

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

**ORDER OF FINAL APPROVAL AND
JUDGMENT**

Assigned for all purposes to
Hon. Melissa R. McCormick – Dept. CX105

I. RECITALS

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"), as amended by the First Amendment to Settlement Agreement
(collectively, the "Settlement Agreement").

1 This Court preliminarily approved the Settlement Agreement pursuant to the Preliminary
2 Approval Order dated January 29, 2025. Notice of the Settlement was given to all members of
3 the Class pursuant to the terms of the Preliminary Approval Order.

4 This Court has reviewed the papers filed in support of the Final Approval Motion,
5 including the Settlement Agreement and exhibits thereto, memoranda, and declarations. The
6 Court held a hearing on June 26, 2025 at 2:00 p.m.

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

10 II. FINDINGS

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

13 This Court has jurisdiction over the subject matter of this action and over all Parties,
14 including all Class Members.

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

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

22 III. ORDER

23 Kemnitzer, Barron & Krieg, LLP is hereby appointed as Class Counsel.

24 Jose De Jesus Villa-Cardenas is appointed as Class Representative.

25 The Parties are ordered to implement the terms of the Settlement and Settlement
26 Agreement.

27 The two objections to the Settlement are overruled.
28

1 The Class Administrator received two (2) timely requests for exclusion. Pursuant to
2 these requests, George Nakamura and Yvette Martinez are excluded from the settlement.

3 The settlement fund (“Settlement Benefit” as defined in the Settlement Agreement) is
4 \$754,500.

5 The Court, having reviewed the declarations, exhibits, and points and authorities
6 submitted in support of Class Counsel’s request for an award of attorney fees and costs as
7 prevailing party, and no oppositions having been filed, awards attorney fees and costs in the
8 amount of \$510,000. The Court finds that such an award is reasonable and appropriate under all
9 of the circumstances presented. Defendant shall pay this amount by check made payable to
10 “Kemnitzer, Barron, & Krieg, LLP” and delivered to Kemnitzer, Barron & Krieg, LLP, 1120
11 Mar West St., Suite C-2, Tiburon, CA 94920 within twenty-one (21) days after the Effective
12 Date of Settlement for Fees. Such payment of attorney fees and costs shall be separate from and
13 in addition to the payments to the Settlement Class and shall not reduce the amount of those
14 payments. \$3,500 shall be paid to Plaintiff and Class Representative Jose De Jesus Villa-
15 Cardenas, as an enhancement award. Such payment of enhancement award shall be separate
16 from and in addition to the payments to the Settlement Class and shall not reduce the amount of
17 those payments.

18 A final accounting hearing is scheduled for April 23, 2026 at 9:00 a.m. in Dept. CX105.
19 A Final Accounting Status Report shall be filed at least nine Court days prior to the final
20 accounting hearing.

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

23 The Class Administrator shall post a copy of this Judgment on the settlement website for
24 180 days.

25 IV. JUDGMENT

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

- 27 1. The Parties shall implement the terms of the Settlement and Settlement Agreement.
28 2. Upon Defendant depositing the Settlement Funds with the Class Administrator, the Class

1 Members shall be deemed to have released any and all claims, liens, demands, actions, and
2 causes of action of any nature that they have, had or may have against Defendant and Released
3 Parties, that were or reasonably could have been asserted in the Action based on the facts alleged
4 in the Operative Complaint.

5 3. Upon Defendant depositing the Settlement Funds with the Class Administrator, the Class
6 Representative shall be deemed to have released any and all claims, liens, demands, actions, and
7 causes of action of any nature which he has, had, or may have against Defendant and Released
8 Parties.

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

12 5. Jurisdiction is hereby reserved by this Court pursuant to Code of Civil Procedure Section
13 664.6 to enforce the Settlement in accordance with the Settlement Agreement and this Judgment.

14 **IT IS SO ORDERED, AJUDGED AND DECREED.**

15
16
17 Dated: June 30, 2025



MELISSA R. MCCORMICK
JUDGE OF THE SUPERIOR COURT