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12 Attorneys for AGUSTIN MERINO, on behalf of himself
13 and all others similarly situated and aggrieved

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

16 AGUSTIN MERINO, as an individual and
17 on all others similarly situated and
18 aggrieved,

19 Plaintiff,

20 vs.

21 STERLING MOTORS, LTD. dba
22 STERLING BMW OF NEWPORT
23 BEACH, a California Corporation;
24 WAYNE MORRIS MINOR, an individual,
25 and DOES 1 to 100, inclusive,

26 Defendants.

Case No.: 30-2020-01175391-CU-OE-CXC

Assigned for all purposes to:
Judge: Randall J. Sherman
Department CX105

**NOTICE OF ENTRY OF ORDER
REGARDING MOTION FOR
APPROVAL OF SETTLEMENT**

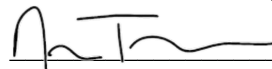
Complaint Filed: 8/21/2020
Trial Date: None set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT the Court entered its order granting The Motion for Approval of Settlement Under The Private Attorneys General Act and Judgment on December 30, 2022. A true copy of the signed order is attached hereto as Exhibit A.

Dated: January 5, 2023

CROSNER LEGAL, P.C.



Zachary Crosner, Esq.

Nikki Trenner, Esq.

Attorneys for Plaintiff AGUSTIN MERINO

EXHIBIT "A"

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Attorneys for Plaintiff,
AGUSTIN MERINO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

AGUSTIN MERINO,
on behalf of himself and all others similarly
aggrieved,

Plaintiff,

v.

STERLING MOTORS, LTD dba STERLING
BMW OF NEWPORT BEACH, a California
Corporation; WAYNE MORRIS MINOR, an
individual, and DOES 1-100, inclusive.

Defendants.

Case No. 30-2020-01175391-CU-OE-CX

Assigned for All Purposes to:
Hon. Randall J. Sherman
Dept. CX-105

**[PROPOSED] ORDER GRANTING
MOTION FOR APPROVAL OF
SETTLEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT AND
JUDGMENT THEREON**

Date: December 16, 2022
Time: 10:00 a.m.
Dept.: CX-105

Complaint filed: December 18, 2020

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiff Agustin Merino’s Motion for Approval of Settlement under PAGA came before
3 this Court on December 16, 2022 on a regularly noticed motion.

4 Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and similarly
5 situated aggrieved employees (the “Aggrieved Employees”), as authorized by PAGA under Labor
6 Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiff’s
7 complaint and his letter to the Labor Workforce & Development Agency (“LWDA”) dated June 15,
8 2020 (the “LWDA Letter”), on behalf of all current and former non-exempt employees of Defendant
9 Sterling Motors, Ltd. dba Sterling BMW of Newport Beach and Wayne Morris Minor (together
10 “Sterling” or “Defendant”)) in California from October 14, 2019 to May 27, 2022, inclusive (the
11 “Settlement Group”).

12 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review and approve
13 any settlement of any civil action filed pursuant to this part.” Lab. Code section 2699 (1)(2). Accordingly the
14 Court, having considered the proposed settlement set forth in the Parties’ Joint Stipulation and Settlement
15 Agreement (“Settlement Agreement”), including the proposed PAGA penalties, under Labor Code section
16 2699(1)(2), having considered the papers filed in support of the proposed settlement and the arguments of
17 counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

18 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;

19 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of the
20 above-captioned action, as set forth in the Settlement Agreement and each of the releases and other terms, as
21 amended, as fair, just, reasonable, and adequate;

22 3. The Court finds further that Plaintiff, acting on behalf of himself and the State of California,
23 and the Settlement Group, by operation of this Order and Judgment, hereby release and forever discharge
24 Defendant and the Released Parties (as defined in the Settlement Agreement) from any and all claims for
25 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
26 Period facts stated in the Operative Complaint and Plaintiff’s letter filed with the LWDA for
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violations of California Labor Code sections 201, 202, 203, 204, 210, 216, 218.5, 223¹, 225.5², 226, 226.3, 226.7, 233, 234, 245, 246, 247, 247.5, 248, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, and 2810.5, and IWC Wage Order No. 7-2001 sections 7, 11, 12, and 20 (the “Released PAGA Claims”).

4. The Court finds further that the foregoing release shall be binding on Plaintiff and the State of California as to those claims brought in the Action, and as a matter of law may bar any claim under PAGA brought by any person, including the Settlement Group Members, on behalf of the State of California, as to the Released PAGA Claims and Released Parties.

