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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE

JOSE DE JESUS VILLA-CARDENAS,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

DACM INC dba DEL AMO
MOTORSPORTS OF ORANGE; and DOES
1 through 50, inclusive,

Defendants.

Case No. 30-2018-01023401-CU-BT-CXC

CLASS ACTION

**DECLARATION OF ADAM MCNEILE
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Unlimited Civil Case

Date: August 29, 2024

Time: 2:00 p.m.

Dept: CX104

Hon. Melissa R. McCormick

Reservation No. 74302774

Assigned for all purposes to Hon. Melissa R.
McCormick – Dept. CX104

_____/ I, ADAM MCNEILE, declare as follows:

1. I am an attorney licensed to practice in California. I have personal knowledge of all information stated below and would be competent to testify thereto.
2. Attached hereto as **Exhibit 1** is a true and correct copy of the Settlement Agreement and Release negotiated by the parties to this case.
3. Joseph Mejia initially filed this putative class action in Orange County Superior Court on

1 October 3, 2018. On December 20, 2018, Del Amo filed a motion to compel arbitration, which
2 this Court denied. On August 2, 2019, Del Amo filed a Notice of Appeal of the Court's order
3 denying the motion. The Court of Appeal affirmed this Court's ruling on August 24, 2020. *See*
4 *Mejia v. DACM Inc.* (2020) 54 Cal.App.5th 691.

5 4. Plaintiff Jose de Jesus Villa-Cardenas replaced Mr. Mejia as the putative class
6 representative following the Superior Court's April 8, 2022 Order granting leave to file an
7 amended complaint. Plaintiff Villa-Cardenas filed his amended complaint on April 12, 2022.
8 Both parties have propounded and responded to written discovery and have produced responsive
9 documents. On January 11, 2023, Plaintiff took the deposition of Rosario Vasquez, Del Amo's
10 Finance Manager and Person Most Knowledgeable regarding Del Amo's practices surrounding
11 the purchase and financing of motor vehicles.

12 5. Plaintiff filed a Second Amended Complaint on May 26, 2023. Del Amo demurred to the
13 Second Amended Complaint on June 30, 2023, and on September 1, 2023 the Court overruled
14 Del Amo's demurrer as to violations of the Rees-Levering Act while sustaining the demurrer as
15 to the CLRA, with leave to amend. Plaintiff filed a Third Amended Complaint on September 12,
16 2023. Del Amo answered on October 16, 2023. On November 3, 2023, Plaintiff filed a motion
17 for class certification. The parties engaged in two full-day mediations on March 9, 2023 and
18 January 17, 2024, respectively.

19 6. Class Counsel has engaged in extensive investigation and formal discovery in this case.
20 When Joseph Mejia was the putative Class Representative, Class Counsel propounded Special
21 Interrogatories and two sets of Requests for Production of Documents. For Plaintiff Jose de Jesus
22 Villa-Cardenas, Class Counsel propounded Form Interrogatories, Special Interrogatories, and
23 Requests for Production of Documents. Class Counsel also took the deposition of Del Amo's
24 Person Most Knowledgeable regarding numerous topics.

25 7. Del Amo also propounded discovery on Plaintiff, including Form Interrogatories,
26 Requests for Admission, Requests for Production of Documents, and Special Interrogatories.

27 8. After a diligent investigation of its records, Del Amo has confirmed that there are 3,237
28 Class Members who assumed open-end credit arranged by Del Amo totaling \$26,344,277.00.

1 9. Plaintiff Jose de Jesus Villa-Cardenas has diligently represented the Class throughout the
2 course of this action, including by responding to Del Amo's Requests for Production of
3 Documents and Requests for Admission.

4 10. If the case proceeded to trial, Plaintiff would argue that the proper award of damages
5 would be either rescission of the contracts or the disgorgement of profits Del Amo made on each
6 vehicle sale to a Class Member. Considering that 3,237 Class Members paid Del Amo a total of
7 \$26,344,277.00, Class Members paid on average \$8,138.00 per vehicle. *See* SA ¶10.1. The profit
8 to Del Amo for each sale is substantially less than the total price of each vehicle. Thus, the
9 recovery obtained for the Class represents a significant percentage of the total possible recovery,
10 appropriately discounted considering the risks and costs of further litigation. Further, this
11 settlement is in the range of other approved class action settlements involving substantially
12 similar allegations, including *Wallace v. East Bay Motorsports*, Alameda County Superior Court,
13 Case No. RG1157995; *Bohannon v. Professional Cycle Parts*, Sacramento County Superior
14 Court, Case No. 34-2011-0010893; and *Ferreras v. Del Amo*, Los Angeles County Superior
15 Court Case No. BC600720. My firm was class counsel in each of these matters.

16 11. The Settlement Notice was drafted by experienced counsel and will be mailed in English
17 with the Spanish version available on the settlement website.

18 12. Class Counsel will submit a lodestar analysis, along with each attorneys' billing rates and
19 hours, in support of the motion for final approval.

20 13. The Parties explored the scope of relief and considered the possible range of outcomes
21 for the Class. The procedural history of the case, together with the substantial discovery the
22 parties completed, the extensive motion practice, and the appeal, demonstrates that the parties
23 had an opportunity to consider the range of possible outcomes. This case also involved two
24 mediations. The first mediation in March 2023 with Hon. Alexander Williams III of ADR
25 Services was unsuccessful, but the Parties continued negotiations for months thereafter. The
26 Parties eventually reached a resolution for the class in December 2023. The Parties *did not*
27 discuss resolution of attorneys' fees and costs or service award payments until after resolving the
28 terms of the class settlement. The Parties thereafter mediated that portion of the case with

1 Michael Ranahan of JAMS in January 2024 and agreed to resolve that portion in February 2024.

2 14. The Parties took into consideration a number of aspects of the case when exploring
3 settlement, including that Del Amo could win a dispositive motion or that Plaintiff may lose at
4 trial. The parties hotly disputed the applicability of the Single Document Rule to Del Amo's
5 credit sales program, and that legal dispute has not yet been resolved by the courts. Thus, there
6 was a risk that Del Amo would prevail at summary judgment. Del Amo also did not have
7 insurance to cover Plaintiff's claims.

8 15. For forty years, Kemnitzer Barron & Krieg has been recognized as one of the leaders in
9 consumer law in the state of California. Our law practice is focused on representing consumers
10 who have disputes with debt collectors, solar companies and lenders, automobile manufacturers,
11 auto dealers, auto finance lenders, and numerous other consumer issues. In addition to handling a
12 large number of these types of cases at the pre-trial and trial level, we have also done significant
13 work in this area in the California appellate courts.

14 16. Some of the reported cases in which lawyers from our firm have been involved include
15 the following:

- 16 a) *Ibrahim v. MBUSA Motor Co.* (1989) 214 Cal.App.3d 878 (Song-Beverly Act)
- 17 b) *Kwan v. Mercedes-Benz* (1994) 23 Cal.App.4th 174 (Song-Beverly Act)
- 18 c) *Jensen v. BMW of N. Am.* (1995) 36 Cal.App.4th 112 (Song-Beverly Act)
- 19 d) *Music Acceptance v. Lofing* (1995) 32 Cal.App.4th 61 (Song-Beverly Act)
- 20 e) *Bank of America v. Lallana* (1998) 19 Cal.4th 203 (Rees-Levering Act and Comm. Code)
- 21 f) *Damian v. Tamondong* (1998) 65 Cal.App.4th 1115 (Rees-Levering Act)
- 22 g) *Joseph v. J.J. MacIntyre* (2002) 238 F. Supp.2d 1158 (Unfair Debt Collection)
- 23 h) *Gutierrez v. Autowest Dodge* (2003) 114 Cal.App.4th 77 (Consumer Arbitration)
- 24 i) *Joseph v. J.J. MacIntyre* (2003) 281 F. Supp.2d 1156 (Unfair Debt Collection)
- 25 j) *Graham v. DaimlerChrysler* (2004) 34 Cal.4th 553 (Private Attorney General Fees)
- 26 k) *Fireside Bank v. Sup. Ct.* (2007) 40 Cal.4th 1069 (Rees-Levering Class Action)
- 27 l) *Juarez v. Arcadia Fin. Ltd.* (2007) 152 Cal.App.4th 889 (Rees-Levering)
- 28 m) *Pintos v. Pacific Creditors Association* (9th Cir. 2009) 605 F.3d 665 (Unfair Debt Collection)
- n) *Arguelles v. Americredit Fin. Servs.* (2010) 184 Cal.App.4th 825 (Consumer Arbitration)
- o) *Medrazo v. Honda of N. Hollywood* (2012) Cal.App.4th 1 (False Advertising)
- p) *Pierce v. Western Surety Co.,* (2012) 207 Cal.App.4th 83 (Surety bond)
- q) *Wohlgemuth v. Caterpillar Inc.,* (2012) 207 Cal. App. 4th 1252 (CCP §998)
- r) *Mejia v. DACM, Inc.* (2020) 54 Cal. App. 5th 691 (Consumer Arbitration, Public Injunctive Relief)
- s) *Jones v. Solgen Construction, LLC* (2024) 99 Cal.App.5th 1178 (Consumer Legal Remedies Act, Unfair Debt Collection, Home Solicitation Sales Act)

17. I have searched but not located any class, representative or other collective action in any

1 other court that asserts claims against DACM similar to those asserted in the action being settled
2 against DACM. My firm is currently representing a putative class involving similar claims
3 against an unrelated dealership, which is pending as *Miliate v. San Diego House of Motorcycles*,
4 Case No. 37-2018-00035131-CU-BT-CTL in the Superior Court for the County of San Diego.
5 The settlement of this case has no impact on that case, which involves different parties entirely.
6 18. Attached hereto as **Exhibit 2** is a true and correct declaration of the proposed Class
7 Administrator regarding its qualifications.

8 I declare under penalty of perjury under the laws of the State of California that the
9 foregoing is true and correct to the best of my present recollection and this declaration is
10 executed May 23, 2024 at Tiburon, California.

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ADAM J. MCNEILE

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EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiff JOSE DE JESUS VILLA-CARDENAS (“Plaintiff” or “Class Representative”), on behalf of himself and all others similarly situated, and Defendant DACM, INC. dba DEL AMO MOTORSPORTS OF ORANGE (“DACM, Inc.” or “Defendant”), hereby enter into this Settlement Agreement and Release (“Settlement Agreement”), subject to the approval of the Court. The Parties, in consideration of the mutual promises, agreements, and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, stipulate and agree as follows:

I. RECITALS

WHEREAS, on October 3, 2018, prior Plaintiff Joseph Mejia filed his original class action Complaint in this matter in the Orange County Superior Court, captioned *Joseph Mejia v. DACM INC dba Del Amo Motorsports of Orange*, Case No. 30-2018-01023401-CU-BT-CXC, alleging that Defendant engaged in conduct which violated one or more provisions of the Rees-Levering Motor Vehicle Sales Finance Act, and asserting causes of action for alleged violations of the Rees-Levering Motor Vehicle Sales Finance Act, Civil Code § 2981, *et seq.*, the California Consumers Legal Remedies Act, Civil Code §1750, *et seq.*, and Business and Professions Code §17200, *et seq.*;

WHEREAS, thereafter, on April 11, 2022, Plaintiff JOSE DE JESUS VILLA-CARDENAS substituted in as Plaintiff;

WHEREAS, on September 12, 2023, Plaintiff filed the Operative Complaint;

WHEREAS, Plaintiff and DACM, Inc. recognize that the outcome of the Action is uncertain, and that pursuing the Action to judgment would entail significant cost, risk, and delay;

WHEREAS, the Parties have explored and discussed at length the factual and legal issues in the Action and have participated in mediation sessions with Hon. Alexander Williams III (Ret.) of ADR Services, Inc. The Parties extensively negotiated resolution for the class thereafter, including following significant motion practice, eventually arriving at a resolution for the putative class. Thereafter, the Parties mediated the remaining settlement issues with Michael Ranahan of JAMS. With assistance of Mr. Ranahan, the Parties negotiated an agreement to

resolve Plaintiff's claim for attorneys' fees and costs, and all other terms necessary for a global settlement of the Action, subject to Court approval;

WHEREAS, the Parties desire to compromise and settle all issues, claims, and/or facts asserted in the Action or that could have been reasonably asserted based upon the facts alleged in the Action by Plaintiff on his own behalf and on behalf of members of the putative Class, including all claims addressed in Plaintiff's Operative Complaint;

WHEREAS, Plaintiff, by and through Class Counsel, has: (a) made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Action; (b) engaged in investigation and discovery of the claims asserted in the Action, and (c) evaluated and considered the law applicable to the claims asserted in the Action, including the defenses that DACM, Inc. likely would assert;

WHEREAS, DACM, Inc., by and through its counsel, has denied and continues to deny any and all claims alleged by Plaintiff, and has denied and continues to deny that its past or current conduct violates any law or that it is legally liable to Plaintiff or any member of the Class for any of the matters asserted in this Action, but has concluded that settlement is desirable to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve, finally and completely, all pending and potential claims of Plaintiff and all members of the Class relating to claims which were or could have been asserted by Plaintiff and the Class in this Action relating to the alleged conduct at issue.

