [30 days prior to the Final Approval Hearing]
16	f.	Deadline for Class Counsel to file the Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	_____ [16 Court days prior to the Final Settlement Approval Hearing]
19	g.	Final Settlement Approval Hearing	<u>OCTOBER 19</u> , 2023 at <u>8:30</u> <u>a.m./p.m.</u>
21	h.	Settlement Administrator to Provide an Accounting of Funds	_____ [5 calendar days following the Effective Date of the Settlement]
23	i.	Deadline for Defendants to deposit the entire Maximum Settlement Amount under the Settlement, plus all employer-side payroll taxes to the Settlement Administrator	_____ [30 calendar days following the Effective Date of the Settlement]
25	j.	Deadline for Settlement Administrator to distribute	_____ [5 calendar days following receipt by the Settlement Administrator of the Maximum

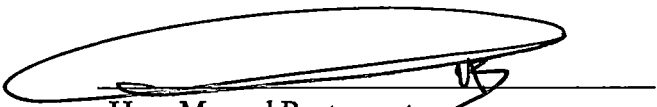
² If any date provided for by the Stipulation falls on a weekend or court holiday, the time to act shall be extended to the next business day, and will be as stated in this Implementation Schedule.

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payments to: (a) the Settlement Administrator; (b) the Labor and Workforce Development Agency; (c) Class Representatives; and (d) Class Counsel, in the amount approved by the Court in the Final Approval. The Settlement Administrator shall also send to Participating Class Members their Individual Settlement Payments	<i>Settlement Amount</i>
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IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 7/21/23



Hon. Manuel Bustamante
Riverside County Superior Court Judge

Exhibit 1

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

Fidel Torres v. D/T. Carson Enterprises, Inc., et. al.,
Superior Court of the State of California, Riverside County
Case No. RIC1821431

*You are **not** being sued. This is **not** an advertisement. This notice affects your rights.*

YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice of Class Action Settlement because D/T Carson Enterprises, Inc.'s records show you are what is called a "Class Member," and are therefore entitled to a payment from this class action settlement ("Settlement"). Class Members are all current and former non-exempt, non-driver, hourly employees of D/T Carson, Complete Coach Works, and/or Carson Capital Corp. who worked at least one shift of 3.5 hours or more in California during the period from October 18, 2014 through May 25, 2023 ("Class Period").

On _____, the Honorable Manuel Bustamante of the Superior Court of California for the County of Riverside granted preliminary approval of this Class Action Settlement and ordered that all Class Members be notified of the Settlement.

Unless you choose not to participate in the Settlement (in other words, should you choose to "opt out") by following the procedures described below, you will be considered a Participating Class Member. If the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement fund, which is estimated to be <<estAmount>>.

IF YOU STILL WORK FOR D/T CARSON ENTERPRISES, INC., PARTICIPATION IN THIS SETTLEMENT WILL NOT AFFECT OR DISRUPT YOUR WORK IN ANY MANNER. YOU WILL NOT BE RETALIATED AGAINST BY DEFENDANTS FOR YOUR PARTICIPATION.

California law strictly prohibits retaliation. Defendants are prohibited by law from taking any adverse action against any Class Member or otherwise targeting, retaliating, or discriminating against any Class Member because of the Class Member's participation in or decision not to participate in this Settlement.

Questions? Contact the Settlement Administrator toll free at _____

What Is This Case About?

Fidel Torres, Consuelo Alcala, and Francisco Munoz were employees of Defendants. They are the “Plaintiffs” in this case and are suing D/T Carson Enterprises, Inc.; Complete Coach Works; Carson Capital Corp.; and Dale Carson (“Defendants”) on behalf of themselves and all Class Members. Plaintiffs have alleged that Defendants broke the law by failing to provide Class Members with the ability to take their 10-minute rest periods off-site and free from all control by Defendants.

Plaintiffs therefore sued Defendants, alleging they 1) failed to provide rest periods or premium pay in lieu thereof; 2) failed to provide complete and accurate wage statements; 3) failed to pay earned wages when due; 4) violated California’s Unfair Competition Law, codified at California Business and Professions Code sections 17200, *et seq.* and 5) are subject to associated penalties under the California Labor Code and California Private Attorneys General Act¹ (“PAGA”).