5. The Court finds further that Plaintiff shall release, relinquish, and discharge, and by operation of this Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged all of his individual (non-PAGA) claims as against all Released Parties, as set forth in the Settlement Agreement;

6. The Parties are directed to comply with all terms of the Settlement Agreement, and Defendant is directed to make all payments required by the Settlement Agreement;

7. Under the Settlement Agreement, Defendant agrees to pay Three Hundred Thousand Dollars and No Cents (\$300,000.00) (the “Gross Settlement Amount”). The Gross Settlement Amount is inclusive of payments to the LWDA and Settlement Group Members, an enhancement award to plaintiff, attorney’s fees and costs, and administration costs. No portion of the Gross Settlement Amount will revert to Defendant. Plaintiff requests a representative enhancement award of \$10,000.00, and Plaintiff’s Counsel requests an award of attorney’s fees of \$100,000.00 and reimbursement of actual litigation expenses of \$14,760.83. Defendant does not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these payments except that the Court awards an enhancement to Plaintiff Agustin Merino in the amount of \$5,000 only, and directs the Settlement Administrator to make the following payments from the Gross Settlement Amount:

a. \$100,000.00 in attorney’s fees to Crosner Legal, PC;

b. \$14,760.83 in litigation costs to Crosner Legal, PC;

¹ Plaintiff’s Notice to the LWDA and operative complaint allege Defendants secretly paid less than statutory wages in violation of Labor Code § 223.

² Plaintiff’s Notice to the LWDA and operative complaint allege Defendants refused to pay wages due in violation of Labor Code § 216 which results in penalties under Labor Code § 225.5.

1 c. \$5,000.00 to Plaintiff Agustin Merino as a representative enhancement for his services as the
2 named plaintiff in this matter, and in consideration of his full general release of claims and waiver of Civil
3 Code section 1542; and

4 d. \$4,000.00 ~~\$5,000.00~~ in administration costs to Simpluris, Inc.;

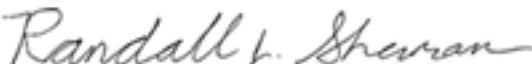
5 8. After deducting the foregoing payments, the estimated remainder of approximately
6 \$176,239.17 ~~\$175,239.17~~ shall form the Net Settlement Amount (“NSA”). Pursuant to Labor Code section
7 2699(i), the NSA will then be distributed 75 percent (approximately \$132,179.38 ~~\$131,429.37~~)
8 to the LWDA, and the remaining 25 percent (approximately \$44,059.79 ~~\$43,809.80~~)
9 to the Settlement Group Members on a pro rata basis, as set forth in the

10 Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to issue
11 checks to the LWDA and Settlement Group Members, along with the Notice of PAGA Settlement, as set forth
12 in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement; and

13 9. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h).
14 The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the purpose of
15 supervising implementation, enforcement, construction, administration, and interpretation of the Settlement
16 Agreement and this Judgment.

17
18 **IT IS SO ORDERED.**

19 Dated: **December 30, 2022**

20 
21 Randall J. Sherman
Judge of the Superior Court

PROOF OF SERVICE

AGUSTIN MERINO VS. STERLING MOTORS, LTD, etc.; et al.
Orange County Superior Court Case No. 30-2020-01175391-CU-OE-CXC

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 9440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

On January 6, 2023, I served true copies of the following document(s) described as

NOTICE OF ENTRY OF ORDER REGARDING MOTION FOR APPROVAL OF SETTLEMENT

on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

☐ BY ELECTRONIC TRANSMISSION. I transmitted copies of the above-referenced document(s) on the interested parties in this action by electronic transmission. Said electronic transmission was reported as complete and without error.

☐ BY FACSIMILE TRANSMISSION. I transmitted copies of the above-referenced document(s) on the interested parties in this action by facsimile transmission from (310) 510-6429. A transmission report was properly issued by the transmitting facsimile machine and the transmission was reported as complete and without error.

☒ BY UNITED STATES POSTAL SERVICE. I enclosed the documents in electronic pdf format and submitted them electronically into the mail provider, Letterstream, Inc.'s, online mail portal (letterstream.com) to be mailed addressed to the entities and/or persons listed in the Service List as set forth herein. I caused an envelope containing the documents to be placed for collection and mailing and to be mailed by First Class Mail, following our law firm and Letterstream, Inc.'s ordinary business practices. I am readily familiar with our business practices and the business practices of Letterstream, Inc. for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. Pursuant to that practice, the above-referenced document(s) were sealed in an envelope, with postage paid, and deposited with a post office, mail box, sub-post office, substation, mail chute, or other facility or postal pick up/drop off regularly maintained by the United States Postal Service or an affiliate thereof, at or near Phoenix, Arizona.

☐ BY OVERNIGHT MAIL SERVICE. I enclosed the documents in electronic pdf format and submitted them electronically into the mail provider, Letterstream, Inc.'s, online mail portal (letterstream.com) addressed to the entities and/or persons listed in the Service List as set forth herein. I caused an envelope containing the documents to be placed for collection and mailing and to be mailed by Overnight Mail via Federal Express, following our law firm and Letterstream, Inc.'s ordinary business practices. I am readily familiar with our business practices and the business practices of Letterstream, Inc. for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with Federal Express, an express carrier, in Phoenix, Arizona, or delivered with any and all delivery fees to an authorized courier or driver authorized by the express service carrier to receive documents.

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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on January 6, 2023, at Los Angeles, California.



Jessica Ball

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SERVICE LIST
AGUSTIN MERINO VS. STERLING MOTORS, LTD, etc.; et al.
Orange County Superior Court Case No. 30-2020-01175391-CU-OE-CXC

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