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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE
NOV 16 2023
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**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,

Plaintiff,

vs.

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,

Defendants.

CASE NO. RIC1821431

[Assigned to Honorable Manuel Bustamante, Department PS2]

CLASS ACTION

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

Date: November 16, 2023 [Reserved]
Time: 8:30 a.m.
Dept.: PS2

1 **[PROPOSED] ORDER AND JUDGMENT**

2 Plaintiffs' Unopposed Motion for Final Approval of the proposed Settlement of this action
3 on the terms set forth in the Joint Stipulation of Settlement (the "Settlement" or "Stipulation")
4 came on for hearing on October 19, 2023. A copy of the Joint Stipulation of Settlement and Release
5 of Class Action ("Settlement") is attached as **Exhibit 1** to the Declaration of Elliot J. Siegel in
6 Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, filed on May
7 30, 2023, and is made a part of this Order.¹

8 In conformity with California Rules of Court, rule 3.769, with due and adequate notice
9 having been given to Class Members (as defined in the Settlement Agreement), and having
10 considered the supplemental declaration of the Class Administrator, Settlement Agreement, all of
11 the legal authorities and documents submitted in support thereof, all papers filed and proceedings
12 had herein, all oral and written comments received regarding the Settlement Agreement, and having
13 reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final approval
14 of the Settlement Agreement and orders and makes the following findings and determinations and
15 enters final judgment as follows:

16 1. All terms used in this Order and Judgment shall have the same meanings given as
17 those terms are used and/or defined in the parties' Settlement Agreement and Plaintiffs' Motion
18 for Order Granting Final Approval of Class Action Settlement.

19 2. The Court has personal jurisdiction over the Parties to this litigation and subject
20 matter jurisdiction to approve the Settlement Agreement and all exhibits thereto.

21 3. The previously certified Class, as further defined in the Settlement is as follows:

22 *"all current and former non-exempt, non-driver hourly employees of Defendants in*
23 *California who worked at least one shift of 3.5 hours or more during the period from October*
18, 2014 through May 25, 2023."

24 4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the
25 California Rules of Court for the purpose of effectuating the Settlement.

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28 ¹ The Court previously granted preliminary approval of the Settlement on July 21, 2023.

1 5. The Court finds that an ascertainable class of 1,147 Participating Class Members
2 exists and a well-defined community of interest exists on the questions of law and fact involved
3 because in the context of the Settlement: (i) all related matters, predominate over any individual
4 questions; (ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in
5 negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly
6 and adequately represented and protected the interest of the Class Members.

7 6. The Court finds that the Settlement Agreement has been reached as a result of
8 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
9 conducted extensive litigation, investigation, and research, and their attorneys were able to
10 reasonably evaluate their respective positions over the course of this multi-year litigation.

11 7. The Court finds that the Settlement constitutes a fair, adequate, and reasonable
12 compromise of the Class's claims and will avoid additional and potentially substantial litigation
13 costs, as well as the delay and risks of the Parties if they were to continue to litigate the case. After
14 considering the monetary recovery provided as part of the Settlement in light of the challenges
15 posed by continued litigation, trial, and appeals, the Court concludes that Class Counsel secured
16 significant relief for Class Members.

17 8. The Court hereby approves the terms set forth in the Settlement Agreement and
18 finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent with all
19 applicable requirements of the California Code of Civil Procedure, the California and United States
20 Constitutions, including the Due Process clauses, the California Rules of Court, and any other
21 applicable law, and in the best interests of each of the Parties and Class Members.

22 9. The Court appoints Elliot J. Siegel and Julian Burns King of King & Siegel LLP as
23 Class Counsel, and finds each of them to be adequate, experienced, and well-versed in class action
24 litigation.

25 10. The Court appoints Plaintiffs as Class Representatives and finds them to be
26 adequate.

27 11. The Court is satisfied that CPT Group, Inc., which functioned as the Settlement
28 Administrator, completed the distribution of Class Notice to the Class in a manner that comported

1 with California Rule of Court 3.766.

2 12. The Class Notice informed the prospective Class Members of the Settlement terms,
3 their right to do nothing and receive their settlement share, their right to submit a request for
4 exclusion, their rights to comment on or object to the Settlement, and their right to appear at the
5 Final Approval and Fairness Hearing, and be heard regarding approval of the Settlement. Adequate
6 periods of time to respond and to act were provided by each of these procedures.

7 13. As part of administration, the Court notes that zero Class Members filed written
8 objections to the Settlement as part of this notice process, and zero Class Members filed a written
9 statement of intention to appear at the Final Approval and Fairness Hearing, and two Class
10 Members submitted requests for exclusion. The Class Members who requested exclusion,
11 specifically Gloria Villa and Stephanie Lincoln, will not be bound by the Settlement and will not
12 receive any portion of the Net Settlement Amount, but will be bound by the PAGA Release to the
13 extent they are Aggrieved Employees under the Settlement.

14 14. The terms of the Settlement Agreement, including the Maximum Settlement
15 Amount of \$1,805,105.00² and the allocation for determining Individual Settlement Payments, are
16 fair, adequate, and reasonable to the Class and to each Class Member, and the Courts grants final
17 approval of the Settlement set forth in the Settlement Agreement, subject to this Order and
18 Judgment.

19 15. The Court further approves the following distributions from the Maximum
20 Settlement Amount, which fall within the ranges stipulated by and through the Settlement
21 Agreement:

22 a. The \$601,701.67 amount, representing one-third of the Maximum
23 Settlement Amount, requested by Plaintiff and Class Counsel for the Class Counsel's
24 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class.³ The Court
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26 ² Due to the triggering of the Settlement's Escalator Clause, the MSA increased from \$1,400,000
to \$1,805,105.00.

