

EFS-020

ATTORNEY OR PARTY WITHOUT ATTORNEY: NAME: Edwin Aiwazian FIRM NAME: Lawyers for Justice, PC STREET ADDRESS: 410 West Arden Avenue, Suite 203 CITY: Glendale STATE: CA ZIP CODE: 91203 TELEPHONE NO.: (818) 265-1020 FAX NO.: (818) 265-1021 E-MAIL ADDRESS: edwin@calliustice.com ATTORNEY FOR (name): Plaintiff Rex Tullio	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 751 West Santa Ana Boulevard MAILING ADDRESS: P.O. Box 22028 CITY AND ZIP CODE: Santa Ana 92701 BRANCH NAME: Civil Complex Center	
PLAINTIFF/PETITIONER: Rex Tullio DEFENDANT/RESPONDENT: DACM Inc. dba Del Amo Motorsports, et al. OTHER:	CASE NUMBER: 30-2020-01147256-CU-OE-CXC
	JUDICIAL OFFICER: Honorable William Claster
PROPOSED ORDER (COVER SHEET)	DEPT: CX104

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff Rex Tullio
2. Title of the proposed order:
[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Plaintiff's Motion for Final Approval
 - b. Date and time: October 28, 2022 at 9:00 a.m.
 - c. Place: CX104, Orange County Superior Court, Civil Complex Center located at 751 West Santa Ana Boulevard, Santa Ana, California 92701
4. The proposed order was served on the other parties in the case.

Edwin Aiwazian

(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY)

Edwin Aiwazian (SBN 232943)
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Attorneys for Plaintiff and the Class

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

REX TULLIO, individually, and on behalf of
other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

DACM INC. dba DEL AMO
MOTORSPORTS, a California corporation;
TOO FAST, INC., a California corporation;
CALIFORNIA MOTORCYCLE
ASSESSORIES, INC., a California
corporation; DASB, INC., a California
corporation; DAMLA, INC., a California
corporation; and DOES 5 through 100,
inclusive,

Defendants.

Case No.: 30-2020-01147256-CU-OE-CXC

Honorable William D. Cluster
Department CX104

CLASS ACTION

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

Date: October 28, 2022
Time: 9:00 a.m.
Department: CX104

Complaint Filed: July 8, 2020
FAC Filed: October 6, 2021
Trial Date: None Set

1 This matter has come before the Honorable William D. Claster in Department CX104 of
2 the above-entitled Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 97201,
3 on Plaintiff Rex Tullio's ("Plaintiff") Motion for Final Approval of Class Action Settlement,
4 Attorneys' Fees, Costs, and Enhancement Payment ("Motion for Final Approval"). Lawyers *for*
5 Justice, PC appeared on behalf of Plaintiff, and Musick, Peeler, & Garrett LLP appeared on behalf
6 of Defendants DACM, Inc. dba Del Amo Motorsports, Too Fast, Inc., California Motorcycle
7 Assessories, Inc., DASB, Inc., and DMLA, Inc. (collectively, "Defendants").

8 On April 1, 2022, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
10 of the above-entitled action ("Action") in accordance with the First Amended Joint Stipulation of
11 Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement
12 Agreement"), which, together with the exhibits annexed thereto, set forth the terms and conditions
13 for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

26 All current and former hourly-paid or non-exempt employees employed by
27 DACM, Inc. dba Del Amo Motorsports at any time from July 8, 2016 through
28 December 15, 2021, including employment with the following entities:

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1 DAMS – Orange County, currently located at 2401 Pullman Street,
2 Santa Ana, California 92705, operated by DACM, Inc. dba Del Amo
Motorsports;

3 DAMS – Redondo Beach, currently located at 2500 Marine Avenue,
4 Redondo Beach, California 90278, operated by Too Fast, Inc.;

5 DAMS – Long Beach, currently located at 3291 Cherry Avenue, Long
6 Beach, California 90807, operated by California Motorcycle
Assessories, Inc.;

7 DAMS – Chula Vista, currently located at 1890 Auto Park Place, Chula
8 Vista, California 91911, operated by DASB, Inc.; and

9 DAMS – Los Angeles, currently located at 15725 Lakewood Boulevard,
Paramount, California 90723, operated by DAMLA, Inc.