This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations raised in the Action or the merits of the claims or defenses asserted. The Court has made no ruling on the merits of Plaintiffs’ claims or Defendants’ defenses thereto.

Defendants are not admitting to any allegations or wrongdoing in this case, and in fact expressly deny that any of its practices at issue in this lawsuit were or are unlawful. Specifically, Defendants assert that the Class Members were properly compensated at all times during the Class Period. Defendants further assert that D/T Carson Enterprises, Inc. has and had during the Class Period lawful wage-and-hour policies, practices, and procedures, including legally compliant timekeeping policies.

Plaintiffs entered into settlement discussions with Defendants in an attempt to resolve the disputed claims in this case. On April 19, 2023, the Parties negotiated a settlement on behalf of themselves and the Class Members with the assistance of a third-party mediator. The Parties’ agreement has been documented in a Joint Stipulation of Settlement and Release of Class Action (“Joint Stipulation”).

The Court has preliminarily approved the Joint Stipulation. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing. The Final Fairness and Approval Hearing (“Hearing”) on the adequacy, reasonableness, and fairness of the Settlement will be held at _____ on _____, in Department PS2 of the Superior Court of California for the County of Riverside, 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262. You are not required to attend the Hearing.

¹ The Private Attorneys General Act (“PAGA”) allows private litigants to sue companies for certain types of alleged violations of law dealing with wages and conditions of work, including the failure to provide rest periods, and—if successful—obtain civil penalties that are then split between impacted employees and the State, with 75% of penalties going to the State and 25% going to the impacted employees.

Attorneys for Plaintiffs and the Class Members (“Class Counsel”) are:

Elliot J. Siegel
Julian Burns King
KING & SIEGEL LLP
(213) 465-4802
724 S. Spring Street, Ste. 201
Los Angeles, California 90014

Class Counsel has investigated and researched the facts and circumstances underlying the issues raised in this case and the applicable law. While Class Counsel believes Plaintiff’s claims in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Because of this, Class Counsel believes the proposed Settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and the Class Members for \$1,450,000.00 (“Maximum Settlement Amount”).

The Maximum Settlement Amount includes: (1) Individual Settlement Payments to Participating Class Members; (2) a \$10,000 service payment to each Representative Plaintiff for their time and effort in pursuing this case and in exchange for a general release of claims against Defendants, subject to Court approval; (3) Settlement Administration Costs not to exceed \$25,000; (4) \$105,000 to the California Labor & Workforce Development Agency, representing the State of California’s portion of civil penalties under PAGA (or 75% of the \$140,000 allocated to PAGA penalties); and (5) subject to Court approval of an application for fees and costs, an award of up to \$483,333.33 in attorneys’ fees and up to \$135,000 in litigation costs and expenses to Class Counsel.

After deducting the service payments to Plaintiff, the Settlement Administration Costs, the portion of the PAGA payment to be paid to the California Labor and Workforce Development Agency, and attorneys’ fees and costs/expenses, a total of approximately \$693,166.67 will be available to Class Members who do not opt out of the Settlement (“Net Settlement Amount”). Employer-side payroll taxes will be paid by D/T Carson Enterprises, Inc. outside of the Maximum Settlement Amount.

Plan of Distribution to Class Members

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of weeks a Participating Class Member worked during the Class Period (“Workweeks”). Specific calculations of Individual Settlement Payments will be made as follows:

- a. The Settlement Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in

Questions? Contact the Settlement Administrator toll free at _____

Defendants' possession, custody or control.² Workweeks are determined by calculating the number of days each Class Member actually worked during the Class Period, dividing by seven (7). Class Members' Individual Workweeks shall be calculated to the nearest hundredth of a full workweek.

