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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]~~ AMENDED 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

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PROPOSED ORDER AND JUDGMENT

The Court previously granted final approval of the Settlement on November 16, 2023 and ordered implementation of the Settlement’s terms at that time (the “Final Approval Order”). The Court further ordered that the Parties appear on December 12, 2023 for an Order to Show Cause as to the Status of Payment under the Settlement and Final Approval Order in order for the Court to determine the status of the Parties’ Joint Stipulation of Settlement and Release of Class Action (the “Settlement Agreement”).¹

That hearing having been held, and in conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members, having considered the supplemental declaration of the Class Administrator, Settlement Agreement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement Agreement, and having reviewed the record in this litigation, with good cause appearing, the Court **AMENDS** its Order granting final approval of the Settlement Agreement and **ORDERS** and makes the following findings and determinations and **ENTERS** Final Judgment as follows:

- 1. All terms used in this Order and Judgment shall have the same meanings given as those terms are used and/or defined in the parties’ Settlement Agreement and Plaintiffs’ Motion for Order Granting Final Approval of Class Action Settlement.
- 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve the Settlement Agreement and all exhibits thereto.
- 3. The previously certified Class, as further defined in the Settlement is as follows:
“all current and former non-exempt, non-driver hourly employees of Defendants in California who worked at least one shift of 3.5 hours or more during the period from October 18, 2014 through May 25, 2023.”
- 4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court for the purpose of effectuating the Settlement.

¹ A copy of the Joint Stipulation of Settlement (“Settlement”) is attached as **Exhibit 1** to the Declaration of Elliot J. Siegel in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, filed on May 30, 2023, and is made a part of this Order.

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
27 to \$1,805,105.00.

28 ³ Class Counsel's fee request is supported by its lodestar cross-check, and the Court finds that Class
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 is an
4 amount which the Court finds to be reflective of the actual and reasonable costs incurred.
5 The Court grants final approval of Class Counsel's litigation expenses payment and orders
6 payment of this amount to be made in accordance with the Settlement Agreement.

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

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

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

19 f. As of December 18, 2023, Defendants have deposited \$1,174,000.00 of the
20 MSA.

21 g. Defendants are ORDERED to make final payment of the remaining amounts
22 under the MSA no later than January 31, 2024.

23 h. The Court ORDERS that the Settlement Administrator promptly issue
24 payment for the Settlement Administrator's approved costs; for each Class
25 Representatives' approved class representative incentive payment, for Class Counsel's
26 approved litigation costs (*i.e.*, \$110,583.00), and for a proportional amount of Class
27 Counsel's approved fees in the amount of \$382,080.00. Upon receipt of the remaining
28 funds, the Settlement Administrator will make prompt payment of all remaining amounts

1 due under the Settlement to the Participating Class Members and the Labor, Class Counsel,
2 and Workforce Development Agency.

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

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

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

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

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

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

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

8 23. The Court retains continuing jurisdiction over the Action and the Settlement,
9 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court and Code of Civil
10 Procedure section 664.6, solely for purposes of (a) enforcing the Settlement Agreement,
11 (b) addressing settlement administration matters, and (c) addressing such post-judgment matters
12 as may be appropriate under court rules or applicable law.

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

16 25. The Court hereby sets a hearing date of May 30, 2024 at 8:30 a.m. for a hearing on
17 the final accounting and distribution of the settlement funds. Counsel shall file with the Court a
18 report regarding the status of distribution at least five days before the hearing and not more than 21
19 days after the Void Date.⁵ Class Counsel shall also file with the report a proposed amended
20 judgment that complies with C.C.P. § 384.5.

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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.

1 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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5 DATED: 01/02/2024



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Hon. Manuel Bustamante
Riverside County Superior Court Judge

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