WHEREAS, Plaintiff's counsel are experienced in this type of class litigation, recognize the costs and risks of prosecution of this Action, and believe that it is in Plaintiff's interest, and the interest of all Class Members, to resolve this Action, and any and all claims against DACM, Inc. arising from the conduct alleged in the Action, and that the proposed settlement is fair, adequate, and reasonable, and provides significant benefits and is in the best interests of the Class;

WHEREAS, significant arm's length settlement negotiations have taken place between the Parties and, as a result, this Settlement Agreement has been reached in good faith by all

parties, without collusion, and subject to the Court approval process set forth herein;

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned Parties, as follows:

II. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

2.1. “**Action**” shall mean the case captioned *Jose De Jesus Villa-Cardenas v. DACM Inc. dba Del Amo Motorsports of Orange*, Case No. 30-2018-01023401-CU-BT-CXC, pending in the Orange County Superior Court, and the claims asserted therein.

2.2. “**DACM, Inc.**” shall mean DACM, Inc. dba Del Amo Motorsports of Orange (“DACM, Inc.”), the Defendant in the Action.

2.3. “**Class**” shall mean:

- (a) all California consumers who purchased motor vehicles from DACM, Inc.;
- (b) for which DACM, INC. arranged or assisted the consumer with financing for the purchase of the motor vehicle through a lender issuing a credit card;
- (c) and for which DACM, INC. listed the lender issuing the credit card as the “LIENHOLDER OR LEGAL OWNER” on an Application for Registration of New Vehicle or “NEW LIENHOLDER” on an Application for Transfer by New Owner that DACM, INC. sent to the California DMV;
- (d) from October 3, 2014 to October 31, 2023.

2.4. “**Class Administrator**” shall mean RG/2 Claims Administration LLC and is referenced herein as “Class Administrator” or “Settlement Administrator.”

2.5. “**Class Counsel**” shall mean Kemnitzer, Barron & Krieg, LLP.

2.6. “**Class Counsels’ Fees and Expenses**” shall mean Class Counsel’s reasonable attorneys’ fees and expenses, as set forth herein, subject to approval of the Court.

2.7. “**Class Members**” shall have the same meaning as “Class.”

2.8. “**Class Action Notice**” shall mean the notice that is to be approved by the Court and mailed to the Class as directed upon preliminary approval of this settlement.

2.9. “**Class Representative**” shall mean Plaintiff Jose De Jesus Villa-Cardenas.

2.10. “**Court**” shall mean the Superior Court of Orange County, Hon. Melissa McCormick, Dept. CX104, or such other judge as may be assigned to hear matters in the Action.

2.11. “**Defendant**” shall mean DACM, Inc., as defined above.

2.12. “**Defendant’s Counsel**” shall mean Lewis Brisbois Bisgaard & Smith LLP.

2.13. **Effective Date** “**Effective Date**” means the date the Court’s order approving the settlement and judgment thereon (“**Judgment**”) becomes final. For purposes of the Settlement Agreement, the Court’s Judgment “becomes final” upon the later of:

(1) Sixty (60) days after entry by the Court of a final approval Order and Judgment finally certifying the Settlement Class and approving the Settlement if no notice of appeal, writ petition or other appellate proceedings are filed with that time; or

(2) if any appeal, writ petition, or other appellate proceeding has been filed, five business days after any appeal, writ petition, or other appellate proceedings challenging the Stipulation of Settlement have been finally and conclusively dismissed with the Judgment being affirmed.

2.14. “**Final Approval Hearing**” shall mean the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and/or Final Approval Order on Fees.

2.15. “**Final Approval Order**” shall mean the order of the Court that approves this Settlement Agreement and makes such other final rulings as are contemplated by this Settlement Agreement, which may or may not include approving payment of Service Award and Class Counsels’ fees, costs and expenses in substantially similar form to the proposed order attached hereto as **Exhibit C**.

2.16. “**Final Approval Order on Fees**” shall mean any order of the Court awarding Class Counsels’ Fees and Expenses (or any amount less than Class Counsels’ Fees and Expenses).

2.17. “**Notice Procedure**” shall mean the process to be followed per Article VII.

2.18. “**Objection Date**” shall mean sixty (60) days from the date of the mailing of the Settlement Notice, or as otherwise ordered by the Court, for Class Members to object to the Settlement Agreement’s terms or Class Counsels’ fees and expenses, and to submit any required statements, proof, or other materials and/or argument.

2.19. “**Operative Complaint**” means the Third Amended Complaint filed by Plaintiff on September 12, 2023.

2.20. “**Parties**” shall mean the Plaintiff and Defendant.

2.21. “**Plaintiff**” shall mean Jose De Jesus Villa-Cardenas, the Class Representative as defined above.

2.22. “**Preliminary Approval Motion**” shall mean the motion filed by Plaintiff seeking preliminary approval from the Court of this Settlement Agreement.

2.23. “**Preliminary Approval Order**” shall mean the order of the Court preliminarily approving this Settlement Agreement in substantially similar form to the proposed order attached hereto as **Exhibit A**.

2.24. “**Released Claims**” refers to the claims released by this Settlement Agreement, as set forth in Article XIII.

2.25. “**Released Parties**” shall mean DACM, Inc., its parent entities, and their respective past, present and future affiliates, officers, directors, shareholders, employees, agents, contractors, representatives, subsidiaries, related entities, vehicle manufacturers, predecessors and successors in interests, agents, employees, insurers, reinsurers, attorneys, owners, predecessors, successors and assigns.

2.26. “**Residual**” shall mean any uncashed Settlement Benefit checks distributed to the Class Members.

2.27. “**Service Award**” shall mean the amount to be paid to the Class Representative to compensate him for his time and efforts on behalf of the Class, subject to approval of the Court.

2.28. “**Settlement**” and “**Settlement Agreement**” shall mean the agreement by the Parties to resolve this Action, the terms of which have been memorialized herein.

2.29. “**Settlement Benefit**” shall mean the monetary consideration to be distributed to the Class Members.

2.30. “**Settlement Funds**” shall mean the total settlement amount as set forth in Section IV.

2.31. “**Settlement Notice**” shall mean the Notice of Proposed Class Action Settlement in the form approved by the Court following the Preliminary Approval Motion in the form attached hereto as **Exhibit B**.

III. PRELIMINARY APPROVAL OF SETTLEMENT

3.1. Preliminary Approval Motion. Promptly upon execution of this Settlement Agreement, Plaintiff, acting as Class Representative, through Class Counsel, shall file a Preliminary Approval Motion. The Preliminary Approval Motion shall request that this Court enter a Preliminary Approval Order:

- a. Certifying a Class for the purpose of effectuating this settlement;
- b. Appointing Plaintiff as Class Representative;
- c. Appointing Class Counsel as counsel for the Class;
- d. Granting preliminary approval to this Settlement by order substantially in the form attached as **Exhibit A** (the Preliminary Approval Order);
- e. Approving a Notice of Class Action Settlement substantially in the form attached hereto as **Exhibit B-1**; a Spanish-language version is attached hereto as **Exhibit B-2**;
- f. Approving the Class Administrator and settlement procedures;
- g. Setting the time date and place of the final approval hearing; and
- h. Any other matters deemed necessary for settlement of the Action.
- i. DACM Inc. shall provide the Settlement Administrator with the Class List, in

electronic spreadsheet format, no later than 10 Business Days after the Court enters the Preliminary Approval Order.

3.2. Corporate Declarations. Within ten (10) days of execution of this Settlement Agreement, DACM, Inc. shall provide Class Counsel, for filing with the Court, a declaration from a DACM, Inc. designated representative stating the total number of Class Members and the total amount of money that Class Members financed using open-ended financing.

3.3. Best Efforts to Obtain Approval of Settlement. In the event that the Court declines to issue the Preliminary Approval Order or declines to issue the Final Approval Order, the Parties agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect(s) identified by the Court, including but not limited to returning to mediation. If, despite their best efforts, the Parties cannot cure said defects, the Settlement Agreement is voidable with each party returning to their respective pre-settlement posture and without prejudice or waiver to any party's pre-settlement position on any legal or factual issue.

The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Settlement Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby.

3.4. Compliance With Rules of Court. The Parties acknowledge that Court approval of Settlement shall be undertaken in accordance with Rule 3.769 of the California Rules of Court.

IV. SETTLEMENT FUNDS

4.1. The Parties agree that the total settlement amounts are set forth in 4.1.a-c. below as full and final monetary consideration for resolution of the Action (the "Settlement Funds"). The Settlement Funds shall be deposited with the Class Administrator within 21 days after the

Effective Date, and shall be distributed as follows, subject to the approval and direction of the Court:

- a. Settlement Benefit: Seven Hundred Fifty-Four Thousand and Five Hundred Dollars (\$754,500) shall be distributed to Class Members (the “Settlement Benefit”). The amount paid to each Class Member shall be calculated based on the pro-rata amount of money the Class Member financed using open-end financing, and payment shall be made in the form of a check that must be cashed within one hundred eighty (180) days from the date of issuance, as stated on the face of the check.
- b. Attorneys’ Fees and Costs: DACM will not oppose a request not to exceed Five Hundred Ten Thousand Dollars (\$510,000) in total for attorneys’ fees and inclusive of reasonable litigation expenses/costs to Class Counsel. Class counsel will not seek more than Five Hundred Ten Thousand Dollars (\$510,000) in total for attorneys’ fees and inclusive of reasonable litigation expenses/costs. Five Hundred Ten Thousand Dollars (\$510,000) shall be paid to Class Counsel as attorneys’ fees and costs, and distribution among Class Counsel shall be based upon their mutual agreement. DACM shall pay the attorneys’ fees and litigation expenses awarded by the Court to Class Counsel, so long as they are consistent with the terms set forth herein and do not exceed \$510,000. Such attorneys’ fees and litigation expenses shall be paid in the amount approved by the Court within 21 days of the later of: (a) the Effective Date; (b) the date the Court enters its order awarding such attorneys’ fees and litigation expenses; or (c) the date on which Class Counsel provides DACM with all information and documentation reasonably necessary for DACM to process the payment, including but not limited to wire or other payment instructions, tax identification number(s), and completed Form(s) W-9.
- c. Service Award: The sum of Three Thousand Five Hundred (\$3,500) (or such other amount as may be determined by the Court to be fair and reasonable) shall be paid to plaintiff and class representative Jose de Jesus Villa-Cardenas as the Service Award.

DACM shall pay the Court approved Service Enhancement and send a check for the full amount to Class Counsel within 21 days of the later of (a) the Effective Date, or (b) the date on which the Court approves the Service Enhancement, and (c) the date on which the Settlement Class Representative and/or Class Counsel provided DACM with all information and documentation reasonably necessary for DACM to process the payment, including but not limited to tax identification number, and a completed Form W-9

- d. No Reversion; Unclaimed Property: Defendant will receive no reversion from the Settlement Benefit. The proceeds of any uncashed checks after 180 days following the issuance of settlement checks will be sent in the corresponding Settlement Class Member's name to the California State Controller's Office's Unclaimed Property Fund. The Settlement Administrator will be responsible for submitting the necessary paperwork to the California State Controller's Office - Unclaimed Property Fund. Settlement Administrator will continue to hold these unclaimed funds until such time it is required to transfer said funds to the State Controller's Office.

V. NO ADMISSION OF LIABILITY OR FAULT

5.1. This Settlement Agreement is not to be used in evidence or for any other purpose in any other proceeding, and shall not at any time be construed or deemed to be any admission or concession by DACM, Inc. with respect to any alleged liability, fault, omission or wrongdoing of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order and Judgment as contemplated herein. DACM, Inc. specifically denies the allegations of wrongdoing made in connection with the Action, and denies that its alleged conduct violated any State or Federal law. DACM maintains that it has meritorious defenses to all claims alleged in the Action and enters into this Agreement subject to and without waiving any personal jurisdiction defenses asserted in the Action. Neither the Settlement nor any of the terms of this Agreement shall constitute an admission or finding of any fault, liability, wrongdoing, or damage whatsoever or any infirmity in the defenses that DACM has, or could

have, asserted. DACM is entering into this Agreement solely to eliminate the burden and expense of further litigation. DACM has determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions set forth in this Agreement. This provision shall survive the expiration or voiding of the Settlement Agreement.

