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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

DEC 19 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: *CZK* DEPUTY

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

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

13 Plaintiff,

14 vs.

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

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

Honorable William D. Claster
Department CX104

CLASS ACTION

[REVISED PROPOSED] FINAL
APPROVAL ORDER AND JUDGMENT

Date: December 16, 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 came before the Honorable William D. Claster in Department CX104 of the
2 above-entitled Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 97201, on
3 Plaintiff Rex Tullio's ("Plaintiff") Motion for Final Approval of Class Action Settlement,
4 Attorneys' Fees, Costs, and Enhancement Payment ("Motion for Final Approval"), noticed for
5 hearing on December 16, 2022 at 9:00 a.m.

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

12 On December 15, 2022, the Court issued a tentative ruling on the Motion for Final
13 Approval. Lawyers *for* Justice, PC, counsel for Plaintiff, and Musick, Peeler, & Garrett LLP,
14 counsel for Defendants DACM, Inc. dba Del Amo Motorsports, Too Fast, Inc., California
15 Motorcycle Assessories, Inc., DASB, Inc., and DMLA, Inc. (collectively, "Defendants"),
16 submitted on the tentative ruling and advised the Court clerk of the same. On December 16, 2022,
17 the Court's tentative ruling was adopted as the ruling of the Court with respect to the Motion for
18 Final Approval, thereby granting the Motion for Final Approval as described therein, and ordering
19 the submission of a revised proposed order that conforms to the tentative ruling.

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

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

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

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

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

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

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

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

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

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

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

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

28 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
specifically, the Court finds that the Settlement was reached following meaningful discovery and

1 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
2 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
3 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
4 Court has considered all of the evidence presented, including evidence regarding the strength of
5 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
6 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
7 completed; and the experience and views of Class Counsel. The Court has further considered the
8 absence of objections to and requests for exclusion from the Class Settlement submitted by Class
9 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
10 with the Settlement Agreement and the following terms and conditions.

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

17 7. The Court finds that payment of Settlement Administration Costs in the amount of
18 \$12,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
19 notice and settlement administration process. It is hereby ordered that the Settlement
20 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$12,000.00, in
21 accordance with the terms and methodology set forth in Settlement Agreement.

22 8. The Court finds that an Enhancement Payment in the amount of \$5,000 is fair and
23 reasonable for the work performed by Plaintiff for his services in the Action. It is hereby ordered
24 that the Settlement Administrator issue payment in the amount of \$5,000.00 to Plaintiff Rex Tullio
25 for his Enhancement Payment, according to the terms and methodology set forth in the Settlement
26 Agreement.

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1 9. The Court finds that the allocation of \$480,000.000 toward penalties under the
2 California Private Attorneys General Act of 2004 ("PAGA Allocation"), is fair, reasonable, and
3 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
4 Payment as follows: the amount of \$360,000.00 to the California Labor and Workforce
5 Development Agency ("LWDA Payment"), and the amount of \$120,000.00 to be distributed to
6 Class Members ("Employee PAGA Amount"), according to the terms and methodology set forth
7 in the Settlement Agreement.

8 10. The Court finds that attorneys' fees in the amount of \$960,000.00 to Class Counsel
9 are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the
10 Settlement Administrator issue payment in the amount of \$960,000.00 to Class Counsel for
11 attorneys' fees, in accordance with the terms and methodology set forth in the Settlement
12 Agreement.

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

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

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

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

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

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

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

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

21 19. Counsel shall submit a final accounting report on or before July 28, 2023 setting
22 forth the actual amounts paid to Settlement Class Members and other amounts disbursed pursuant
23 to the Settlement. Upon receiving the report, the Court will determine whether further reports
24 and/or a hearing will be necessary.

25
26 Dated: 12-19-22


HONORABLE WILLIAM D. CLASTER
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed 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 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On December 16, 2022, I served the foregoing document described as:

- **PROPOSED ORDER (COVER SHEET)**
- **[REVISED PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

on interested parties in this action as follows:

Barbora Pulmanova (B.Pulmanova@musickeeler.com)

Jon C. McNutt (J.McNutt@musickeeler.com)

MUSICK, PEELER & GARRETT LLP

624 South Grand Avenue, Suite 2000

Los Angeles, California 90017

Attorneys for Defendants

[X] BY E-MAIL

The above-referenced documents were transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

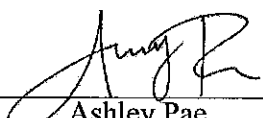
[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[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 December 16, 2022, at Glendale, California.


Ashley Pae