- b. Using the Class Data, the Settlement Administrator will calculate the total Workweeks for all Settlement Class Members by adding the number of Workweeks worked by each Settlement Class Member during the Class Period. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member.
- c. In calculating Workweeks, the Settlement Administrator will weight all Workweeks worked after June 15, 2019 through the end of the Release Period as 1/20 the "value" of each Workweek worked from October 18, 2014 through June 15, 2019. It is the intent of this weighting of Workweeks to account for the relative strength of the Class' claims throughout the Release Period in light of Defendants' issuance of the June 2019 Memorandum and 2020 Handbook in which they contend they authorized and permitted off-premises rest periods as a matter of policy and practice.
- d. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Settlement Payments.
- e. Using the Class Data, the Settlement Administrator will calculate the total number of pay periods in the PAGA Period³ and will divide each Class Member's individual number of eligible pay periods in the PAGA Period to determine their pro rata portion of the portion of the PAGA Payment allocated to each Aggrieved Employees. Class Members' PAGA Payments shall be calculated to the nearest hundredth of a full workweek, as set forth above.
- f. According to Defendants' records, you worked <<Workweeks>> Workweeks during the Class Period and you <<Are_AreNot>> a former employee. Accordingly, your estimated payment pursuant to the terms of the Settlement is approximately <<estAmount>>.

² Defendants' Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Defendants. The Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.

³ The PAGA Period is the period from February 13, 2018 through [date of the execution of the Stipulation of Settlement].

- g. The estimated range of recovery for Class Members is [highest recovery] and [lowest recovery].

If you believe the information provided above as to the number of your Individual Workweeks is incorrect and you wish to dispute it, please submit the Challenge Form attached to your Share Form to the Settlement Administrator at *Torres v. D/T Carson Enterprises, Inc.* Settlement Administrator, c/o _____ no later than 30 days after the date this Notice of Class Action Settlement was mailed to you. If you dispute the information stated above, the information provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation (“Disputes”), must be postmarked no later than _____. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

Class Member Tax Matters

IRS Forms W-2 and 1099-MISC will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments Class Members receive under the Settlement. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 33% of each Individual Settlement Payment will be allocated to alleged unpaid wages, 33% will be allocated as alleged unpaid civil penalties, and 34% will be allocated to interest. Again, please consult with a tax advisor regarding the significance of how each Individual Settlement Payment is allocated between wages, penalties, and interest. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your Individual Settlement Payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1** and the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”) against the Released Parties for the Release Period

The Released Claims include:

All claims made in the Complaint or all claims that reasonably could have been alleged based on the factual allegations contained in the operative complaint and LWDA letters, including but not limited to all of the following claims for relief: 1)

Questions? Contact the Settlement Administrator toll free at _____

failure to provide rest periods or premium pay in lieu thereof; 2) failure to provide complete and accurate wage statements; 3) failure to pay earned wages when due; 4) unfair business practices; and 5) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”).

Released Parties means:

Defendants D/T Carson Enterprises, Inc.; Complete Coach Works; Carson Capital Corp.; Alberto Tarajano; and Dale Carson.

The Release Period means the period from October 18, 2014 through [the date of execution by all Parties of the long form settlement agreement].

Option 2 – Opt-Out of the Settlement

You will be treated as a participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator, in writing, not later than [date], that you wish to opt-out.

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written “Request for Exclusion from The Class Action Settlement” letter or card to the Settlement Administrator postmarked no later than _____. Your written request must expressly and clearly state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *TORRES V. D/T CARSON ENTERPRISES INC., ET. AL.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

The written request for exclusion must include your name, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Torres v. D/T Carson Enterprises Inc. Settlement Administrator

c/o _____

Telephone: _____

The written request to be excluded from the Settlement must be postmarked to the Settlement Administrator not later than _____ [30 days from mailing]. If you submit a request for exclusion which is not postmarked by _____, your request for exclusion will be rejected, and you will be included in the Settlement Class.

Questions? Contact the Settlement Administrator toll free at _____

If you choose **Option 2**, you will no longer be a Class Member. Therefore, you (1) will **not** receive any payment from the Settlement, with the exception of your pro-rata portion of the employee portion of the settlement of the PAGA cause of action to which allegedly Aggrieved Employees are entitled to; (2) will not be deemed to have released any claims due to this Settlement with the exception of the PAGA cause of action, and (3) will be barred from filing an objection to the Settlement.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement, you can mail a written objection to the Settlement Administrator. Your objection should provide: your full name, address and telephone number, the last four digits of your Social Security Number, the dates you were employed by D/T Carson Enterprises, Inc. in California, and your objections to the Settlement, including each specific reason in support of each objection and any legal support for each objection together with any evidence in support of your objection. Your objection should be mailed to the Settlement Administrator on or before _____.

