

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE**

Civil Complex Center  
751 W. Santa Ana Blvd  
Santa Ana, CA 92701

**SHORT TITLE:** Salas vs. All American Racers, Inc.

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE**

**CASE NUMBER:**  
**30-2023-01351412-CU-OE-CXC**

I certify that I am not a party to this cause. I certify that that the following document(s), Order - Other dated 01/16/26, was transmitted electronically by an Orange County Superior Court email server on January 22, 2026, at 11:26:30 AM PST. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

BIBIYAN LAW GROUP, P.C.  
ANITA@TOMORROWLAW.COM

BIBIYAN LAW GROUP, P.C.  
DAVID@TOMORROWLAW.COM

BIBIYAN LAW GROUP, P.C.  
JEFF@TOMORROWLAW.COM

JACKSON LEWIS PC  
LAUREN.SHELBY@JACKSONLEWIS.COM

Clerk of the Court, by:



\_\_\_\_\_, Deputy

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE**

41958473

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

JAN 16 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,

Defendant.

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

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

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
AND REPRESENTATIVE ACTION  
SETTLEMENT AND CERTIFYING  
CLASS FOR SETTLEMENT PURPOSES  
ONLY**

1 This Court, having considered the motion of plaintiff Steve Salas (“Plaintiff”), for Preliminary  
2 Approval of the Class and Representative Action Settlement and Provisional Class Certification for  
3 Settlement Purposes Only (“Motion for Preliminary Approval”, ROA #51), the Declarations of  
4 Brandon M. Chang, David D. Bibiyan, Steve Salas, and Anthony Rogers, the Class and PAGA  
5 Settlement Agreement (the “Settlement,” “Settlement Agreement” or “Agreement”) attached to the  
6 Declaration of Brandon M. Chang (ROA #49), the Supplemental Declaration of Brandon M. Chang,  
7 the Amendment to Class and PAGA Settlement Agreement attached to the Supplemental  
8 Declaration of Brandon Chang (ROA #70), the proposed Notice of Proposed Class Action and  
9 PAGA Settlement and Date for Final Approval Hearing (“Class Notice”), and other documents  
10 submitted in support of the Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND**  
11 **DECREEES THAT:**

12 1. The definitions set out in the Settlement Agreement and Amendment to Class and  
13 PAGA Settlement Agreement are incorporated by reference into this Order; all terms defined therein  
14 shall have the same meaning in this Order.

15 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement  
16 Class Members” or “Class Members”) for the purpose of settlement only: all persons employed by  
17 defendant All American Racers, Inc. (“Defendant”) in California and classified as a nonexempt,  
18 hourly-paid employee who worked for Defendant during the period from September 27, 2019,  
19 through March 15, 2025 (“Class Period”).

20 3. The Court preliminarily appoints the named Plaintiff as Class Representative. The  
21 Court also preliminarily appoints David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,  
22 P.C. as Class Counsel.

23 4. The Court preliminarily approves the proposed class settlement upon the terms and  
24 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the  
25 settlement appears to be within the range of reasonableness of settlement that could ultimately be  
26 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement  
27 amount is fair, adequate, and reasonable as to all potential class members when balanced against the  
28 probable outcome of further litigation relating to liability and damages issues. It further appears that

1 extensive and costly investigation and research has been conducted such that counsel for the parties  
2 at this time are reasonably able to evaluate their respective positions. It further appears to the Court  
3 that the settlement at this time will avoid substantial additional costs to all parties, as well as the  
4 delay and risks that would be presented by the further prosecution of the Action. It further appears  
5 that the settlement has been reached as the result of intensive, non-collusive, and arms-length  
6 negotiations utilizing an experienced third-party neutral.

7 5. The Court approves, as to form and content, the Class Notice that has been submitted  
8 herewith as Exhibit "A," the Request for Exclusion form that has been submitted herewith as Exhibit  
9 "B," the Objection to Settlement form that has been submitted herewith as Exhibit "C," and the  
10 Workweek/Pay Period Dispute form that has been submitted herewith as Exhibit "D."

11 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to  
12 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The  
13 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies  
14 with the requirements of law and appears to be the best notice practicable under the circumstances.

