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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE

SEP 03 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

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

STEVE SALAS, an individual and on behalf  
of all others similarly situated,

Plaintiff,

v.

ALL AMERICAN RACERS, INC., a  
California corporation; and DOES 1 through  
100, inclusive,

Defendants.

CASE NO.: 30-2023-01351412-CU-OE-CXC

[Assigned for all purposes to Hon. David  
A. Hoffer in Dept. CX103]

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS AND  
REPRESENTATIVE ACTION  
SETTLEMENT AND JUDGMENT**

1           This matter having come before the Court for a Hearing on Plaintiff's Motion for Final  
2 Approval of Settlement pursuant to the Order of this Court granting preliminary approval  
3 ("Preliminary Approval Order") (ROA #91) of the class and representative action settlement upon  
4 the terms set forth in the Class and PAGA Settlement Agreement ("Settlement," "Agreement" or  
5 "Settlement Agreement") attached to the Declaration of Brandon M. Chang (ROA #49) and the  
6 Amendment to Class and PAGA Settlement Agreement attached to the Supplemental Declaration  
7 of Brandon Chang (ROA #70), submitted in support of the Motion for Preliminary Approval of  
8 Class and Representative Action Settlement and Provisional Class Certification for Settlement  
9 Purposes Only (ROA #51); and due and adequate notice having been given to the Class Members  
10 as required in the Preliminary Approval Order; and the Court having considered all papers filed and  
11 proceedings had herein and otherwise being fully informed and good cause appearing therefore, it  
12 is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

13           1.   The Motion for Final Approval of Class and Representative Action Settlement;  
14 Enhancement Award; and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

15           2.   The definitions set out in the Settlement Agreement are incorporated by reference into  
16 this Order; all terms defined therein shall have the same meaning in this Order as defined in the  
17 Settlement Agreement.

18           3.   This Court has jurisdiction over the subject matter of this litigation and over all Parties  
19 to this litigation, including all Class Members.

20           4.   For settlement purposes only, the Court certifies the following class ("Settlement Class,"  
21 "Settlement Class Members" or "Class Members"): all persons employed by defendant All  
22 American Racers, Inc. ("Defendant") in California and classified as a nonexempt, hourly-paid  
23 employee who worked for Defendant during the period from September 27, 2019, through March  
24 15, 2025 ("Class Period").

25           5.   "Aggrieved Employees" means all persons employed by Defendant in California and  
26 classified as a non-exempt, hourly-paid employees who worked for Defendant during the period  
27 from September 27, 2022, through March 15, 2025 ("PAGA Period")

28           6.   "Plaintiff" refers to plaintiff Steve Salas.

1       7. The parties released shall include: Defendant, and each of their former, present and  
2 future owners, parents, and subsidiaries, and all of their current, former, and future officers,  
3 directors, members, managers, employees, partners, shareholders, joint venturers, agents,  
4 predecessors, successors, and assigns.

5       8. Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,  
6 and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all  
7 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,  
8 Participating Class Members, Aggrieved Employees, and Class Counsel will release claims against  
9 all Released Parties as follows:

10       a. Class Released Claims: For the duration of the Class Period, all Participating Class  
11 Members, on behalf of themselves and their respective former and present  
12 representatives, agents, attorneys, heirs, administrators, successors, and assigns,  
13 release Released Parties from all claims that were alleged, or reasonably could have  
14 been alleged, based on the facts stated in the Operative Complaint including: (1)  
15 failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to  
16 provide meal periods or compensation in lieu thereof; (4) failure to provide rest  
17 periods or compensation in lieu thereof; (5) failure to pay all wages due upon  
18 termination; (6) failure to provide accurate wage statements; (7) failure to timely pay  
19 wages during employment; (8) failure to indemnify; (9) violation of Labor Code  
20 section 227.3; and (10) engaging in unfair competition within the meaning of  
21 Business and Professions Code section 17200 arising out of Labor Code violations  
22 referenced in the Complaint.

23       b. PAGA Released Claims: For the duration of the PAGA Period and to the extent  
24 permitted by law, the LWDA, the State of California, and all Aggrieved Employees  
25 are deemed to release, on behalf of themselves and their respective former and  
26 present representatives, agents, attorneys, heirs, administrators, successors, and  
27 assigns, the Released Parties from all claims for PAGA penalties that were alleged,  
28

1 or reasonably could have been alleged, based on the facts stated in the Operative  
2 Complaint and the PAGA Notice.

3 9. Distribution of the Court approved Notice of Proposed Class Action and PAGA  
4 Settlement and Date For Final Approval Hearing ("Class Notice") directed to the Class Members as  
5 set forth in the Settlement Agreement and the other matters set forth herein have been completed in  
6 conformity with the Preliminary Approval Order, including individual notice to all Class Members  
7 who could be identified through reasonable effort, and was the best notice practicable under the  
8 circumstances. The Class Notice provided due and adequate notice of the proceedings and of the  
9 matters set forth therein, including the proposed class settlement set forth in the Settlement  
10 Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the  
11 requirement of due process.

12 10. Only two (2) Class Members opted out of the Settlement, zero (0) Class Members  
13 objected to the Settlement. The two (2) Class Members who opted out of the Settlement are Daniel  
14 F. Gurney and Taylor Tanaka. Daniel F. Gurney and Taylor Tanaka will not be bound by the  
15 Judgment.