You may also appear at the Final Fairness and Approval Hearing set for _____ at _____ in Department PS2 of the Superior Court of California for the County of Riverside located at 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262, and discuss your objections with the Court and the Parties at your own expense. You may appear at the Hearing regardless of whether you submitted a written objection. You may also retain an attorney to represent you at the Hearing at your own expense. All objections or other correspondence must state the name and number of the case, which is *Fidel Torres v. D/T Carson Enterprises Inc., et. al.*, Riverside County Case Number No. RIC1821431.

If you choose **Option 3**, you will still be entitled to the money from the Settlement. You will remain a member of the Settlement Class, and if the Court overrules your objections and approves the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement in the same way as Class Members who do not object, including being deemed to have released the Released Claims. You cannot both object to the settlement and exclude yourself. You must choose one option only.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Riverside, during regular business hours of each court day.

Questions? Contact the Settlement Administrator toll free at _____

All questions by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

You can view a copy of the Preliminary Approval Order and this Notice at [www._____](http://www._____.). If the Court gives final approval after the Final Fairness and Approval Hearing, a copy of that order will be posted on the website within 10 days of entry of final approval.

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE.

Questions? Contact the Settlement Administrator toll free at _____

Share Form

Fidel Torres v. D/T Carson Enterprises, Inc., et al.
Superior Court of the State of California, Riverside County
Case No. RIC1821431

For all persons who are or previously were employed by any of D/T Carson, Complete Coach Works, Carson Capital Corp. (“Defendants”) in the State of California as a non-exempt, non-driver employee and worked at least one shift of 3.5 hours or more from October 18, 2014 to [Preliminary Approval or June 22, 2023, whichever is earlier].

Your Estimated Payment

Your total Individual Settlement Payment is currently estimated at \$ _____. Your estimated pro-rata share of the Net Settlement Amount, as defined in the accompanying Notice of Proposed Class Action Settlement and Hearing Date for Court Approval (“Notice”), is: ____%. Your estimated pro-rata share may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement. The Net Settlement Amount to be distributed to all Class Members who do not opt-out of the settlement is currently estimated to be \$ _____.

Your estimated award is based on your pro-rata percentage of the Net Settlement Amount. Your award is calculated based on your Workweeks as a non-exempt employee in California during the Class Period, as a percentage of all of Class Members’ Workweeks in California during the Class Period, as adjusted per the allocation method set forth in the Joint Stipulation of Settlement and Release of Class Action and the accompanying Notice. “Workweeks” means the number of weeks actually worked by each Class Member as a non-exempt employee during the Class Period. Workweeks are determined by calculating the number of days each Class Member actually worked during the Class Period and dividing by seven (7). Class Members’ Individual Workweeks shall be calculated to the nearest hundredth of a full workweek. Defendant’s payroll records show that during the Class Period, you worked a total of _____ Workweeks.

YOU DO NOT NEED TO DO ANYTHING IN ORDER TO RECEIVE MONEY UNDER THE SETTLEMENT.

If you believe the total number of your Workweeks during the Class Period (listed above) is accurate, you do not need to take any further action in order to receive your payment.

TO CHALLENGE THE NUMBER OF YOUR WORKWEEKS DURING THE CLASS PERIOD, THE SHARE FORM AND THE CHALLENGE PORTION OF THE FORM BELOW MUST BE SIGNED AND POSTMARKED NO LATER THAN [DATE].

CHALLENGE FORM

Important:

1. You do **NOT** have to complete this part of the Share Form if the total number of your Workweeks during the Class Period as stated above is accurate.
2. If you do submit this form, it is strongly recommended that you keep proof of timely mailing of this form until receipt of your settlement payment.
3. If you change your mailing address, please provide your new mailing address to the Settlement Administrator. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

Check the box below ONLY if you wish to challenge the total number of your Workweeks as stated above. All fields on this Challenge Form must be complete for your challenge to be accepted:

- I wish to challenge the total number of my Workweeks. I have included a written statement detailing what I believe to be the correct number of weeks I was employed as an hourly, non-exempt employee in California during the Class Period. I have also included information and/or documentary evidence that support my challenge. I understand that by submitting this challenge I authorize the Settlement Administrator to review Defendant's records and determine the validity of my challenge.