15 7. The Court hereby preliminarily approves the definition and disposition of the Gross  
16 Settlement Amount of \$1,650,000.00 which is inclusive of: attorneys' fees of not more than one-  
17 third (1/3) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement  
18 Agreement, amounts to \$550,000.00, in addition to actual costs incurred of up to \$30,000.00; a  
19 service award to Plaintiff of up to \$7,500.00; costs of settlement administration of no more than  
20 \$7,650.00 and Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount of  
21 \$165,000.00, of which \$123,750.00 (75%) will be paid to the Labor and Workforce Development  
22 Agency ("LWDA") and \$41,250.00 (25%) to Aggrieved Employees.

23 8. "Aggrieved Employee" means a person employed by Defendant in California and  
24 classified as a non-exempt, hourly-paid employee who worked for Defendant during the period from  
25 September 27, 2022, through the end of the Class Period ("PAGA Period").

26 9. The Gross Settlement Amount expressly excludes Employer Taxes, which will be  
27 paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

28 ///

1 10. Class Member's "Workweek" means any week during which a Class Member  
2 worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire dates  
3 (as applicable), and termination dates (as applicable).

4 11. Defendant represents that there are no more than 42,929 Workweeks worked during  
5 the Class Period. In the event the number of Workweeks worked by Class Members during the Class  
6 Period increases by more than 10% or 4,293 Workweeks, then the Gross Settlement Amount shall  
7 be increased proportionally by the Workweeks in excess of 47,222 Workweeks. If the total number  
8 of Workweeks in the Class Period, as determined from Defendant's payroll data, is ultimately  
9 determined to exceed 42,929 Workweeks by more than 10%, (i.e., 47,222 Workweeks), then the  
10 Gross Settlement Amount shall be increased by the pro rata percentage increase in excess of 10%  
11 over 42,929 Workweeks to include the additional Workweeks (e.g., a 12% increase in Workweeks  
12 would result in a 2%, or \$33,000.00, increase in the Gross Settlement Amount).

13 12. The Court deems, ILYM Group, Inc. ("ILYM" or "Settlement Administrator"), the  
14 Settlement Administrator, and payment of administrative costs, not to exceed \$7,650.00 out of the  
15 Gross Settlement Amount for services to be rendered by Settlement Administrator on behalf of the  
16 class.

17 13. Not later than 14 days after the Court grants Preliminary Approval of the Settlement,  
18 Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a  
19 Microsoft Excel spreadsheet. "Class Data" means Class Member identifying information in  
20 Defendant's custody, possession, or control, including the Class Member's (1) name; (2) last known  
21 address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5)  
22 the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

23 14. To protect Class Members' privacy rights, the Administrator must maintain the Class  
24 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,  
25 and restrict access to the Class Data to Administrator employees who need access to the Class Data  
26 to effect and perform their duties under the Agreement. Defendant has a continuing duty to  
27 immediately notify Class Counsel if it discovers that the Class Data omitted class member  
28 identifying information and to provide corrected or updated Class Data as soon as reasonably

1 feasible. Without any extension of the deadline by which Defendant must send the Class Data to  
2 the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to  
3 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4 15. Using best efforts to perform as soon as possible, and in no event later than 14 days  
5 after receiving the Class Data, the Administrator will send to all Class Members identified in the  
6 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with  
7 certified Spanish translation, substantially in the form attached to this Order as Exhibit “A”.

8 16. Not later than 3 business days after the Administrator’s receipt of any Class Notice  
9 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any  
10 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the  
11 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the  
12 most current address obtained. The Administrator has no obligation to make further attempts to  
13 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second  
14 time.

15 17. “Response Deadline” means forty-five (45) days after the Administrator mails Notice  
16 to Class Members and Aggrieved Employees and shall be the last date on which Class Members  
17 may: (a) mail Requests for Exclusion from the Settlement, (b) mail his or her challenge to the  
18 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the  
19 Class Notice, or (c) mail his or her Objection to the Settlement. Class Members to whom Notice  
20 Packets are resent after having been returned undeliverable to the Administrator shall have an  
21 additional 15 days beyond the Response Deadline has expired.