VI. OBLIGATION OF CLASS ADMINISTRATOR

6.1. DACM, Inc. shall retain the Class Administrator and shall pay for the costs and expenses of the Class Administrator. The Class Administrator shall be responsible for all of the following:

- a. Preparing, printing, and disseminating to the Class Members the Settlement Notice and otherwise administering the settlement;
- b. Keeping track of opt-outs and objections to the Settlement, including maintaining the original mailing envelope in which they were mailed, and within seven (7) business days after the close of the Objection Date, informing Class Counsel and DACM, Inc.'s Counsel in writing of the total number of such opt-outs and objections received in response to the Settlement Notice and forwarding information about all opt-outs and all objections and, supporting papers to Class Counsel and Defendant's Counsel;
- c. Holding settlement funds and preparing and mailing checks in accordance with this Agreement and direction of the Court;
- d. Ascertaining the current address, telephone number, and addressee information for each Class Member prior to disseminating the Settlement Notice in the manner and under the circumstances described in Article VII;
- e. Remitting unclaimed funds to the State Controller's Unclaimed Property Fund and performing all reporting duties associated therewith;
- f. Performing any tax reporting duties required by federal, state, or local law;
- g. Referring to Class Counsel and DACM, Inc.'s Counsel all inquiries by the Class regarding matters not specified herein;
- h. Maintaining adequate records of all its activities, including the dates of each mailing of

Class Notices, returned mail, and other communications and attempted written or electronic communications with the Class;

- i. Confirming in writing its completion of the administration of the settlement;
- j. Preparing a final report summarizing the objections and disputes filed;
- k. Settlement Website. No later than ten (10) Business Days after entry of the Preliminary Approval Order, the Settlement Administrator will create and operate a publicly accessible website solely for the purposes of providing notice to the Settlement Class. The settlement website will contain a copy of the Notice in English and Spanish, Frequently Asked Questions regarding the Settlement Agreement and approval process, the Complaint, the Preliminary Approval Order, and other documents agreed upon by the Parties. The Parties will jointly provide the Settlement Administrator with the content required for the settlement website. Additionally, any change of the date, time, or location of the Final Approval Hearing will be posted on the website.
- l. Sixteen (16) court days prior to the Final Approval Hearing, filing a declaration with the Court informing the Court of Class Members who objected to the Settlement and/or plan on attending the Final Approval Hearing, along with a copy of the objection to the settlement, and/or plan to attend and attesting to the measures undertaken to provide the Settlement Notice to the Settlement Class Members; and
- m. Such other tasks as the Class Counsel and DACM, Inc.'s Counsel mutually agree, or as required by the Court.

VII. NOTICE OF SETTLEMENT

7.1. Initial Mailing. Within thirty (30) days after the Court's entry of the Preliminary Approval Order, or on such other time as may be directed by the Court, the Class Administrator shall mail the Settlement Notice by first class mail to Class Members via a single mailing (rather than on a rolling basis).

7.2. Re-Mailing if Postal Service Provides Additional Address Information. If any Settlement Notices are returned to the Class Administrator within thirty (30) days following the

initial date of mailing the Settlement Notice, they will be re-mailed within five (5) days of receipt if additional address information is provided by the Postal Service.

7.3. Re-Mailing if Postal Service Does Not Provide Additional Address Information.

If any Settlement Notice comes back undeliverable within thirty (30) days following the initial date of mailing the Class Notice, and no additional address information is provided by the Postal Service, the Class Administrator shall run the Class Member's name, last known address, and social security number, if available, through the LexisNexis best address search and, within five (5) days, re-mail the notice if an updated address can be found. If the LexisNexis search does not show an updated address for the Class Member, the Settlement Notice will not be re-mailed. Settlement Notices that are returned as undeliverable following the LexisNexis search will not be re-mailed again.

VIII. OPT OUT AND OBJECTIONS BY CLASS MEMBERS

8.1. The Parties will also request that the Court enter a Preliminary Approval Order requiring any Class Member who wishes to exclude ("opt out") him or herself from this class action and from this Settlement to submit a written request to the Class Administrator, including full name and address, the name of the lawsuit captioned *Jose De Jesus Villa-Cardenas v. DACM Inc. dba Del Amo Motorsports of Orange*, Case No. 30-2018-01023401-CU-BT-CXC and request to be excluded from the Class in this Action. Said request for exclusion shall be made within sixty (60) days from the date of the mailing of the Settlement Notice, or as otherwise ordered by the Court.

8.2. The Parties will also request that the Court enter a Preliminary Approval Order requiring any Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes any objection to be considered, to provide to the Class Administrator a written objection, by the Objection Date. To state a valid objection to the Settlement, an objecting Class Member must provide to the Class Administrator the following information in his or her written objection: (i) the name of the lawsuit, captioned *Jose De Jesus Villa-Cardenas v. DACM Inc. dba Del Amo Motorsports of Orange*, Case No. 30-2018-01023401-CU-BT-CXC; (ii) full name,

current address, and current telephone number; (iii) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; (iv) provide copies of any other documents that the objector wishes to submit in support of his/her position; and (v) the objector's signature and the date of the signature. The Class Member shall also state in the objection whether the Class Member intends to attend the Final Approval Hearing. Within seven (7) business days after the close of the Objection Date, the Class Administrator shall provide a copy of all objections and supporting papers to Class Counsel and Defendant's Counsel, and Class Administrator shall file any objections and supporting papers with the Court no later than sixteen (16) days prior to the Final Approval Hearing.

8.3. Subject to approval of the Court, any objecting Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to (a) show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, or (b) object to any petitions for attorneys' fees, reimbursement of reasonable litigation costs and expenses, and Service Award.

8.4. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Class Members.

IX. FINAL APPROVAL

9.1. The Parties shall request a date for the Final Approval Hearing at the time of the hearing for Preliminary Approval. At least sixteen (16) court days before the Final Approval Hearing, Class Counsel shall file a motion for final approval of the Settlement, for an award of attorneys' fees and costs, and for a Service Award to the Class Representative. The motion will request the Court grant Final Approval of the Settlement and to enter a final judgment in accordance with this Agreement, including approving this Agreement as final, fair, reasonable, adequate, and binding on the Class, awarding attorneys' fees and costs to be paid to Class Counsel, Service Award, and approving the plan for distribution of Residual funds, if any, to the

State Controller's Unclaimed Property Fund. To the extent it is to be filed as an unopposed motion, it will be sent to Defendant's Counsel for approval within five (5) business days of filing for review and consent.

9.2. DACM may, at its discretion, withdraw or terminate the Settlement Agreement prior to the Final Approval Hearing if more than two percent (2 %) of Class Members submit valid and timely Requests for Exclusion. DACM shall have five (5) business days following the delivery by the Settlement Administrator to Defense Counsel and Class Counsel a complete report listing all valid Requests for Exclusion to exercise this option. If DACM exercises this option and withdraws from the Settlement Agreement in accordance with the terms of this paragraph, the Settlement Agreement shall become null and void and of no further force and effect, and the Parties will be restored to their positions prior to their execution of the Settlement Agreement. In the event exercises this option, DACM will remain responsible for the Settlement Administrator's expenses incurred.

X. CLASS DATA

10.1. After diligent investigation of its records, DACM, Inc. affirms that there are 3,237 members of the Class, whose total amount of money financed using open-ended financing was \$26,344,277.

XI. DISTRIBUTION OF SETTLEMENT FUNDS TO CLASS MEMBERS

11.1. Records Search. DACM, Inc. shall determine by diligent investigation from its records, for each Class Member, the last known addresses of each Class Member and the amount of money the Class Member financed using open-ended financing. DACM, Inc. shall transmit this information to the Class Administrator, which shall be maintained in confidence.

11.2. Settlement Benefit Transfer. Ten (10) business days after the Effective Date of Settlement Benefits, DACM, Inc. agrees that it or its representative shall electronically transfer to an account held by the Class Administrator the full amount of the Settlement Benefit as set forth in Section 4.1.a.

11.3. Settlement Benefit Distribution. On the Distribution Date, Class Administrator shall issue settlement checks to Class members on a pro-rata basis based on the amount of money the Class Member financed to purchase a motor vehicle from DACM, Inc. using open-ended credit financing arranged by DACM, Inc. (the “Class Member Payment”). The Class Member Payment checks shall become stale one hundred eighty (180) days following issuance. Settlement checks will not be mailed to Class Members where the Settlement Notice was returned as undeliverable. Instead, those Class Members can claim their portion of their Settlement Benefit prior to the expiration of the requisite waiting period after the check-cashing deadline by contacting the Settlement Administrator. Once that deadline has expired, those Class Members can obtain their portion of their Settlement Benefit in the form of unclaimed funds through the Uncashed Settlement Checks procedure outlined in section 11.4.

11.4. Uncashed Settlement Checks And Class Members With Undeliverable Settlement Notices. The funds from the uncashed checks and for Class Members who were not sent a check because their Settlement Notice was returned as undeliverable shall be distributed by the Settlement Administrator to the State Controller’s Unclaimed Property Fund. No later than ten (10) calendar days after the requisite waiting period after the check-cashing deadline, the Settlement Administrator shall deposit the total amounts contained in the settlement checks, and all interest that has accrued, to the State Controller’s Unclaimed Property Fund. The Settlement Administrator shall provide a declaration of deposit with the State Controller’s Unclaimed Property Fund, which will be served on the Parties’ counsel within ten (10) calendar days of payment of the residual.

11.5. Dispute Resolution. Any disputes regarding payments to the Class, such as a dispute about a payment amount or the proper recipient of a Class Member Payment, will be resolved in the following manner: (1) Class Counsel and Defendant’s Counsel will first meet and confer in a good faith attempt to resolve the dispute. (2) In the event the dispute cannot be resolved informally between Class Counsel and Defendant’s Counsel, the Parties will submit the dispute to the Court for a binding determination.

XII. TAX TREATMENT

12.1. The Parties make no representations as to the tax treatment or legal effect of the payments called for or amounts required to be reported hereunder.

XIII. RELEASE AND JURISDICTION OF COURT

13.1. Release by Class Members: All Class Members hereby release any and all claims, liens, demands, actions, and causes of action of any nature that they have, had or may have against Defendant and Released Parties, arising out of the allegations of the Action, and hereby expressly waive and relinquish any and all claims they may have arising out of the allegations of the Action.

13.2. Releases by Class Representative. The Class Representative hereby releases any and all claims, liens, demands, actions, and causes of action of any nature which he has, had, or may have against Defendant and Released Parties. This release is intended to be a general one covering all existing claims or demands of any nature whatsoever. The Parties expressly understand and acknowledge that it is possible that unknown losses or claims exist or that present losses may have been underestimated in amount or severity. The Parties explicitly took that possibility into account in entering into this Agreement. A portion of the consideration has been bargained for between the Parties to this Agreement with the knowledge of the possibility of such unknown losses or claims and was given in exchange for a full accord, satisfaction, and discharge of all such losses or claims.

13.3. Plaintiff and the Class Members recognize that, even if they later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Approval Order and accompanying Judgment, Plaintiff and the Class Members fully, finally, and forever settle and release any and all of the Released Claims. The Parties acknowledge that the foregoing waiver and release was bargained for and is a material element of the Settlement Agreement.

13.4. Upon issuance of the Final Approval Order: (i) the Settlement Agreement shall be the exclusive remedy for any and all Class Members; (ii) DACM, Inc. and Released Parties shall

not be subject to liability or expense of any kind to any Class Member(s) for reasons related to the Action except as set forth herein; and (iii) Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all of the Released Claims against Defendant and Released Parties.

13.5. Without affecting the finality of the Final Approval Order or Final Judgment in any way, the Court shall retain jurisdiction over:

- a. any other action necessary to implement the terms of the Final Approval Order and/or this Agreement; and
- b. the construction, interpretation, implementation, and enforcement of the Final Approval Order, until each and every act agreed to be performed by the parties there under has in fact been fully performed.

XIV. ADMINISTRATION, ATTORNEYS' FEES, AND SERVICE AWARDS

14.1. All expenses incurred in administering this Settlement Agreement, including, without limitation, the cost of the Class Notice, and the cost of distributing and administering the benefits of the Settlement Agreement, shall be paid as described herein, subject to approval of the Court.

14.2. Subject to approval by the Court and pursuant to Section 6.1, DACM, Inc. shall retain the Class Administrator and shall pay for the costs and expenses of the Class Administrator.