16 11. The Court further finds that the Settlement is fair, reasonable and adequate, and that  
17 Plaintiff has satisfied the standards and applicable requirements for final approval of class action  
18 settlement under California law, including the provisions of Code of Civil Procedure section 382  
19 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in  
20 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

21 12. This Court hereby approves the settlement set forth in the Settlement Agreement and  
22 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to  
23 effectuate the settlement according to its terms. The Court finds that the settlement has been reached  
24 as a result of intensive, serious and non-collusive arm's-length negotiations. The Court further finds  
25 that the Parties have conducted extensive and costly investigation and research, and counsel for the  
26 parties are able to reasonably evaluate their respective positions. The Court also finds that settlement  
27 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would  
28 be presented by the further prosecution of this Action. The Court has noted the significant benefits

1 to the Class Members under the Settlement. The Court also finds that the class is properly certified  
2 as a class for settlement purposes only.

3 13. The Court approves Plaintiff as Class Representative.

4 14. The Court approves David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.,  
5 as Class Counsel.

6 15. The Court approves ILYM Group, Inc. ("Settlement Administrator" or "ILYM"), as the  
7 Settlement Administrator.

8 16. The Court hereby awards Class Counsel attorneys' fees in the total amount of  
9 \$495,000.00 which is thirty percent (30%) of the Gross Settlement Amount of \$1,650,000.00, and  
10 to be deducted therefrom. In addition, the Court awards Class Counsel reimbursement of their costs  
11 of \$17,875.95, to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be  
12 paid by the Settlement Administrator from the Gross Settlement Amount as set forth in the  
13 Settlement Agreement.

14 17. The Court hereby approves an enhancement award of \$6,500.00 to the Plaintiff in  
15 consideration of his time, effort and risk incurred on behalf of the Settlement Class. Plaintiff has  
16 provided Defendant with a general release and a release of unknown claims pursuant to Civil Code  
17 section 1542. The enhancement award will be paid to Plaintiff by the Settlement Administrator from  
18 the Gross Settlement Amount as set forth in the Settlement Agreement.

19 18. The Court hereby approves the Settlement Administrator's cost in the amount of  
20 \$7,650.00. The Settlement Administrator, ILYM Group, Inc., shall be paid the cost of administration  
21 of the settlement from the Gross Settlement Amount.

22 19. The Court hereby approves the PAGA Amount of \$165,000.00, of which \$123,750.00  
23 shall be paid to the LWDA and the remaining \$41,250.00 to be distributed to the Aggrieved  
24 Employees.

25 20. After deducting these sums, a total of \$957,974.05 will be available for distribution to  
26 Class Members ("Net Settlement Amount").

27 21. Except as expressly provided herein, the Parties each shall bear all their own fees and  
28 costs in connection with this matter.

1       22. "Effective Date" means the later of: (a) the Court enters a Judgment on its Order  
2 Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as  
3 of the latest of the following occurrences: (a) if no Participating Class Member objects to the  
4 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members  
5 objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment;  
6 or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the  
7 Judgment and issues a remittitur.

8       23. Defendant shall fully fund the Gross Settlement Amount and fund the amounts  
9 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the  
10 Administrator no later than 65 days after the Effective Date.

11       24. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator  
12 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA  
13 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class  
14 Counsel Litigation Expenses Payment, and the Class Representative Service Payment.  
15 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment  
16 and the Class Representative Service Payment shall not precede disbursement of Individual Class  
17 Payments or the Individual PAGA Payments.

18       25. The Administrator will issue checks for the Individual Class Payments and/or Individual  
19 PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid.  
20 The face of each check shall prominently state the date (not less than 180 days after the date of  
21 mailing) when the check will be voided.

22       26. For any Class Member or Aggrieved Employee whose Individual Class Payment check  
23 or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator  
24 shall transmit the funds represented by such checks to the California Controller's Office, Unclaimed  
25 Property Fund in the name of the Class Member or Aggrieved Employee, thereby leaving no "unpaid  
26 residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

1        27. The Court finds that the class settlement on the terms set forth in the Settlement  
2 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of  
3 the released claims against Defendant.

4        28. A Hearing Re: Final Administration of the Class Action Settlement is hereby scheduled  
5 for July 13, 2027, at 1:30 p.m., in Department CX103 of the above entitled Court. At least sixteen  
6 (16) calendar days prior to said hearing, the Parties shall file a declaration confirming that the claims  
7 have been paid and that administration of all the terms and conditions of the class action settlement  
8 have been completed. Should the Court find that said declaration has sufficiently evidenced full and  
9 complete administration of the class action settlement, the Hearing Re: Final Administration of the  
10 Class Action Settlement will go off calendar.

11        29. This document shall constitute a Judgment for purposes of California Rules of Court,  
12 Rule 3.769(h).

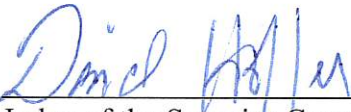
13        30. Without affecting the finality of the Judgment in any way, pursuant to California Rules  
14 of Court Rule 3.769, *et seq.* and California Code of Civil Procedure section 664.6, this Court hereby  
15 retains continuing jurisdiction over the interpretation, implementation and enforcement of the  
16 Settlement and all orders and judgments entered in connection therewith.

17        31. The Administrator shall post a copy of this Order and Judgment on its website consistent  
18 with the Settlement Agreement.

19        32. The Court orders the Parties and the Settlement Administrator to carry out their duties  
20 and obligations in accordance with the terms of the Settlement Agreement.

21  
22 **IT IS SO ORDERED.**

23  
24 Dated: 9/3, 2026

  
\_\_\_\_\_  
Judge of the Superior Court

25  
26 **DAVID HOFFER**