22 18. Class Members who wish to exclude themselves (opt-out of) the Class Settlement  
23 must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days  
24 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose  
25 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their  
26 representative that reasonably communicates the Class Member’s election to be excluded from the  
27 Settlement and includes the Class Member’s name, address and email address or telephone number.  
28 Class Members may complete and mail the Request for Exclusion form to the Settlement

1 Administrator. To be valid, a Request for Exclusion must be timely postmarked by the Response  
2 Deadline.

3 19. Every Class Member who does not submit a timely and valid Request for Exclusion  
4 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and  
5 bound by all terms and conditions of the Settlement, including the Participating Class Members'  
6 Releases, regardless of whether the Participating Class Member actually receives the Class Notice  
7 or objects to the Settlement.

8 20. Each Class Member shall have 45 days after the Administrator mails the Class Notice  
9 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the  
10 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the  
11 Class Notice. Class Members may complete and mail the Workweek/Pay Period Dispute form to  
12 the Settlement Administrator. The Class Member may challenge the allocation by communicating  
13 with the Administrator via mail.

14 21. Only Participating Class Members may object to the class action components of the  
15 Settlement and/or the Agreement, including contesting the fairness of the Settlement, amounts  
16 requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or  
17 Class Representative Service Payment. Participating Class Members may send written objections to  
18 the Administrator, by mail. Participating Class Members may complete and mail the Objection to  
19 Settlement form to the Settlement Administrator. In the alternative, Participating Class Members  
20 may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final  
21 Approval Hearing.

22 22. If a Class Member submits both an objection and a Request for Exclusion, the  
23 Request for Exclusion will control and the Objection will be overruled.

24 23. Before the date by which Plaintiff is required to file the Motion for Final Approval  
25 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a  
26 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its  
27 obligations under this Agreement including, but not limited to, its mailing of Class Notice, the Class  
28 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,

1 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the  
2 number of written objections, and the Exclusion List. The Administrator will supplement its  
3 declaration as needed or requested by the Parties and/or the Court.

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

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

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

21 27. For any Class Member or Aggrieved Employee whose Individual Class Payment  
22 check or Individual PAGA Payment check is uncashed and cancelled after the void date (180 days),  
23 the Administrator shall transmit the funds represented by such checks to the California Controller's  
24 Office, Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee, thereby  
25 leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure  
26 Section 384, subd. (b).

27 28. All papers filed in support of final approval, including supporting documents for  
28 attorneys' fees and costs, shall be filed by April 3, 2026.

1           29.           A Final Fairness and Approval Hearing shall be held with the Court on April 27,  
2 2026 at 1:30 p.m. in Department CX103 of the above-entitled Court to determine: (1) whether the  
3 proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court;  
4 (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service  
5 award to the Class Representatives; (4) the amount to be paid to the Settlement Administrator; and  
6 (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

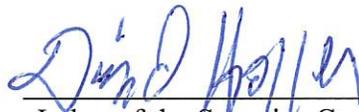
7           30.           The Court shall retain continuing jurisdiction over the Action pursuant to Code of  
8 Civil Procedure section 664.6, the Parties and Aggrieved Employees, to the fullest extent to enforce  
9 and effectuate the terms and intent of the Settlement Agreement.

10          31.           The Court orders the Parties and the Settlement Administrator to carry out their duties  
11 and obligations in accordance with the terms of the Settlement Agreement.

12 **IT IS SO ORDERED.**

13  
14 Dated: \_\_\_\_\_

17/16/26



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

DAVID HOFFER

# **EXHIBIT A**

**NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT  
AND DATE FOR FINAL APPROVAL HEARING**

*Steve Salas v. All American Racers, Inc.*

(County of Orange, California Superior Court Case No. 30-2023-01351412-CU-OE-CXC)

**As a current or former non-exempt, hourly-paid California employee of All American Racers, Inc.,  
you are entitled to receive money from a class action and PAGA settlement.**

**Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.**

You have received this Notice of Class Action and PAGA Settlement (“Notice”) because the records of All American Racers, Inc. (“Defendant”), show that you are a “Class Member” and, therefore, entitled to a payment from this class action and PAGA settlement. Class Members are all persons employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the period September 27, 2019, through March 15, 2025 (“Class Period”).