14.3. Subject to approval by the Court, the Parties agree that Class Counsel may request that Class Counsel be paid attorneys' fees and costs awarded by the Court up to an amount that does not exceed Five Hundred Ten Thousand Dollars (\$510,000). Class Counsel agrees that they shall not be entitled to and will not seek – either from DACM, Inc. or from any other party, person, or entity – attorneys' fees and costs or other compensation for attorneys' services and expenses in the Action exceeding the amount stated above, subject to Court approval. Class Counsel agrees that such an award shall compensate them for all legal work in the Action up to and including the date of the Final Judgment, as well as for all legal work and costs that may be

incurred in the Action after the date of the Final Judgment. A single check payable to “Kemnitzer, Barron & Krieg LLP”, for such fees and costs as approved by the Court, will be issued within twenty-one (21) days after the Effective Date, provided required documentation, such as W-9 forms and payment instructions, are timely provided by Class Counsel.

14.4. The Parties agree that Class Counsel may apply to the Court for the payment of a Service Award to the Class Representative Jose De Jesus Villa-Cardenas that does not exceed Three Thousand Five Hundred Dollars (\$3,500). The Service Award shall be made in the form of a check to the Class Representative, and delivered to Class Counsel within twenty-one (21) days after the Effective Date, provided required documentation, such as W-9 forms and payment instructions, are timely provided by Class Counsel.

XV. REPRESENTATIONS, WARRANTIES, AND COVENANTS

15.1. Class Representative Jose De Jesus Villa-Cardenas and Class Counsel, who are signatories hereto, represent and warrant that they have the authority, on behalf of Plaintiff and the Class, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiff and constitutes their legal, valid, and binding obligation.

15.2. DACM, Inc. represents, and warrants that it has the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance by DACM, Inc. of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of DACM, Inc. This Settlement Agreement has been duly and validly executed and delivered by DACM, Inc. and constitutes its legal, valid, and binding obligation.

XVI. MISCELLANEOUS PROVISIONS

16.1. Each Party is Represented by Counsel. The Parties acknowledge to each other that each has been advised and is represented by legal counsel of their own choice throughout all

of the negotiations which preceded the execution of this Settlement Agreement and that they have executed this Settlement Agreement after being so advised and without reliance upon any promise or representation of any person or persons acting for or on behalf of the other, except as expressly set forth in this Agreement. The Parties further acknowledge that they and their counsel have had an adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Agreement prior to the execution of this Agreement. Each Party has read and approved the language of this Agreement, with the assistance of counsel.

16.2. Entire Agreement/Construction and Interpretation. This Settlement Agreement is entered into only for purposes of Settlement. In the event that the Final Approval Order is not entered or a Final Approval Order is subsequently reversed by an appeal, the Parties agree to use their best efforts to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, this Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Action or any other proceeding. Parties shall be restored to their prior rights and positions as if the Settlement Agreement had not been entered into.

16.3. Headings and Sections. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

16.4. Modification Only In Writing. This Settlement Agreement may not be modified or amended except in writing and signed by all of the Parties. This Settlement Agreement constitutes the entire, fully integrated agreement among the Parties and cancels and supersedes all prior written and unwritten agreements and understandings pertaining to the Settlement of the Action.

16.5. Counterpart Originals. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

16.6. Parties to Bear Costs. Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear his, her, or its own costs of the Action.

16.7. Reasonable Extensions of Time. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement, as well as to correct any inadvertent, non-substantive mistakes or typographical errors contained in any of the Settlement papers.

16.8. Communications Regarding Settlement. The Parties agree that any communications by the Parties regarding this Settlement will be consistent with the Settlement Agreement, Preliminary Approval Order, Class Notice, and Final Approval Order. Nothing in this paragraph shall limit (1) Class Counsel's ability to communicate with the Class Representative, Class Members upon Final Approval, or the Court, and (2) DACM, Inc.'s ability to communicate with its dealers, customers, or the Court.

16.9. Administration of the Settlement. The administration of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the Release, as provided herein. The Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to the Settlement Agreement, ensuring compliance with the reimbursement and replacements as provided herein, and allowing for discovery related to objectors, if any.

16.10. Drafting of Settlement Agreement. The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after negotiation, with

consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

16.11. Disputes Regarding Settlement Agreement. The Parties agree that any disputes regarding the meaning of the terms and conditions of this Settlement Agreement, the Parties' rights and obligations under this Settlement Agreement, and/or any disagreement regarding the manner in which any issue or dispute arising under this Settlement Agreement shall be submitted to the Court for resolution.

16.12. Enforcement; Attorneys' Fees. Without affecting the finality of the judgment in any way, the Court shall retain jurisdiction pursuant to Code of Civil Procedure § 664.6 over (a) any other action necessary to implement the terms of the Final Approval Order and Judgment and/or this Agreement, including any further amendments to the Final Approval Order and Judgment to provide relief to additional members of the Settlement Class who may be identified after entry of the Final Approval Order and Judgment; and (b) the construction, interpretation, implementation, and enforcement of the Final Approval Order and Judgment, until each and every act agreed to be performed by the parties there under has in fact been fully performed. The prevailing party in any action or proceeding to enforce the terms of this Agreement shall be entitled to their reasonable attorneys' fees and costs.

16.13. Governing Law. This Agreement shall be governed and interpreted under California law.

16.14. Performance of Provisions. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this agreement shall not be deemed a waiver of any provision of this agreement, and such Party, notwithstanding such

failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions herein.

16.15. Notices in Writing. All notices to the Parties or counsel required by this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

For Plaintiff Jose De Jesus Villa-Cardenas individually and as Class Representative:

Adam McNeile
Kristin Kemnitzer
KEMNITZER, BARRON & KRIEG LLP
1120 Mar West St., Suite C-2
Tiburon, CA 94941
(800) 520-4525
adam@kbklegal.com
kristin@kbklegal.com

For Defendant DACM Inc. dba Del Amo Motorsports of Orange:

Michael K. Johnson, Esq.
LEWIS BRISBOIS BISGAARD & SMITH, LLP
2185 N. California Blvd. Suite 300
Walnut Creek, CA 94549
(925) 357-3456 (Telephone)
Michael.Johnson@lewisbrisbois.com

Bryan M. Leifer, Esq.
LEWIS BRISBOIS BISGAARD & SMITH, LLP
633 W. 5th Street, Suite 4000,
Los Angeles, CA 90071
Bryan.Leifer@lewisbrisbois.com

[Signatures on Following Page.]

IN WITNESS WHEREOF, Plaintiff Jose de Jesus Villa-Cardenas and Defendant DACM, Inc. dba Del Amo Motorsports of Orange have executed this Settlement Agreement on the date(s) indicated below.

Dated: 4/12/2024



JOSE DE JESUS VILLA-CARDENAS
Individually and as Class Representative

Dated: _____

As the Authorized Representative of
DACM, INC dba DEL AMO MOTORSPORTS OF
ORANGE

APPROVED AS TO FORM:

Dated: April 12, 2024



Adam McNeile
KEMNITZER BARRON & KRIEG
Attorneys for Plaintiff
JOSE DE JESUS VILLA-CARDENAS,
INDIVIDUALLY AND AS CLASS
REPRESENTATIVE

Dated: _____

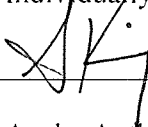
Michael K. Johnson
LEWIS BRISBOIS BISGAARD & SMITH, LLP
Attorneys for Defendant
DACM, INC dba DEL AMO MOTORSPORTS OF
ORANGE

IN WITNESS WHEREOF, Plaintiff Jose de Jesus Villa-Cardenas and Defendant DACM, Inc. dba Del Amo Motorsports of Orange have executed this Settlement Agreement on the date(s) indicated below.

Dated: _____

JOSE DE JESUS VILLA-CARDENAS
Individually and as Class Representative

Dated: 4/5/24



As the Authorized Representative of
DACM, INC dba DEL AMO MOTORSPORTS OF
ORANGE

APPROVED AS TO FORM:

Dated: _____

Adam McNeile
KEMNITZER BARRON & KRIEG
Attorneys for Plaintiff
JOSE DE JESUS VILLA-CARDENAS,
INDIVIDUALLY AND AS CLASS
REPRESENTATIVE

Dated: 4/5/2024



Michael K. Johnson
LEWIS BRISBOIS BISGAARD & SMITH, LLP
Attorneys for Defendant
DACM, INC dba DEL AMO MOTORSPORTS OF
ORANGE

EXHIBIT A

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE

JOSE DE JESUS VILLA-CARDENAS,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

DACM INC dba DEL AMO
MOTORSPORTS OF ORANGE; and DOES
1 through 50, inclusive,

Defendants

CASE NO. 30-2018-01023401-CU-BT-CXC

CLASS ACTION

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT (C.R.C. Rule 3.769)**

Unlimited Civil Case

Date:
Time:
Dept.: CX104
Judge: Hon. Melissa McCormick

_____/

THIS MATTER HAVING come before this Court for an Order preliminarily approving a settlement between Plaintiff Jose De Jesus Villa-Cardenas, individually and on behalf of the Class, and Defendant DACM INC dba Del Amo Motorsports of Orange (“DEL AMO”) and this Court having reviewed the Settlement Agreement and attachments thereto, executed by the parties, and submitted to the Court with the Motion for Preliminary Approval of Class Action Settlement, and the parties having consented to the entry of this Order;

IT IS HEREBY ORDERED as follows:

1. This Order incorporates the Settlement Agreement, and the terms used in this Order shall have the meanings and/or definitions given to them in the Settlement Agreement, as submitted to the Court with the Motion for Preliminary Approval of Class Action Settlement and as attached hereto as **Exhibit A**.

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**PRELIMINARY APPROVAL OF SETTLEMENT AND CERTIFICATION OF
SETTLEMENT CLASS**

2. Without prejudice to Final Approval, the Settlement, on the terms and conditions stated therein, is preliminarily approved by this Court as being fair, reasonable and adequate, free of collusion or indicia of unfairness, within the range of possible final judicial approval, and in the best interest of the Class.

3. For the purpose of Settlement, the Court hereby certifies the Class defined as follows:
- (a) all California consumers who purchased motor vehicles from DEL AMO;
 - (b) for which DEL AMO arranged or assisted the consumer with financing for the purchase of the motor vehicle through a lender issuing a credit card;
 - (c) and for which DEL AMO listed the lender issuing the credit card as the “LIENHOLDER OR LEGAL OWNER” on an Application for Registration of New Vehicle or “NEW LIENHOLDER” on an Application for Transfer by New Owner that DEL AMO sent to the California DMV;
 - (d) from October 3, 2014 to October 31, 2023.

FINAL APPROVAL HEARING

4. A Final Approval Hearing shall be held on [], at [] a.m./p.m. before the Hon. Melissa McCormick in Department CX104 of the Superior Court of the State of California, County of Orange, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, to consider: (i) final approval of the Settlement; (ii) Class Counsel’s application for payment of fees and costs; (iii) approval of the distribution of residual funds; and (iv) such other matters as this Court may deem proper and necessary.

OBJECTIONS TO SETTLEMENT

5. Any Class Member who intends to object (“Objector”) to the fairness, reasonableness, or adequacy of the Settlement (“Objections”) must mail a written Objection to the Class Administrator at the addresses set forth below, postmarked no later than sixty (60) days after the date the Settlement Notice is mailed to the Class. Any Objector must provide (i) the name of the lawsuit, captioned *Jose De Jesus Villa-Cardenas v. DACM Inc. dba Del Amo Motorsports of*

1 *Orange*, Case No. 30-2018-01023401-CU-BT-CXC; (ii) the full name, current address, and
2 current telephone number; (iii) a statement of the position(s) the objector wishes to assert,
3 including the factual and legal grounds for the position; (iv) copies of any other documents that
4 the objector wishes to submit in support of his/her position; and (v) the Objector's signature and
5 the date of the signature. The objection must also contain a statement as to whether the Objector
6 intends to appear at the Final Approval Hearing. Objections must be mailed to Class

7 Administrator at:

8 RG/2 Claims Administration LLC

9 P.O. Box 59479

10 Philadelphia, PA 19102-9479

11 Toll Free Number: 1-866-742-4955

12 Email: info@rg2claims.com

13 6. Facsimile: (215) 827-5551 No Objector shall be entitled to be heard at the Final Approval
14 Hearing, and no written objections or briefs submitted by an Objector shall be received or
15 considered by this Court at the Final Approval Hearing, unless the Objector has fully complied
16 with all terms and conditions set forth in the Settlement Notice, and as set forth in the Settlement
17 Agreement. If an Objection is overruled, the Objector will be bound by the terms of the
18 Settlement. Members of the Class who fail to file and serve timely written objections in the
19 manner specified above shall be deemed to have waived any objections and shall be foreclosed
20 from making any objection (whether by appeal or otherwise) to the Settlement Agreement.