10 4. The Notice of Class Action Settlement (“Class Notice”), Workweeks Dispute Form
11 (“Dispute Form”), and Request for Exclusion Form (“Exclusion Form”) (together, “Notice Packet”)
12 that was provided to the Class Members, fully and accurately informed the Class Members of all
13 material elements of the Settlement and of their opportunity to participate in, object to or comment
14 thereon, or to seek exclusion from, the Class Settlement; was the best notice practicable under the
15 circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with
16 the laws of the State of California, the United States Constitution, due process and other applicable
17 law. The Class Notice fairly and adequately described the Settlement and provided the Class
18 Members with adequate instructions and a variety of means to obtain additional information.

19 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
20 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
21 specifically, the Court finds that the Settlement was reached following meaningful discovery and
22 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
23 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
24 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
25 Court has considered all of the evidence presented, including evidence regarding the strength of
26 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
27 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
28 completed; and the experience and views of Class Counsel. The Court has further considered the

1 absence of objections to and requests for exclusion from the Class Settlement submitted by Class
2 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
3 with the Settlement Agreement and the following terms and conditions.

4 6. A full opportunity has been afforded to the Class Members to participate in the
5 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
6 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
7 the Class Settlement. Accordingly, the Court determines that all Class Members who did not
8 submit a timely and valid Request for Exclusion (“Settlement Class Members”) are bound by the
9 Final Approval Order and Judgment.

10 7. The Court finds that payment of Settlement Administration Costs in the amount of
11 \$12,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
12 notice and settlement administration process. It is hereby ordered that the Settlement
13 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$12,000.00, in
14 accordance with the terms and methodology set forth in Settlement Agreement.

15 8. The Court finds that the Enhancement Payment sought is fair and reasonable for
16 the work performed by Plaintiff for his services in the Action. It is hereby ordered that the
17 Settlement Administrator issue payment in the amount of \$7,500.00 to Plaintiff Rex Tullio for his
18 Enhancement Payment, according to the terms and methodology set forth in the Settlement
19 Agreement.

20 9. The Court finds that the allocation of \$480,000.00 toward penalties under the
21 California Private Attorneys General Act of 2004 (“PAGA Allocation”), is fair, reasonable, and
22 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
23 Payment as follows: the amount of \$360,000.00 to the California Labor and Workforce
24 Development Agency (“LWDA Payment”), and the amount of \$120,000.00 to be distributed to
25 Class Members (“Employee PAGA Amount”), according to the terms and methodology set forth
26 in the Settlement Agreement.

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1 10. The Court finds that the request for attorneys' fees in the amount of \$1,066,666.67
2 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award
3 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
4 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
5 amount of \$1,066,666.67 to Class Counsel for attorneys' fees, in accordance with the terms and
6 methodology set forth in the Settlement Agreement.

7 11. The Court finds that reimbursement of litigation costs and expenses in the amount
8 of \$14,984.74 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
9 Settlement Administrator issue payment in the amount of \$14,984.74 to Class Counsel for
10 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
11 forth in the Settlement Agreement.

12 12. The Court hereby enters Judgment by which Settlement Class Members shall be
13 conclusively determined to have given a release of any and all Released Class Claims against the
14 Released Parties, as set forth in the Settlement Agreement and Class Notice.

15 13. The Court hereby enters Judgement by which Class Members and the State of
16 California with respect to all Class Members shall be conclusively determined to have given a
17 release of any and all Released PAGA Claims against the Released Parties, as set forth in the
18 Settlement Agreement and Class Notice.

19 14. It is hereby ordered that Defendants shall deposit the Total Settlement Amount into
20 an account established by the Settlement Administrator within twenty (90) calendar days of Final
21 Approval, in accordance with the terms and methodology set forth in the Settlement Agreement.

22 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
23 Settlement Payments to the Settlement Class Members and Individual PAGA Payments to the
24 Class Members within seven (7) calendar days after Defendants fund the Total Settlement Amount,
25 according to the methodology and terms set forth in the Settlement Agreement.

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1 16. Each Individual Settlement Payment and Individual PAGA Payment check will be
2 valid and negotiable for a period of one hundred and eighty (180) calendar days from the date the
3 checks are issued, and thereafter, shall be cancelled. All funds associated with such cancelled
4 checks will be distributed by the Settlement Administrator to the California State Controller's
5 Office Unclaimed Property Division, in the name of the Class Member and/or Settlement Class
6 Member and in the amount of his or her respective Individual Settlement Payment and/or
7 Individual PAGA Payment.

8 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules
9 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
10 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
11 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
12 any dispute arising from or in connection with the distribution of settlement benefits.

13 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
14 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s
15 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
16 Order and Judgment. Individualized notice is not required.

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18 Dated: _____

HONORABLE WILLIAM D. CLASTER
JUDGE OF THE SUPERIOR COURT