- The settlement is to resolve a class action lawsuit, *Steve Salas v. All American Racers, Inc.*, pending in the Superior Court of California for the County of Orange, Case Number 30-2023-01351412-CU-OE-CXC (the “Lawsuit”), alleging causes of action against Defendant for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon termination; (6) failure to provide accurate wage statements; (7) failure to timely pay wages during employment; (8) failure to indemnify; (9) violation of Labor Code section 227.3; and (10) engaging in unfair competition within the meaning of Business and Professions Code section 17200 arising out of Labor Code violations referenced in the Complaint. Plaintiff also seeks civil penalties under the California Labor Code Private Attorney’s General Act of 2004 (“PAGA”) for violations of Labor Code.
- On [REDACTED], the Orange County Superior Court granted preliminary approval of this class action and PAGA settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contend that they fully complied with all applicable laws.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>DO NOTHING AND RECEIVE PAYMENT</b>	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
<b>OPT OUT OF THE SETTLEMENT</b>	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time during the period from September 27, 2022 through the end of the Class Period (“PAGA Period”) in California as a non-exempt, hourly-paid employee of Defendant as well, then you will be deemed an “Aggrieved Employee” and you will still receive your

**Questions? Contact the Settlement Administrator toll free at 888-250-6810**

	share of the proceeds available from the settlement of the Released PAGA Claims, defined below, (your "Individual PAGA Payment") even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, ILYM Group, Inc., about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [REDACTED] in Department CX103 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [REDACTED], in the Civil Complex Center of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana CA 92701, in Department CX103. You are not required to attend the Hearing, but you are welcome to do so.

**Why Am I Receiving This Notice?**

Defendant's records show that you currently work, or previously worked, for Defendant as an hourly-paid, non-exempt employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

**What is This Case About?**

Steve Salas was an hourly-paid, non-exempt employee of Defendant. He is the "Plaintiff" in this case and is suing on behalf of himself and Class Members for Defendant's alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to pay all wages due upon separation, failure to provide accurate wage statements, failure to timely pay wages during employment, failure to indemnify, violation of Labor Code section 227.3, and claiming Defendant engaged in unfair competition within the meaning of Business and Professions Code section 17200.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys General Act ("PAGA"). PAGA allows employees to assist the State of California in enforcing labor laws by suing their employers to recover civil penalties for Labor Code violations on behalf of the State. Pursuant to PAGA, 75% of the recovered penalties go to the California Labor and Workforce Development Agency ("LWDA") and 25% go to the Aggrieved Employees.

**Questions? Contact the Settlement Administrator toll free at 888-250-6810**

Defendant denies all the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

### **Summary of the Settlement Terms**

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$1,650,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes (1) Administration Costs up to \$7,650.00; (2) a service award of up to \$7,500.00 to Plaintiff for his time and effort in pursuing this case; (3) up to one-third (1/3) of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amounting to \$550,000.00; (4) up to \$30,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$165,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$123,750.00, will be paid to the LWDA and twenty-five percent (25%), or \$41,250.00 will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$889,850.00 will be available for distribution to Class Members ("Net Settlement Amount").

Defendant represents that there are no more than 42,929 Workweeks worked during the Class Period. In the event the number of Workweeks worked by Class Members during the Class Period increases by more than 10% or 4,293 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 47,222 Workweeks. If the total number of Workweeks in the Class Period, as determined from Defendant's payroll data, is ultimately determined to exceed 42,929 Workweeks by more than 10%, (*i.e.*, 47,222 Workweeks), then the Gross Settlement Amount shall be increased by the *pro rata* percentage increase in excess of 10% over 42,929 Workweeks to include the additional Workweeks (*e.g.*, a 12% increase in Workweeks would result in a 2%, or \$33,000.00, increase in the Gross Settlement Amount).

### **Distribution to Class Members**

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in hourly-paid, non-exempt positions for Defendant or All American Racers, Inc. in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the Net Settlement Amount by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the number of Eligible Workweeks attributed to the Class Member. Otherwise stated, the formula for a Class Member is: (Net Settlement Amount ÷ total Settlement Class Eligible Workweeks) x Individual's Eligible Workweeks. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$41,250.00 allocated as PAGA penalties, whether or not they opt out, based on the number of Pay Periods worked by each Aggrieved Employee during the PAGA Period.

Defendant's records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Pay Periods] Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [Estimated Award] and your estimated payment as an Aggrieved Employee would be [Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail the Workweek/Pay Period Dispute Form attached to this Notice to the Settlement Administrator no later than [Response Deadline]. Please include any documentation you have that you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you.