21 **NOTICE OF SETTLEMENT**

22 7. The Settlement Notice attached to the Settlement Agreement as Exhibit B is hereby
23 approved for the purpose of notifying the Class as to the proposed Settlement, the Final Approval
24 Hearing, and the rights of Class Members.

25 8. DEL AMO is responsible for the costs of giving notice to the Class.

26 9. The Settlement Notice shall be sent to the respective members of the Class via first class
27 postage pre-paid U.S. Mail on or before 30 days after the issuance of this Order of Preliminary
28 Approval.

1 10. Sixteen (16) court days prior to the Final Approval Hearing, the Class Administrator shall
2 provide a declaration to the Court, with a copy to Class Counsel and Defendant's Counsel,
3 (i) informing the Court of Class Members who objected to the Settlement and or/plan on
4 attending the Final Approval Hearing, along with a copy of the objection to the settlement and/or
5 plan to attend and (ii) attesting to the measures undertaken to provide the Settlement Notice to
6 the Class Members.

7 11. The Settlement Notice is the best notice practicable, and is reasonably calculated, under
8 the circumstances, to apprise the Class of the Settlement of the Action and their right to object to
9 the Settlement. This Court further finds that the Settlement Notice provides sufficient notice of
10 the Final Approval Hearing, the Settlement, the application for attorneys' fees and costs, the
11 service award, and other matters set forth therein, and that the Settlement Notice satisfies the
12 California Rules of Court and due process of law, as to all persons entitled thereto.

13 **APPOINTMENT OF CLASS COUNSEL AND CLASS REPRESENTATIVE**

14 12. Having found that Kemnitzer, Barron & Krieg, LLP is qualified to represent the Class,
15 said firm is hereby jointly appointed as Class Counsel.

16 13. Having found that Jose De Jesus Villa-Cardenas adequately represents the Class, Jose De
17 Jesus Villa-Cardenas is hereby appointed Class Representative.

18 **FURTHER PROCEEDINGS; COURT JURISDICTION**

19 14. All discovery and other pretrial proceedings in this action are stayed and suspended until
20 further order of this Court, except such actions as may be necessary to implement the Settlement
21 Agreement and this Order.

22 15. For the benefit of the Class and to protect this Court's jurisdiction, this Court retains
23 continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in
24 accordance with the Settlement preliminarily approved herein and the related orders of this
25 Court.

26 16. The Parties are directed to carry out their obligations under the Settlement Agreement.

27 **RETURN TO STATUS QUO IF NOT APPROVED**

28 17. In the event that (a) this Court does not finally approve the Settlement as provided in the

1 Settlement Agreement; (b) this Court does not enter the Final Approval Order and Judgment as
 2 provided in all material respects and substantial form set forth in the Settlement Agreement; or
 3 (c) the Settlement does not become final for any other reason, the Settlement Agreement shall be
 4 null and void and any order or judgment entered by this Court in furtherance of this settlement
 5 shall be vacated *nunc pro tunc*. In such a case, the Parties shall proceed in all respects as if the
 6 Settlement Agreement had not been executed and the Parties shall in no way be prejudiced in
 7 proceeding with or defending this litigation.

8 **SUMMARY OF APPLICABLE DATES**

	Item	Proposed Dates
9		
10	1. Preliminary Approval by the Court	
11	2. Settlement Notice to be mailed by Class Administrator (¶7.1) (Preliminary Approval Order +30 days)	
12	3. Class Administrator to Re-Mail Settlement Notice (¶7.2) (5 days after receipt of any returned Settlement Notice)	
13	4. Deadline for Plaintiff to File Motion for Attorneys' Fees (Objection Date -10 days)	
14	5. Class Member Objection Deadline (¶2.19) (Mailing of Class Notice +60 days)	
15	6. Deadline for Plaintiff to File Motion for Final Approval ((¶9.1); CCP §1005) (Hearing -16 Court days)	
16	7. Deadline for Class Administrator to File (i) Declaration re Notice and (ii) Class Members' Objections to Settlement (¶6.1(j)) (Hearing -16 Court days)	
17	8. Final Approval Hearing (¶9.1)	
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20		

21 18. Class Counsel shall serve a copy of this Order on all named parties or their counsel
 22 within seven (7) days of receipt.

23 **SO ORDERED**

24 Dated: _____, 2024

25 _____
 26 HON. MELISSA MCCORMICK
 27
 28

EXHIBIT B-1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Jose De Jesus Villa-Cardenas v. DACM, Inc. dba Del Amo Motorsports of Orange
Orange County Superior Court, Case No. 30-2018-01023401-CU-BT-CXC*

DATE OF NOTICE: _____, 2024

THIS NOTICE IS BEING PROVIDED TO:

All California consumers who purchased motor vehicles from DACM, Inc. for which DACM, Inc. arranged or assisted the consumer with financing for the purchase of the motor vehicle through a lender issuing a credit card and for which DACM, Inc. listed the lender issuing the credit card as the “LIENHOLDER OR LEGAL OWNER” on an Application for Registration of New Vehicle or “NEW LIENHOLDER” on an Application for Transfer by New Owner that DACM, Inc. sent to the California DMV from October 3, 2014 to October 31, 2023.

Puede obtener una versión en español de este aviso en [website].

What Is the Purpose of this Notice?

The purpose of this notice is to inform you of the settlement of this class action lawsuit that was filed against defendant DACM Inc. dba Del Amo Motorsports of Orange (“**DACM, Inc.**” or “**Del Amo**”) in the Orange County Superior Court. The case is entitled *Jose De Jesus Villa-Cardenas v. DACM, Inc. dba Del Amo Motorsports of Orange*, Orange County Superior Court, Case No. 30-2018-01023401-CU-BT-CXC. You are receiving this Notice because you are a member of the “Class.” Mr. Jose De Jesus Villa-Cardenas is acting as the class representative.

The parties have agreed to settle this class action lawsuit, which involves 3,237 class members. This notice is being sent to you because you have a right to know about the proposed settlement, and about your legal rights and options, before the Court decides whether to finally approve the settlement. If the Court approves the settlement, you will be entitled to recover your share of the settlement benefit. Your legal rights are affected whether you act or don’t act.

Please read this notice carefully. Your rights and options, and the deadlines to exercise them, are more fully explained in this notice. The Court still has to decide whether to approve the settlement. The benefits of the settlement, including monetary relief for class members, will occur after the Court approves the settlement and any appeals are resolved. Please be patient.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Opt Out of the Class Action	You may exclude yourself from this class action lawsuit and from this settlement (“opt out”). If you opt out, you will not remain as a member of the Class and you will not participate in the settlement.	To opt out, you must send a written request to the Settlement Administrator no later than 60 days from the date of this notice . If you opt out, the information you must provide to the Settlement Administrator is described below.
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Object to the Settlement	You may tell the Court about why you don't like this settlement. However, whether you object to the settlement or not, you will remain in the Class, and you will be bound by any final approval of the settlement and judgment entered by the Court.	To object to the settlement, you must send your written objection to the Settlement Administrator no later than 60 days from the date of this notice . If you object, the information you must provide to the Settlement Administrator is described below.
Do Nothing	If you do nothing, you will receive your share of the settlement proceeds, and will be bound by any final approval of the settlement and judgment entered by the Court.	

What Is this Lawsuit About?

This lawsuit concerns the sale of motorcycles by Defendant **DACM, Inc.** using sales forms that Plaintiff contends do not comply with California consumer protection laws. Plaintiff Jose De Jesus Villa-Cardenas claims that **DACM, Inc.** sold motorcycles pursuant to without making all disclosures required under California's Rees-Levering Automobile Sales Finance Act (Civil Code §2981 et seq., the "Rees-Levering Act"), a law that governs the sale of motor vehicles under conditional sales contracts; that **DACM, Inc.** failed to provide motorcycle buyers with all documents and financial disclosures required by the Rees-Levering Act; and that **DACM, Inc.** engaged in deceptive and unfair business because the consumers did not receive a single document with all sales terms. Plaintiff asserts causes of action under the California Consumers Legal Remedies Act, Civil Code §1750, et seq., and Business and Professions Code §17200, et seq. Plaintiff, individually and on behalf of the Class, seeks recovery of damages and other forms of relief.

DACM, Inc. denies Plaintiff's allegations and contends that it made all disclosures that were required of it by law, and did not make any false and deceptive representations. **DACM, Inc.** contends that the Rees-Levering Act permits these third-party credit card transactions, and that **DACM, Inc.** has at all times complied with all applicable requirements of the Rees-Levering Act and California consumer protection laws. **DACM, Inc.** also contends that Plaintiff's claims are preempted by Federal Law, which regulates these transactions. **DACM, Inc.** denies Plaintiff's allegations, denies that any violations of any law occurred, and denies that Plaintiff and Class members have experienced any injury or are entitled to any form of relief.

You may obtain additional information about this case from the Orange Superior Court's official website. You will need to refer to the Civil "Case Summary" page, and enter the case number (30-2018-01023401-CU-BT-CXC) to access this information.

Who Is A Class Member?

In a class action, one or more people (in this case Plaintiff Jose De Jesus Villa-Cardenas) sue and seek relief on behalf of a larger group of people who may have similar claims. Together, all these people form a Class and are called Class Members, and the Plaintiff (or Plaintiffs in some cases) acts as the Class Representative. One court will resolve the issues for all Class Members. Once the Class has been certified, the Class Representative may settle the claims of all class

members, subject to approval of the settlement by the Court. However, Class Members are given the opportunity to opt out of the settlement by excluding themselves from the case, or may object to the settlement, if they so choose. Class Members who opt out of the settlement do not receive settlement benefits and are not bound by the settlement and ensuing judgment. Regardless of whether a Class Member objects or not, all participating Class Members will be bound by the Court's final approval of the settlement and ensuing judgment.

The Court preliminarily certified this action as a class action for settlement purposes on [redacted]. Class certification means that Plaintiff may seek relief from **DACM, Inc.** on behalf of every Class member, and that he has authority to resolve all claims raised in the Action on behalf of all Class Members. The Court defined the Class as follows:

- (a) all California consumers who purchased motor vehicles from **DACM, Inc.**;
- (b) for which **DACM, Inc.** arranged or assisted the consumer with financing for the purchase of the motor vehicle through a lender issuing a credit card;
- (c) and for which **DACM, Inc.** listed the lender issuing the credit card as the "LIENHOLDER OR LEGAL OWNER" on an Application for Registration of New Vehicle or "NEW LIENHOLDER" on an Application for Transfer by New Owner that **DACM, Inc.** sent to the California DMV;
- (d) from October 3, 2014 to October 31, 2023.

You are receiving this Notice because you are a member of this Class.

Why Is There a Settlement?

The Court has not decided who is right or wrong in this lawsuit. There has been no trial. Nevertheless, the parties are willing to enter into a settlement to end the lawsuit. This way, the parties can avoid the cost of a trial, and the Class Members can obtain relief. The settlement is a compromise and is not an admission by **DACM, Inc.** of any fault, wrongdoing, or liability. The settlement must be approved by the Court in order for Class Members to receive the benefits described below. If the settlement is not approved by the Court, the parties will go back to Court for a trial.

What Are the Benefits of the Settlement?

DACM, Inc. agrees to pay to the class the total sum of \$754,500 to resolve this Action in its entirety. Based on **DACM, Inc.**'s records, there are 3,237 members of the Class. Each Class Member has the opportunity to exclude him or herself ("opt-out") from this class action or object to the settlement as described below. The settlement funds will be distributed to class members by a check, and the amount to each Class Member will be a pro rata payment determined based on the amount of money the Class Member financed to purchase a motor vehicle from **DACM, Inc.** using a credit card that was arranged by **DACM, Inc.**. In addition, an amount not to exceed \$510,000 will be requested by Class Counsel for attorneys' fees, costs and expenses, subject to approval of the Court.

You do not have to do anything to receive the benefits described above.

What are the Tax Consequences of the Settlement?

Any benefits you receive may or may not be the subject of state or federal taxation, depending on your circumstances. Counsel for the parties in this lawsuit are not tax attorneys and you are advised to seek separate legal advice on matters of taxation.

Do I Give Up Anything As A Result of the Settlement?

In exchange for the benefits described above, you give up the right to sue or be part of any other lawsuit against **DACM, Inc.** about the claims based on the facts alleged in this lawsuit. In addition, you will be bound by all orders of the Court and any judgment in this case.

The settlement agreement includes a “Release of Claims” pursuant to which you would be releasing any and all claims, liens, demands, actions, and causes of action of any nature that they have, had or may have against Defendant and Released Parties, arising out of the allegations of the Action, and hereby expressly waive and relinquish any and all claims they may have arising out of the allegations of the Action. Specifically, the Release of Claims provides that you would be releasing **DACM, Inc.**, its parent entities, and their respective past, present and future affiliates, officers, directors, shareholders, employees, agents, contractors, representatives, subsidiaries, related entities, vehicle manufacturers, predecessors and successors in interests, agents, employees, insurers, reinsurers, attorneys, owners, predecessors, successors and assigns.