Signature

Name of Class Member _____ [preprinted]

Class Member ID Number (from address label): _____ [preprinted]

I believe that the correct number of Workweeks I was employed by Defendant as an hourly, non-exempt employee in California during the Class Period is: _____

The following is a statement of my reasons and documentation to support this number of Workweeks:

[Attach documentation and use separate page(s) as necessary]

Mail to: insert address

OBJECTION FORM

Fidel Torres v. D/T. Carson Enterprises, Inc., et. al.,
Superior Court of the State of California, Riverside County
Case No. RIC1821431

If you wish to remain a Class Member, but you object to the proposed Settlement (or any of its terms) and want the Court to consider your objection at the Final Fairness Hearing, then you may use this form. Only return this form if you wish to object to the Settlement. If you opt-out of the Settlement, you may not also object.

To object to the Settlement, complete this Objection Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than [Response Deadline]. You are requested, but not required, to provide supporting documentation for your objection.

Torres v. D/T Carson Enterprises Inc. Settlement Administrator
c/o _____

Telephone: _____

Objection

I hereby certify that I am or was employed by D/T Carson, Complete Coach Works, and/or Carson Capital Corp. as a non-exempt, non-driver, hourly employees who worked at least one shift of 3.5 hours or more in California during the period from October 18, 2014 through May 25, 2023.

I have received the Notice of Proposed Class Action Settlement and Hearing Date for Court Approval ("Notice") in the Action captioned above. I have decided to object to the proposed Settlement.

Please print legibly:

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

OPT-OUT FORM

Fidel Torres v. D/T. Carson Enterprises, Inc., et. al.,
Superior Court of the State of California, Riverside County
Case No. RIC1821431

This form is to be used only if you want to exclude yourself from the Settlement.

To be excluded from the Settlement, complete this Opt-Out Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than [Response Deadline].

Torres v. D/T Carson Enterprises Inc. Settlement Administrator
c/o _____

Telephone: _____

Request for Exclusion

I hereby certify that I am or was employed by D/T Carson, Complete Coach Works, and/or Carson Capital Corp. as a non-exempt, non-driver, hourly employees who worked at least one shift of 3.5 hours or more in California during the period from October 18, 2014 through May 25, 2023.

I have received the Notice of Proposed Class Action Settlement and Hearing Date for Court Approval (“Notice”) in the Action captioned above, and I request to be excluded from the Settlement. I understand that by submitting this Opt-Out Form, I will not receive any money or other benefits under the Settlement, and I will not be bound by the Settlement, including the release of Released Claims, as described in the Notice and in the Settlement Agreement on file with the Court.

Please print legibly:

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Last Four Digits of Class Member’s Social Security Number: _____

Signature of Class Member (or Legal Representative): _____

Date: _____

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Marisol Contreras, hereby state that I am over the age of 18 and not a party to this action. I am employed in and a resident of the county where service occurred, and my business address is 724 S. Spring Street, Suite 201, Los Angeles, California 90014.

On July 12, 2023, I caused to be served the following documents described below using the method(s) of service indicated herein:

1. Plaintiff’s Further Revised Proposed Order

These documents have been served on the interested parties in this action addressed as stated below:

Bruce Disenhouse
bruce@disenhouselaw.net
Gary Poteet
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Brenda Laird
brenda@disenhouselaw.net
Hannah Disenhouse
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3833 Tenth Street
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Maria C. Rodriguez
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3833 Tenth Street
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Los Angeles, CA 90067

*Attorneys for Defendants D/T CARSON ENTERPRISES, INC.,
COMPLETE COACH WORKS, CARSON CAPITAL CORP.
and DALE CARSON*

King & Siegel ||| LLP

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[X] BY ELECTRONIC MAIL: Per the Parties' Agreement for electronic service under C.C.P. § 1010.6, I caused the documents described above to be sent to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was not successful.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 13, 2023, at Los Angeles, California.

Marisol Contreras
Marisol Contreras