**Questions? Contact the Settlement Administrator toll free at 888-250-6810**

## Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the California Controller's Office, Unclaimed Property Fund.

## Your Options Under the Settlement

### **Option 1 – Do Nothing and Receive Your Payment**

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all "Released Claims" he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

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

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

PAGA Released Claims: For the duration of the PAGA Period and to the extent permitted by law, the LWDA, the State of California, and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice ("PAGA Released Claims").

**Questions? Contact the Settlement Administrator toll free at 888-250-6810**

“Released Parties” means Defendant, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, partners, shareholders, joint venturers, agents, predecessors, successors, and assigns.

### **Option 2 – Opt Out of the Settlement**

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must include your name, address, email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. You may complete and send to the Administrator the Request For Exclusion form attached to this Notice. Sign, date, and mail your written request for exclusion to the address below.

ILYM Group, Inc.  
PO Box 2031  
Tustin, CA 92781

To be valid, your written request for exclusion must be mailed and postmarked to the Administrator not later than **[RESPONSE DEADLINE]**.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

### **Option 3 – Submit an Objection to the Settlement**

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. You may complete and send to the Administrator the Objection to Settlement form attached to this Notice. Your written objection must be mailed to the Administrator no later than **[RESPONSE DEADLINE]**. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

### **Final Approval Hearing**

You may, if you wish, appear at the Final Approval Hearing set for [REDACTED] at [REDACTED] a.m. in the Department CX103 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana CA 92701, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://www.occourts.org/civil-remote-hearings/>. You may also retain an attorney to represent you at the Hearing at your own expense.

**Questions? Contact the Settlement Administrator toll free at 888-250-6810**

### **Additional Information**

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at 888-250-6810 or Class Counsel, whose information appears below:

**BIBIYAN LAW GROUP, P.C.**

David D. Bibiyan (SBN 287811)

*david@tomorrowlaw.com*

Vedang J. Patel (SBN 328647)

*vedang@tomorrowlaw.com*

Brandon M. Chang (SBN 316197)

*brandon@tomorrowlaw.com*

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

You may also visit the Settlement Administrator's website at <https://www.ilymgroup.com/> to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment. The Final Judgment will be available on the Settlement Administrator's website for at least 180 days following the entry of the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Department CX103 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana CA 92701 during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.occourts.org/online-services/case-access/>.

All inquiries by Class Members regarding this Notice of Class Action and PAGA Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,  
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

**Questions? Contact the Settlement Administrator toll free at 888-250-6810**

# **EXHIBIT B**

**REQUEST FOR EXCLUSION**

**Only complete this Request For Exclusion form if you want to opt out of (not participate in) the settlement of the action known as *Steve Salas v. All American Racers, Inc., et al.*, filed in Orange County Superior Court, Case No. 30-2023-01351412-CU-OE-CXC.**

**IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE CLASS ACTION SETTLEMENT AMOUNT. HOWEVER, EVEN IF YOU DO OPT-OUT, YOU MAY STILL RECEIVE YOUR PORTION OF THE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”) SETTLEMENT AND BE BOUND BY THE PAGA RELEASE.**

I confirm that I worked for All American Racers, Inc., in California and was classified as a non-exempt, hourly-paid employee at some point during the period from September 27, 2019, through March 15, 2025.

Please exclude me from the settlement class in the *Steve Salas v. All American Racers, Inc., et al.*, matter. **I do not wish to participate in the proposed class action settlement.**

Print Name: \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **[RESPONSE DEADLINE]**. Send this signed request for exclusion form to the Settlement Administrator at:

*Steve Salas v. All American Racers, Inc., et al.*  
Settlement  
c/o **[EYM Group, Inc.]**  
**[P.O. Box 2031]**  
**[Fustin, CA 92781]**

# **EXHIBIT C**

**OBJECTION TO SETTLEMENT**

Only complete this Objection To Settlement form if you want to object to the settlement of the action known as *Steve Salas v. All American Racers, Inc., et al.*, filed in Orange County Superior Court, Case No. 30-2023-01351412-CU-OE-CXC.