Can I Exclude Myself from the Class, and How Do I Do That?

You may exclude yourself from the Class (“opt out”) by mailing a written request to [redacted], at the following address:

[redacted]

Please sign and date your request for exclusion, and include your full name, address, and the following statement: “I request to be excluded from the Class in *Jose De Jesus Villa-Cardenas v. DACM, Inc. dba Del Amo Motorsports of Orange*, Orange County Superior Court, Case No. 30-2018-01023401-CU-BT-CXC.” **To be valid, your request for exclusion must be postmarked no later than 60 days from the date of this notice.**

If you exclude yourself from the Class, you will not receive any further communications about this lawsuit. You will not be bound by any final judgment that is entered in this case. This means you will retain any right you currently possess to file your own case about any of the issues in this lawsuit and may hire a separate attorney to do so. You will not be eligible to object to the settlement, and you will not share in any monetary relief awarded to the Class.

If you wish to remain in the Class but disagree with the settlement, you may object. The process for doing that is described below.

If you wish to remain in the Class and participate in the settlement, you do not need to do anything

Can I Object to the Settlement, and How Do I Do That?

If you are a Class Member, you may object to the settlement if you disagree with any part of it. To object to the settlement, you must send a written objection to RG/2 Claims Administration LLC, by First Class Mail at the following address:



Your written objection must be postmarked no later than 60 days from the date of this notice.

Be sure to include all of the following information in your written objection, as your objection may not be considered if necessary information is omitted: (1) The name of the lawsuit, *Jose De Jesus Villa-Cardenas v. DACM, Inc. dba Del Amo Motorsports of Orange*, Orange County Superior Court, Case No. 30-2018-01023401-CU-BT-CXC; (2) Your full name, current address and telephone number; (3) the reasons you object to the settlement, including the factual and legal grounds for your objection; (4) any supporting evidence and briefing you wish to have considered in support of the objection; and (5) your signature and the date of your signature.

If you object, you are not required to attend the Final Approval Hearing, but you may do so if you choose. Please state in your written objection if you intend to attend the Final Approval Hearing.

What Happens If I Do Nothing?

If you do nothing at all, and the settlement is approved by the Court, you will automatically receive your share of the settlement benefits. You will also be bound by the Release of Claims and final Judgment of the Court, described above.

Do I Have a Lawyer in this Lawsuit?

The Court has approved of the law firm of Kemnitzer, Barron & Krieg, LLP as counsel on behalf of the Class. These lawyers are referred to as Class Counsel. You do not have to pay Class Counsel anything for their services in connection with this case. Instead, under the Parties' settlement agreement, Class Counsel will request that it be paid up to \$510,000 to compensate them for their attorney's fees and expenses. The exact amount that Class Counsel will be paid will be determined by the Court at the Final Approval Hearing described below. The payment of attorneys' fees and costs will not diminish your benefits under the settlement. If you wish to hire your own separate attorney, you have the right to do so at your own expense.

When Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to approve of the proposed settlement. The Final Approval Hearing is currently scheduled on _____, 2024 at [time] (subject to change by the Court without further notice), at the Orange County Superior Court, 751 W. Santa Ana Blvd., Santa Ana, CA 92701, in Dept. CX104 the Hon. Melissa McCormick, Judge presiding. At this hearing, the Court will determine whether the proposed settlement is fair, reasonable and adequate. The Court will also decide the amount of attorneys' fees to be paid to

Class Counsel, and the amount of any service award to the Class Representative, which could amount to \$3,500.

This settlement will not take effect unless the Court approves it at the Final Approval Hearing. If the Court does not approve the settlement, Class Members will not receive the benefits described in this notice, and the rights of the parties will be determined at trial. It will be as if no settlement had been reached.

How Do I Get More Information?

This notice is only a summary of the proposed settlement. You may call the Settlement Administrator directly for updates regarding the Court hearing dates. If you have additional questions concerning this lawsuit or the settlement, you may contact Class Counsel listed below. You may also visit the following website for further information about this case: _____.

You may obtain additional information about this case from the Orange County Superior Court's official website: <https://www.occourts.org/online-services/case-access/>. You will need to refer to the Civil "Case Summary" page and enter the case number (30-2018-01023401-CU-BT-CXC) to access this information. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

Please do not contact the Judge.

Class Administrator:
RG/2 Claims Administration LLC
PO Box XXXX
Telephone: _____

Class Counsel:
KEMNITZER, BARRON & KRIEG LLP
Adam McNeile
Kristin Kemnitzer
1120 Mar West St., Suite C-2
Tiburon, CA 94920
Telephone: (800) 520-4525

EXHIBIT B-2

AVISO DE PROPUESTA DE ACUERDO DE DEMANDA COLECTIVA

*Jose De Jesus Villa-Cardenas v. DACM, Inc. dba Del Amo Motorsports of Orange
Caso n° 30-2018-01023401-CU-BT-CXC, Tribunal Superior del Condado de Orange*

FECHA DE AVISO: _____ de 2024

ESTE AVISO SE DIRIGE A:

Todos los compradores de California que adquirieron vehículos de DACM, Inc. para quienes DACM, Inc. haya gestionado o colaborado en la financiación de dicha compra recurriendo a un prestamista emisor de tarjetas de crédito, y en los que DACM, Inc. haya designado a dicha emisora como “DERECHOHABIENTE O PROPIETARIO LEGAL” en solicitudes de registro de vehículos nuevos o como “NUEVO DERECHOHABIENTE” en solicitudes de traspaso del nuevo propietario que DACM, Inc. presentó al DMV de California entre el 3 de octubre de 2014 y el 31 de octubre de 2023.

An English version of this notice is available at [website].

¿Cuál es la finalidad de este aviso?

Este aviso se envía para informarle del acuerdo de esta demanda colectiva que se interpuso contra el Demandado, DACM Inc. operando como Del Amo Motorsports of Orange (“DACM, Inc.”) en el Tribunal Superior del Condado de Orange. El caso se titula *Jose De Jesus Villa-Cardenas v. DACM, Inc. dba Del Amo Motorsports of Orange*, Caso n° 30-2018-01023401-CU-BT-CXC, Tribunal Superior del Condado de Orange. Este Aviso se le remite por formar parte de esta “Demanda Colectiva”. El representante de la Demanda Colectiva es el Sr. José De Jesús Villa-Cárdenas.

Las partes han llegado a un acuerdo para resolver esta Demanda Colectiva, en la que se incluyen 3.237 personas. Le enviamos este aviso porque usted tiene derecho a informarse sobre el acuerdo propuesto, y sobre sus derechos y opciones legales, antes de que el Tribunal se pronuncie sobre su aprobación definitiva. En caso de que el Tribunal apruebe el acuerdo, usted podrá cobrar su parte correspondiente del importe del acuerdo. Independientemente de que actúe o no, esto afectará a sus derechos legales.

Sírvase leer este aviso con atención. En él se explican con más detalle cuáles son sus derechos y opciones, y cuáles son los plazos para ejercerlos. Queda pendiente que el Tribunal se pronuncie sobre la aprobación definitiva del acuerdo. Una vez que el Tribunal lo apruebe definitivamente y se resuelvan todas las apelaciones, se recibirán los pagos del acuerdo, incluyendo los pagos individuales correspondientes a los miembros de la demanda. Le rogamos que sea paciente.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN VIRTUD DEL ACUERDO:		
Excluirse de la Demanda Colectiva	Usted puede solicitar su exclusión de esta Demanda Colectiva y del acuerdo. Si se excluye, ya no será miembro de la Demanda Colectiva y no formará parte del acuerdo.	Para solicitar su exclusión, debe enviar dicha solicitud por escrito al Administrador del Acuerdo a más tardar 60 días a partir de la fecha que consta en este aviso . Si se excluye, la información que deberá indicar al Administrador del Acuerdo se explica en los apartados siguientes.
Presentar objeciones al acuerdo	Puede indicarle al Tribunal por qué motivos no está conforme con el acuerdo. En cualquier caso, independientemente de que presente o no objeciones al acuerdo, seguirá formando parte de la Demanda Colectiva y estará obligado a cumplir la sentencia y la aprobación definitiva que dicte el Tribunal.	Para presentar objeciones al acuerdo, deberá presentarlas por escrito al Administrador del Acuerdo a más tardar 60 días a partir de la fecha que consta en este aviso . Si presenta objeciones, la información que deberá indicar al Administrador del Acuerdo se explica en los apartados siguientes.
No hacer nada	Si no hace nada, cobrará su parte del acuerdo y quedará obligado a cumplir la sentencia y la aprobación definitiva que dicte el Tribunal.	

¿De qué trata esta demanda?

Esta demanda está relacionada con la venta de motocicletas del Demandado, **DACM, Inc.** mediante formularios de venta que, según el Demandante, no cumplen con la legislación de California en materia de protección al consumidor. El Demandante, José De Jesús Villa-Cárdenas, alegó que **DACM, Inc.** vendió motocicletas sin facilitar toda la información obligatoria en virtud de la Ley Rees-Levering sobre financiación de ventas de vehículos en California (Sección 2981 y siguientes del Código Civil, la "Ley Rees-Levering"), una ley reguladora de la venta de vehículos motorizados mediante contratos de venta condicional; que **DACM, Inc.** incumplió su obligación de facilitar a los compradores de motocicletas la documentación y la información financiera prevista en la Ley Rees-Levering; y que **DACM, Inc.** incurrió en prácticas comerciales engañosas y desleales ya que los consumidores no recibieron un único documento que incluyese todas las condiciones de venta. El Demandante presenta demandas en virtud de la Ley de Recursos Legales de los Consumidores de California, Sección 1750 y siguientes del Código Civil, y las secciones 17200 y siguientes del Código de Comercio y Profesiones. El Demandante, a título individual y en nombre de los miembros de la Demanda Colectiva, solicita la indemnización por daños y perjuicios y otras medidas compensatorias.

DACM, Inc. desmiente las acusaciones del Demandante y afirma haber facilitado toda la información exigida por la legislación, y que no ha hecho declaraciones falsas o engañosas. **DACM, Inc.** argumenta que la Ley Rees-Levering contempla este tipo de operaciones de tarjetas de crédito de terceros, y que **DACM, Inc.** ha cumplido en todo momento con los requisitos aplicables de la Ley Rees-Levering y la legislación de California en materia de protección al consumidor. **DACM, Inc.** afirma también que sobre las reclamaciones del Demandante prevalece la Ley Federal, reguladora de dichas transacciones. **DACM, Inc.** desmiente las acusaciones del Demandante, desmiente el

incumplimiento de la legislación vigente y que el Demandante y los miembros de la Demanda Colectiva hayan sido perjudicados o tengan derecho a indemnización alguna.

Si desea más información sobre este caso, visite el sitio web oficial del Tribunal Superior de Orange. Para ello, deberá dirigirse al "Resumen de Casos" de la sección Civil e indicar el número de caso (30-2018-01023401-CU-BT-CXC).

¿Quiénes son miembros de la Demanda Colectiva?

En una Demanda Colectiva, una o más personas (en este caso el Demandante, José De Jesús Villa-Cárdenas) interponen una demanda y solicitan una indemnización en nombre de una agrupación mucho más amplia de personas que podrían tener reclamaciones similares. En conjunto, todos ellos forman una Demanda Colectiva y se denominan Miembros de la Demanda Colectiva, y el Demandante (o los Demandantes, según el caso) representa a los miembros de la Demanda Colectiva. Un tribunal resolverá estas reclamaciones para todos los Miembros de la Demanda Colectiva. Una vez que se haya certificado dicha Demanda Colectiva, su Representante podrá pactar un acuerdo para resolver las reclamaciones de todos los miembros de la Demanda Colectiva, sujeto a la aprobación de dicho acuerdo por parte del Tribunal. Sin embargo, los miembros de la Demanda Colectiva podrán excluirse voluntariamente del acuerdo o presentar objeciones al mismo, si así lo desean. Los Miembros de la Demanda Colectiva que se excluyan del acuerdo no recibirán las indemnizaciones derivadas ni estarán obligados a cumplir lo dispuesto en él ni en la sentencia que se dicte en consecuencia. Independientemente de si un Miembro de la Demanda Colectiva presenta objeciones o no, todos los Miembros de la Demanda Colectiva participantes quedarán obligados a cumplir lo dispuesto en dicha resolución y en la consiguiente sentencia del Tribunal.