27 ³ Class Counsel's fee request is supported by its lodestar cross-check, and the Court finds that Class
28 Counsel's time was spent reasonable and approves Mr. Siegel's hourly rate of \$700 per hour as fair
and reasonable.

1 grants final approval of, awards, and orders the Class Counsel fees payment to be made in
2 accordance with the Settlement Agreement.

3 b. The Court awards Class Counsel \$ 110,583.00 in litigation costs, which
4 is an amount which the Court finds to be reflective of the actual and reasonable costs
5 incurred. The Court grants final approval of Class Counsel's litigation expenses payment
6 and orders payment of this amount to be made in accordance with the Settlement
7 Agreement.

8 c. The \$10,000 class representative incentive payment requested to each of the
9 Named Plaintiffs is fair and reasonable. The Court grants final approval of the payment and
10 orders the payment to be made in accordance with the Settlement Agreement.

11 d. The amount of \$14,000 designated for payment to the Settlement
12 Administrator is fair and reasonable. The Court grants final approval of it and orders the
13 Parties to make the payment to the Settlement Administrator in accordance with the
14 Settlement Agreement.

15 e. The Court approves of the \$140,000.00 allocation assigned for claims under
16 the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (*i.e.*,
17 \$105,000.00) to be paid to the California Labor and Workforce Development Agency in
18 accordance with the terms of the Settlement Agreement. The remainder is to be paid to the
19 Aggrieved Employees per the Settlement Agreement.

20 16. The Court orders the Parties to otherwise comply with, effectuate, and carry out all
21 terms and provisions of the Settlement Agreement, to the extent that the terms thereunder do not
22 contradict with this order, in which case the provisions of this Order and Judgment shall take
23 precedence and supersede the Settlement Agreement.

24 17. All Participating Class Members shall be bound by the Settlement and this Order
25 and Judgment, including the release of claims as set forth in the Settlement Agreement. In addition,
26 the State of California and the Aggrieved Employees are bound by the Settlement and release of
27 PAGA claims set forth in this order.

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1 18. The Parties shall bear their own respective attorneys' fees and costs except as
2 otherwise provided in this Order and Judgment and the Settlement Agreement.

3 19. All checks mailed to the Class Members must be cashed within one hundred and
4 twenty (120) days after mailing.

5 20. All checks mailed to the Class Members must be cashed within 120 days of issuance
6 and will be negotiable through that date (the "Void Date"). Any envelope transmitting a settlement
7 distribution to a class member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT
8 CHECK IS ENCLOSED." The Settlement Administrator shall mail a reminder postcard to any
9 class member whose settlement distribution check has not been negotiated within 60 days after the
10 date of mailing.⁴

11 21. The Court approves the California Bar's Justice Gap Fund, located at 180 Howard
12 Street San Francisco, CA 94105, as the *cy pres* beneficiary and finds that it complies with all
13 requirements under C.C.P. § 384(a)-(b). Per Section 384(b), the Court will amend this Judgment
14 after Counsel provides the Court with the report regarding distribution of funds to direct that any
15 uncashed funds be paid to the California Bar's Justice Gap Fund, plus any interest accrued. Funds
16 shall only be paid to the Justice Gap Fund from those checks that remain uncashed after the Void
17 Date and after the supplemental mailing set forth above.

18 22. No later than 10 days from this Order and Judgment, the Settlement Administrator
19 shall give notice of this Order and Judgment in this Action to Class Members pursuant to California
20 Rules of Court, Rule 3.771(b) by posting a copy of this Order and Final Judgment on its website
21 assigned to this matter.

22 23. The Court retains continuing jurisdiction over the Action and the Settlement,
23 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code of Civil
24 Procedure section 664.6, solely for purposes of (a) enforcing the Settlement Agreement,
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26 ⁴ If (i) any of the Participating Class Members are current employees of the defendant, (ii) the
27 distribution mailed to those employees is returned to the Administrator as being undeliverable, and
28 (iii) the administrator is unable to locate a valid mailing address, the Administrator shall arrange
with the Defendant to have those distributions delivered to the employees at their place of
employment.

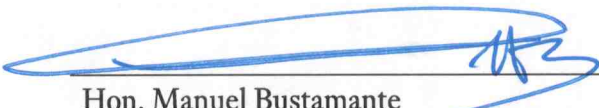
1 (b) addressing settlement administration matters, and (c) addressing such post-judgment matters
2 as may be appropriate under court rules or applicable law.

3 24. This Final Judgment is intended to be a final disposition of the above-captioned
4 action in its entirety and is intended to be immediately appealable. This final judgment resolves all
5 claims released by the Settlement Agreement against Defendants.

6 25. The Court hereby sets a hearing date of MAY 30, ²⁰²⁴~~2023~~ at 8:30 A.M.
7 for a hearing on the final accounting and distribution of the settlement funds. Counsel shall file with
8 the Court a report regarding the status of distribution at least five days before the hearing and not
9 more than 21 days after the Void Date.⁵ Class Counsel shall also file with the report a proposed
10 amended judgment that complies with C.C.P. § 384.5.

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12 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**
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16 DATED: 11/16/23


17 _____
18 Hon. Manuel Bustamante
19 Riverside County Superior Court Judge
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26 ⁵ The report shall be in the form of a declaration from the Settlement Administrator and shall
27 describe (i) the date the checks were mailed, (ii) the total number of checks mailed to class members,
28 (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.