**IF YOU OBJECT TO THE SETTLEMENT, AND YOUR OBJECTION IS OVERRULED, YOU WILL BE INCLUDED AS PART OF THE SETTLEMENT AND HAVE YOUR PERTINENT CLAIMS RELEASED. IF YOU DO NOT WANT TO BE INCLUDED AS PART OF THE SETTLEMENT, YOU MUST FILL OUT THE SEPARATE FORM TITLED: "REQUEST FOR EXCLUSION" INSTEAD. DO NOT FILL OUT BOTH FORMS. IF YOU FILL OUT BOTH FORMS, YOUR OBJECTION WILL BE DISREGARDED AND YOU WILL BE EXCLUDED FROM THE SETTLEMENT AND WILL NOT HAVE YOUR PERTINENT CLAIMS RELEASED.**

I confirm that I worked for All American Racers, Inc., in California and was classified as a non-exempt, hourly-paid employee at some point during the period from September 27, 2019, through March 15, 2025.

I wish to object to the settlement reached in the *Steve Salas v. All American Racers, Inc., et al.* matter. The nature and basis for the objection are as follows:

---

---

---

---

---

---

---

---

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

IN ORDER TO BE VALID, THIS OBJECTION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **RESPONSE DEADLINE**. Send this signed objection form to the Settlement Administrator at:

*Steve Salas v. All American Racers, Inc., et al.*  
Settlement  
c/o **ILYM Group, Inc.**  
**PO Box 203**  
**Tustin, CA 92781**

# **EXHIBIT D**

**WORKWEEK/PAY PERIOD DISPUTE**

**Only complete this Workweek/Pay Period Dispute form if you wish to dispute the number of Workweeks and/or Pay Periods attributed to you in the Notice of Proposed Class Action and PAGA Settlement and Date for Final Approval Hearing regarding the action known as *Steve Salas v. All American Racers, Inc., et al.*, filed in Orange County Superior Court, Case No. 30-2023-01351412-CU-OE-CXC.**

Class Members are all persons employed by All American Racers, Inc. (“Defendant”) in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the period from September 27, 2019, through March 15, 2025 (“Class Period”).

Class Members’ payments will be calculated by dividing the Net Settlement Amount by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the number of Eligible Workweeks attributed to the Class Member.

Aggrieved Employees are all persons employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the period from September 27, 2022, through the end of the Class Period (“PAGA Period”).

Aggrieved Employees’ payments will be calculated by dividing the Aggrieved Employees’ 25% share of PAGA Penalties by all Pay Periods attributed to all Aggrieved Employees, multiplied by the number of Pay Periods attributed to the Aggrieved Employee.

Defendant’s records indicate that you worked [~~Eligible Workweeks~~] Workweeks as a Class Member during the Class Period and [~~Eligible Pay Periods~~] Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [~~\$Estimated Award~~] and your estimated payment as an Aggrieved Employee would be [~~\$Estimated Award~~].

**1. Check the box below ONLY if you wish to dispute the number of Workweeks listed above:**

I wish to dispute the number of Workweeks attributed to me in the *Steve Salas v. All American Racers, Inc., et al.*, matter. I confirm that I worked All American Racers, Inc., in the State of California as a Class Member at some point between the period September 27, 2019, through March 15, 2025.

**I believe the correct amount of my Workweeks worked during the Class Period is \_\_\_\_\_.**

**2. Check the box below ONLY if you wish to dispute the number of Pay Periods listed above:**

I wish to dispute the number of Pay Periods attributed to me in the *Steve Salas v. All American Racers, Inc., et al.*, matter. I confirm that I worked All American Racers, Inc., in the State of California as an Aggrieved Employee at some point between the period September 27, 2022, through March 15, 2025.

**I believe the correct amount of my Pay Periods worked during the PAGA Period is \_\_\_\_\_.**

**I hereby authorize the Settlement Administrator to review Defendant's records and make a determination as to the validity of my dispute.**

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please include any documentation you have that you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you.

IN ORDER TO BE VALID, THIS WORKWEEK/PAY PERIOD DISPUTE FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **[RESPONSE DEADLINE]**. Send this signed Workweek/Pay Period Dispute form to the Settlement Administrator at:

*Steve Salas v. All American Racers, Inc., et al.*

Settlement

c/o **ILYM Group, Inc.**

**PO Box 2031**

**Tustin, CA 92781**