El Tribunal certificó preliminarmente esta demanda como una demanda colectiva para los fines de la resolución el día []. La certificación de la Demanda Colectiva implica que el Demandante podrá solicitar indemnización de **DACM, Inc.** en nombre de todos los miembros de la Demanda Colectiva, con autoridad para resolver todas las reclamaciones planteadas en la Demanda en nombre de todos los Miembros de la Demanda Colectiva. El Tribunal definió la Demanda Colectiva de la siguiente manera:

- (a) todos los compradores de California que adquirieron vehículos de **DACM, Inc.**;
- (b) para quienes **DACM, Inc.** haya gestionado o colaborado en la financiación de dicha compra recurriendo a un prestamista emisor de tarjetas de crédito;
- (c) y en los que **DACM, Inc.** haya designado a dicha emisora como "DERECHOHABIENTE O PROPIETARIO LEGAL" en solicitudes de registro de vehículos nuevos o como "NUEVO DERECHOHABIENTE" en solicitudes de traspaso del nuevo propietario que DACM, Inc. presentó al DMV de California;
- (d) entre el 3 de octubre de 2014 y el 31 de octubre de 2023.

Usted ha recibido este Aviso por ser miembro de esta Demanda Colectiva.

¿Por qué se ha llegado a un Acuerdo?

El Tribunal no se ha pronunciado sobre quién tiene razón o no en este litigio. No se ha celebrado ningún juicio. Ahora bien, las partes están dispuestas a llegar a un acuerdo para resolver el litigio. Esto evitará a las partes los gastos de un juicio, y los Miembros de la Demanda Colectiva podrán recibir una indemnización. El acuerdo es una solución conciliatoria y no constituye una admisión por parte de **DACM, Inc.** de ningún tipo de culpabilidad, irregularidad o responsabilidad. Para que los Miembros de la Demanda Colectiva cobren las indemnizaciones indicadas a continuación, es necesario que el Tribunal lo apruebe. En caso de que el Tribunal no apruebe el acuerdo, las partes volverán a comparecer ante el Tribunal para celebrar un juicio.

¿Qué se obtiene con el acuerdo?

DACM, Inc. se compromete a pagar a la Demanda Colectiva un total de USD 754.500 como resolución íntegra de esta Demanda. Según los registros de **DACM, Inc.**, hay 3.237 miembros de la Demanda Colectiva. Todos los miembros de la demanda colectiva podrán excluirse de la misma o presentar sus objeciones al acuerdo, como se indica a continuación. Los fondos del acuerdo se distribuirán entre los Miembros de la Demanda Colectiva por cheque, y el importe para cada uno de ellos será calculado a prorrata en función de cuánto dinero hayan financiado para adquirir vehículos de motor de la empresa **DACM, Inc.** con tarjetas de crédito gestionadas por **DACM, Inc.**. Además, los Abogados de la Demanda Colectiva solicitarán un máximo de USD 510.000 en concepto de honorarios de abogados, costos y gastos, a reserva de la aprobación del Tribunal.

No es necesario que haga nada para recibir las indemnizaciones antes mencionadas.

¿Qué efectos fiscales tendrá el acuerdo?

Según sus circunstancias, las indemnizaciones que reciba pueden o no estar sujetas a impuestos estatales o federales. Los abogados de las partes de este litigio no son expertos fiscales, así que le recomendamos solicitar asesoría jurídica independiente sobre cuestiones fiscales.

¿Debo renunciar a algo en virtud del acuerdo?

A cambio de las indemnizaciones antes mencionadas, usted renunciará expresamente a demandar o a ser parte de cualquier otra demanda contra **DACM, Inc.** sobre las reclamaciones relacionadas con los hechos expuestos en esta demanda. Además, usted deberá cumplir todas las resoluciones del Tribunal y los fallos que se dicten en relación con este caso.

El acuerdo de conciliación incluye una "Exoneración de reclamaciones" según la cual usted exoneraría expresamente todas las reclamaciones, gravámenes, demandas, acciones y causales de acción de cualquier índole que tenga, haya tenido o pueda tener contra el Demandado y las Partes Exoneradas, derivadas de los argumentos de la Demanda, y por el presente renuncia expresamente a todas sus reclamaciones derivadas de lo alegado en la Demanda. Específicamente, la Exoneración de Reclamaciones dispone que usted exoneraría a **DACM, Inc.**, a sus entidades matrices, y a sus respectivas filiales anteriores, actuales y futuras, funcionarios, directores, accionistas, empleados, agentes, contratistas, representantes, filiales, entidades relacionadas, fabricantes de vehículos,

predecesores y sucesores de intereses, agentes, empleados, aseguradoras, reaseguradoras, abogados, propietarios, predecesores, sucesores y cesionarios.

¿Puedo excluirme del acuerdo? De ser así, ¿cómo se solicita la exclusión?

Puede solicitar su exclusión de la Demanda Colectiva mediante el envío de una solicitud por escrito a , a la dirección que figura a continuación:



Sírvase firmar y anotar la fecha en su solicitud de exclusión, incluir su nombre completo, dirección y una declaración como la siguiente “Yo solicito que se me excluya de la Demanda Colectiva en el Caso n° 30-2018-01023401-CU-BT-CXC, Tribunal Superior del Condado de Orange, titulado *Jose De Jesus Villa-Cardenas v. DACM, Inc. dba Del Amo Motorsports of Orange.*” **Para que su solicitud de exclusión sea válida, debe llevar matasellos postal a más tardar 60 días a partir de la fecha que figura en este aviso.**

Si se excluye de la Demanda Colectiva, no volverá a recibir comunicaciones sobre este litigio. No quedará sujeto a la sentencia definitiva que se dicte en este caso. Es decir, seguirá teniendo derecho a presentar su propia demanda sobre cualquiera de las cuestiones planteadas en este litigio y podrá contratar a otro abogado para hacerlo. No tendrá derecho a presentar objeciones al acuerdo y no recibirá ninguna indemnización que se conceda a la Demanda Colectiva.

Si prefiere seguir formando parte de la Demanda Colectiva pero no está conforme con el acuerdo, puede presentar una objeción. Más adelante se explica cómo hacerlo.

Si desea seguir formando parte de la Demanda Colectiva y acogerse al acuerdo, no tiene que hacer nada.

¿Puedo presentar objeciones al acuerdo? De ser así, ¿cómo se presentan las objeciones?

Si usted es un Miembro de la Demanda Colectiva, puede presentar objeciones al acuerdo si no está conforme con alguna de sus partes. Para presentar objeciones debe enviarlas por escrito a , por correo de primera clase a la dirección que figura a continuación:



Para que su objeción sea válida, debe llevar matasellos postal a más tardar 60 días a partir de la fecha que figura en este aviso.

Procure incluir toda la información que se indica a continuación en su objeción por escrito, puesto que si omite información necesaria es posible que no se tome en consideración la misma: (1) El título de la demanda, que es *Jose De Jesus Villa-Cardenas v. DACM, Inc. dba Del Amo Motorsports of Orange*, Caso n° 30-2018-01023401-CU-BT-CXC, Tribunal Superior del Condado de Orange; (2) Su nombre completo, dirección actual y número de teléfono; (3) los motivos por los que objeta el acuerdo, incluyendo los fundamentos de hecho y de derecho que justifican su objeción; (4) las pruebas y la información que considere necesarias para justificar la objeción; y (5) su firma y la fecha en que firmó.

Si presenta objeciones, no tiene obligación de comparecer en la audiencia de aprobación definitiva, pero puede hacerlo voluntariamente. Sírvase indicar en su objeción por escrito si tiene previsto comparecer en la audiencia de aprobación definitiva.

¿Qué sucede si no hago nada?

Si no hace nada en absoluto, y el Tribunal aprueba el acuerdo, recibirá automáticamente su parte correspondiente de las indemnizaciones resultantes del mismo. Asimismo, quedará obligado a cumplir la Exoneración de Reclamaciones y la Sentencia definitiva del Tribunal, que se describen en los apartados anteriores.

¿Tengo un abogado que me represente en esta demanda?

El Tribunal aprobó al bufete de abogados Kemnitzer, Barron & Krieg, LLP como abogados en nombre de la Demanda Colectiva. Estos abogados se denominan Abogados de la Demanda Colectiva. No es necesario que pague nada a los Abogados de la Demanda Colectiva por sus servicios en este caso. En lugar de ello, en virtud del acuerdo entre las Partes, los Abogados de la Demanda Colectiva solicitarán el pago de USD 510,000 en concepto de honorarios y gastos procesales. El importe concreto que se pagará a los Abogados de la Demanda Colectiva lo determinará el Tribunal en la Audiencia de Aprobación Definitiva que se detalla a continuación. El pago de los honorarios y gastos correspondientes a los abogados no supondrá una reducción de su indemnización en virtud del acuerdo. Si usted desea contratar a su propio abogado particular, tiene derecho a hacerlo asumiendo los gastos.

¿Cuándo decidirá el Tribunal sobre la aprobación del acuerdo?

El Tribunal celebrará una Audiencia de Aprobación Definitiva para pronunciarse sobre la aprobación del acuerdo propuesto. La audiencia de aprobación definitiva está prevista para el día _____ de 2024 a las [hora] (sujeto a cambios sin previo aviso por parte del Tribunal), en el Tribunal Superior del Condado de Orange, sito en 751 W. Santa Ana Blvd., Santa Ana, CA 92701, Dept. CX104, presidido por la Honorable Jueza Melissa McCormick. En dicha audiencia, el Tribunal determinará si el acuerdo propuesto es justo, razonable y adecuado. Asimismo, el tribunal se pronunciará sobre la cuantía a pagar en concepto de honorarios y gastos procesales a los Abogados de la Demanda Colectiva y sobre el pago al Representante de la Demanda Colectiva, que podrá ascender a USD 3,500.

Este acuerdo no entrará en vigor salvo que así lo apruebe el Tribunal en la Audiencia de Aprobación Definitiva. En caso de que el Tribunal no apruebe el acuerdo, los Miembros de la Demanda Colectiva no recibirán las indemnizaciones previstas en este aviso, y se determinarán los derechos de las partes en el juicio. Como si no se hubiese llegado a un acuerdo.

¿Cómo puedo obtener información adicional?

Este aviso contiene únicamente un resumen del acuerdo propuesto. Puede llamar directamente al Administrador del Acuerdo para recibir información actualizada sobre las fechas de las audiencias ante el Tribunal. Si tiene preguntas sobre esta demanda o el acuerdo alcanzado, puede comunicarse con los Abogados de la Demanda Colectiva mediante la información de contacto que se indica a continuación. Asimismo, para obtener información sobre este caso puede visitar el sitio web: _____.

Puede consultar información adicional sobre este caso en el sitio web oficial del Tribunal Superior del Condado de Orange: <https://www.occourts.org/online-services/case-access/>. Para ello, deberá dirigirse al "Resumen de Casos" de la sección Civil e indicar el número de caso (30-2018-01023401-CU-BT-CXC). Asimismo, podrá consultar gratuitamente las versiones electrónicas de todos los documentos del expediente utilizando los terminales informáticos disponibles en los juzgados de lo civil.

Le rogamos no ponerse en contacto con la jueza de este caso.

Administrador de la Demanda Colectiva:

RG/2 Claims Administration LLC

PO Box XXXX

Teléfono: _____

Abogados de la Demanda Colectiva:

KEMNITZER, BARRON & KRIEG LLP

Adam McNeile

Kristin Kemnitzer

1120 Mar West St., Suite C-2

Tiburon, CA 94920

Teléfono: (800) 520-4525

EXHIBIT C

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE

JOSE DE JESUS VILLA-CARDENAS,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

DACM INC dba DEL AMO
MOTORSPORTS OF ORANGE; and DOES
1 through 50, inclusive,

Defendants

**CASE NO. 30-2018-01023401-CU-BT-
CXC**

CLASS ACTION

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Unlimited Civil Case

Date:
Time:
Dept.: CX104
Judge: Hon. Melissa McCormick

_____ /

Plaintiff Jose De Jesus Villa-Cardenas, individually and on behalf of the Class (“Plaintiff”), has submitted to the Court a Motion for Final Approval of Class Action Settlement (the “Final Approval Motion”) seeking final approval of the Settlement Agreement and Release entered into by and between Plaintiff, and defendant DACM INC dba Del Amo Motorsports of Orange (“DEL AMO”) (the “Settlement Agreement”).

This Court preliminarily approved the Settlement Agreement pursuant to the Preliminary Approval Order dated [redacted]. Notice of the Settlement was given to all members of the Class pursuant to the terms of the Preliminary Approval Order.

This Court has reviewed the papers filed in support of the Final Approval Motion, including the Settlement Agreement and exhibits thereto, memoranda, and declarations. The

1 Court held a hearing on [], at which time the parties and all other interested persons were
2 heard regarding the proposed Settlement.

3 Based on the papers filed with the Court and presentations made to the Court at the
4 hearing, it appears to the Court that the Settlement Agreement is fair, adequate, and reasonable.

5 **THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that:

6 1. This Final Order and Judgment (the “Judgment”) incorporates the Settlement Agreement,
7 and the capitalized terms used in this Judgment shall have the meanings and/or definitions given
8 to them in the Settlement Agreement.

9 2. This Court has jurisdiction over the subject matter of this action and over all Parties,
10 including all Class Members.

11 3. Notice of the Settlement, given to each Class Member pursuant to the terms of the
12 Settlement Agreement and as described in the Class Administrator’s declaration, by mailing the
13 Settlement Notice and creating a notice website, constitutes the best notice practicable and is in
14 full compliance with the requirements of California Rules of Court and due process of law.

15 4. The Settlement and the Settlement Agreement are the product of arm’s length
16 negotiations between the Parties, and the terms thereof are fair, reasonable, adequate, and in the
17 best interests of the Class, and are therefore approved and incorporated herein by the Court.

18 5. The Parties are directed to implement the terms of the Settlement and Settlement
19 Agreement. To the extent already implemented by the Parties, such implementation is hereby
20 approved and ratified by the Court.

21 6. Upon the date of this Judgment, the Class Members shall be deemed to have released any
22 and all claims, liens, demands, actions, and causes of action of any nature that they have, had, or
23 may have against Defendant and Released Parties, arising out of the allegations of the Action,
24 and waived and relinquished any and all claims they may have arising out of the allegations of
25 the Action.

26 7. Upon the date of this Judgment, the Class Representative shall be deemed to have
27 released any and all claims, liens, demands, actions, and causes of action of any nature which he
28 has, had, or may have against Defendant and Released Parties.

1 8. It is expressly determined that there is no just reason for delay and the entry of this
2 Judgment expressly is hereby directed. In the event that this Judgment is appealed, its mandate
3 will automatically be stayed until and unless the Judgment is affirmed in its entirety by the court
4 of last resort to which such appeal(s) has (have) been taken and such affirmance is no longer
5 subject to further appeal or review.

6 9. This Judgment is final for purposes of appeal and may be appealed, and the Clerk is
7 hereby directed to enter Judgment thereon.

8 10. The Court, having reviewed the declarations, exhibits, and points and authorities
9 submitted in support of Class Counsel's request for an award of attorney fees and costs as
10 prevailing party, and no oppositions having been filed, awards attorney fees and costs in the
11 amount of \$510,000. The Court finds that such an award is reasonable and appropriate under all
12 of the circumstances presented. Defendant shall pay this amount by check made payable to
13 "Kemnitzer, Barron, & Krieg, LLP" and delivered to Kemnitzer, Barron & Krieg, LLP, 1120
14 Mar West St., Suite C-2, Tiburon, CA 94920 by within ten (10) days after the Effective Date of
15 Settlement for Fees. Such payment of attorney fees and costs shall be separate from and in
16 addition to the payments to the Settlement Class and shall not reduce the amount of those
17 payments.

18 11. \$3,500 shall be paid to Plaintiff and Class Representative Jose De Jesus Villa-Cardenas,
19 as a service award;

20 12. The Class Administrator is directed to distribute any unclaimed settlement funds no later
21 than ten (10) days after the check stale date, which is one hundred eighty (180) days from the
22 date of distribution of the Settlement Funds to the State Controller's Unclaimed Property Fund.

23 13. Any and all objections to the Settlement and the Settlement Agreement are overruled as
24 being without merit.

25 14. Jurisdiction is hereby reserved by this Court to assure compliance with all terms of this
26 Settlement, in accordance with the Settlement Agreement and this Judgment.

27 15. Class Counsel shall serve a copy of this Judgment on all named parties or their counsel
28 within seven (7) days of receipt.

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SO ORDERED

Dated: _____, 2024

HON. MELISSA MCCORMICK

EXHIBIT 2

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE – CIVIL COMPLEX CENTER

JOSE DE JESUS VILLA-CARDENAS,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

DACM INC dba DEL AMO
MOTORSPORTS OF ORANGE, and DOES 1
through 50, inclusive,

Defendant.

CASE NO. 30-2018-01023401-CU-BT-CXC
Hon. Melissa McCormick / Dept. CX104

CLASS ACTION

**DECLARATION OF WILLIAM W.
WICKERSHAM REGARDING
QUALIFICATIONS OF RG/2 CLAIMS
ADMINISTRATION**

Action Filed: October 3, 2018
Trial Date: August 26, 2024

I, William W. Wickersham, declare as follows:

1. I am a resident of the United States of America, and am over the age of 18. I am the Vice President, Business Development and Client Relations for RG/2 Claims Administration, LLC, (herein after referred to as "RG/2"), a professional class action settlement services provider. I prepared this declaration at the request of Plaintiff’s Counsel to file. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

1 2. RG/2 has extensive experience in administering Class Action Settlements,
2 including direct mail services, telephone and web-based support, database management, claims
3 processing and settlement fund distribution services for Class Actions of all sizes, from less than
4 30 class members to millions of Class Members.

5 3. RG/2 Claims maintains a Record Retention and Destruction Policy (hereafter
6 “Records Policy”) which generally requires it to maintain, store, and make available, in an indexed
7 and readily retrievable form, all records and documentation associated with a particular matter for
8 a period, generally seven years, following the distribution of any fund. The Records Policy also
9 allows for the time period and the triggering event to be adjusted to appropriate client and court
10 requirements, such as retention for six years from the transfer of any remaining funds to the SEC
11 or the closing of the account from which the funds were disbursed, whichever is earlier. RG/2
12 Claims will be able to accommodate this retention and destruction arrangement and smoothly
13 implement it into its operating procedures.

14 4. RG/2 Claims Administration LLC’s Information Security Program, Infrastructure
15 Policies and Information Security Requirements are committed to ensuring the safety of our
16 client’s data from unauthorized use, access, disclosure, theft, manipulation, reproduction or
17 possible security breach, during the tenure of our relationship.

18 5. Our Information Security Program employs a layered security approach, forming a
19 defense-in-depth strategy to mitigate known or potential security risks. Major components of the
20 program include Risk Assessment, Security Assessment, Security Awareness, Security Policies
21 and Standards as well as Risk Mitigation. Dedicated Information Security, Network and Systems
22 Infrastructure personnel are responsible for the management of the program in order to ensure the
23 prevention of unauthorized access to the environment supporting the services provided to our
24 clients.

25 6. RG/2 Claims Administration LLC implements best in class commercially accepted
26 technologies and applies appropriate methods of security to ensure that the integrity and privacy of
27 our data is protected. Our security program adheres to industry standards and best practices that
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1 addresses the critical requirements of safeguarding information based on the International
2 Organization for Standardization (ISO/IEC 27001:2013) and NIST SP 800-53 Rev. 4.

3 7. RG/2 Claims invests in training and monitoring our personnel with regular and
4 routine cybersecurity trainings to ensure that safeguarding and protecting class member data is a
5 core tenant of our operations.

6 8. RG/2 Claims has a multi-layered insurance coverage that includes appropriate
7 coverage that is aligned with the size and risk exposure for our firm. These policies include
8 insurance coverage for commercial general liability, professional (errors and omissions), and
9 privacy liability, per wrongful act, which will be available to cover claims that may arise from the
10 performance of the aforementioned services. RG/2 Claims' insurance coverage also includes a
11 \$15,000,000 cyber liability policy. To date, RG/2 has never had a claim on its insurance due to its
12 carefully designed protocols and procedures.

13 9. Upon completion of the administration, RG/2 Claims will retain and store all data
14 relating to the administration until we receive instructions from our client to delete, archive, return
15 or destroy such data. RG/2 Claims reserves the right to retain data necessary to comply with
16 applicable laws, regulations and in compliance with our own record retention and back-up
17 policies.

18 10. RG/2 has no known conflicts of interest with Class Members.

19 11. RG/2 has no financial relationship with Plaintiff, Class Counsel, or Defense
20 Counsel, other than when retained as a settlement administrator.

21 12. I understand that if appointed by the Court, RG/2's duties as the settlement
22 administrator for this matter will include, but are not limited to: RG/2 would provide notice of the
23 settlement and distribution services. In this capacity, RG/2 expects to be charged with the
24 following duties: (a) preparing, printing, and mailing to class member the class notice; (b)
25 providing a toll free 800 number where class members are able to speak to a live representative
26 regarding the settlement; (c) processing undeliverable mail and locating updated addresses for
27 class members; (d) receiving and validating requests for exclusion submitted by class members;

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1 (e) receiving other communications about the settlement; (f) filing any required reports with the
2 court; (g) establishing a fund for settlement distribution; (h) calculating the amounts due to each
3 class member pursuant to the settlement; and, (i) making payments to class members through the
4 established fund and filing all applicable tax returns.

5 13. In preparation of the mailing list for this case, RG/2 will perform a National
6 Change of Address (NCOA) search in attempt to update the class list of addresses as accurately as
7 possible prior to mailing. A search of this database provides updated addresses for any individual
8 who has moved in the previous four years and notified the U.S. Postal Service of a forwarding
9 address. This indicates to the post office that any mail pieces with a forwarding address or that
10 cannot be delivered are returned to RG/2 for further processing.

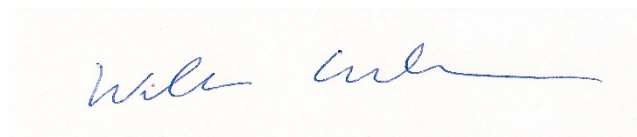
11 14. With respect to item “(c)” in paragraph 12 above, when a notice packet is returned
12 undeliverable from the post office without a forwarding address, using the social security number
13 provided by Defendant, RG/2 will run a skip trace using Accurant, one of the most comprehensive
14 address databases available. Accurant, a subsidiary of LexisNexis, utilizes hundreds of different
15 databases supplied by credit reporting agencies, public records and a variety of other national
16 database resources. RG/2 will then re-mail the notice packet to any new addresses located as a
17 result of this skip tracing process.

18 15. Based on my significant experience and supervising case managers on hundreds of
19 wage and hour class action settlements, the various steps described above (NCOA before mailing,
20 re-mailing to forwarding addresses provided by the Post Office, skip-tracing returns via Accurant
21 for those Notice packets returned without forwarding addresses, re-mailing to those new
22 addresses, etc.) is the most effective and accepted method to locate class members in wage and
23 hour class action settlements.

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I declare, under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 20, 2024, in Wilton, CT.



WILLIAM W. WICKERSHAM

1 PROOF OF SERVICE

2 **Re: *Mejia Villa-Cardenas v. Del Amo Motorsports of Orange, et al.***
3 **Orange County Superior Court Case No. 30-2018-01023401-CU-BT-CXC**

4 I, Sean R. Barry, certify that I am not a party to the proceeding herein, that I am and was
5 at the time of service over the age of 18 years old, and a resident of the State of California. My
6 business address is 580 California St., Ste. 1211, San Francisco, CA 94104.

7 On May 23, 2024, I served the following:

8 **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS
9 ACTION SETTLEMENT**

10 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR
11 PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

12 **DECLARATION OF ADAM MCNEILE IN SUPPORT OF MOTION FOR
13 PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

14 by ELECTRONIC SERVICE, pursuant to stipulation of the parties, to the person(s) and
15 electronic mail address(es) shown below.

16 **Michael K. Johnson**
17 **LEWIS, BRISBOIS, BISGAARD & SMITH**
18 **333 Bush St., Ste. 1100**
19 **San Francisco, CA 94104**

20 michael.johnson@lewisbrisbois.com

21 **Attorneys for Defendant DACM INC dba DEL AMO MOTORSPORTS OF ORANGE
22 COUNTY (erroneously sued as DACM INC dba DEL AMO MOTORSPORTS OF
23 ORANGE)**

24 ~~**Sonali Olson (removed per counsel's request)**~~

25 **Joel Witzman**

26 **OLSON LAW GROUP**

27 **21700 Oxnard St., Ste. 640**

28 **Woodland Hills, CA 91367**

solson@olsonlawape.com (removed per counsel's request)

jwitzman@olsonlawapc.com

rrodriguez@olsonlawgroup.com (removed per counsel's request)

lstudent@olsonlawgroup.com (removed per counsel's request)

rrodriguez@olsonlawgroup.com (added per counsel's request)

**Attorneys for Defendant DACM INC dba DEL AMO MOTORSPORTS OF ORANGE
COUNTY (erroneously sued as DACM INC dba DEL AMO MOTORSPORTS OF
ORANGE)**

I declare under penalty of perjury that the foregoing is true and correct.

Dated: May 23, 2024



Sean R. Barry