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STEPHANIE BOHRER, CLERK
By [Signature]
DEPUTY

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN JOAQUIN

10 ISAAC RAPISURA, an individual, on
11 behalf of himself, the State of California, as
12 a private attorney general, and on behalf of
all others similarly situated,

13 Plaintiff,

14 vs.

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16 BMW OF NORTH AMERICA, LLC, a
Delaware limited liability company; and
17 DOES 1 TO 50,

18 Defendants.
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Case Number: STK-CV-40E-2022-861

^{PB}
[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT

Complaint Filed: February 3, 2022

FAC Filed: August 4, 2022

Trial Date: None Set

Judge: Hon. BLANCA A. BAÑUELOS
Dept: 10D



V13
[Proposed] ORDER

This matter having come for hearing on July 15, 2025 at 9:00 a.m. regarding Plaintiff Isaac Rapisura's ("Plaintiff") *Motion for Final Approval of Class Action and PAGA Settlement* (the "Motion") on the terms set forth in the *Joint Stipulation of Class and Representative Action Settlement* (the "Settlement Agreement"). In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined in the Settlement Agreement and the Motion), and having considered the Settlement Agreement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement Agreement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement Agreement and orders and makes the following findings and determinations and enters final judgment as follows:

1. All terms used in this order shall have the same meanings given as those terms are used and/or defined in the parties' Settlement Agreement and the Motion. A copy of the Settlement Agreement is attached to the *Declaration of Jonathan Melmed in Support of Plaintiff's Motion for Final Approval of Class Action Settlement* as **Exhibit 1** and is made a part of this order.

2. The Court has personal jurisdiction over Plaintiff and Defendant BMW of North America, LLC ("Defendant") (collectively, the "Parties") to this litigation and subject matter jurisdiction to approve this Settlement Agreement and all exhibits thereto.

3. For settlement purposes only, the Court finally certifies the Class, as defined in the Motion and the Settlement Agreement and as follows: "*Plaintiff and all individuals who are or were employed by Defendant as non-exempt employees at any time from February 3, 2018 through and including January 15, 2024.*"

4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court, and solely for the purpose of effectuating the Settlement Agreement.

5. The Court finds that an ascertainable class of 497 class members exists and a well-defined community of interest exists on the questions of law and fact involved because in the context of the Settlement Agreement: (i) all related matters, predominate over any individual questions;

(ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and implementing the Settlement Agreement, Plaintiff and Plaintiff's counsel have fairly and adequately represented and protected the interest of the Class Members.

6. The Court is satisfied that Rust Consulting, Inc., which was appointed as the Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that comports with California Rule of Court 3.766. The Class Notice informed 497 prospective Class Members of the Settlement Agreement's terms, their rights under the Settlement Agreement to receive their settlement share, their rights to submit a request for exclusion, their rights to comment on or object to the Settlement Agreement, and their rights to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the Settlement Agreement. Sufficient periods of time to respond and to act were provided by each of these procedures.

7. The Court hereby approves the terms set forth in the Settlement Agreement and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and compliant with all applicable requirements of the California Code of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable law, and in the best interests of each of the Parties and Class Members.

8. The Court directs the Parties to effectuate the Settlement Agreement according to its terms and declares the Settlement Agreement to be binding on all Class Members.

9. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their respective positions.

10. The Court overrules the objection of Juan Espinoza.

11. The Court also finds that the Settlement Agreement will avoid additional and potentially substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery provided as part of the Settlement Agreement in light of the challenges posed by continued litigation, and Court concludes that Class Counsel secured significant relief for Class Members.

1 12. The Settlement Agreement is not an admission by Defendant, nor is this order a
2 finding of the validity of any allegations or of any wrongdoing by Defendant.

3 13. The Court appoints Plaintiff Isaac Rapisura as Class Representative and finds him to
4 be adequate for purposes of settlement.

5 14. The Court appoints Jonathan Melmed and Laura Supanich of Melmed Law Group
6 P.C. as Class Counsel and finds each of them to be adequate, experienced, and well-versed in class
7 action litigation.

8 15. The terms of the Settlement Agreement, including the Gross Settlement Amount of
9 \$1,200,000.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class
10 and to each Class Member, and the Courts grants final approval of the Settlement set forth in the
11 Settlement Agreement, subject to this order.

12 16. The Court approves the following allocations, which fall within the ranges stipulated
13 by and through the Settlement Agreement:

14 A. The Court awards \$10,820.00 to Rust Consulting, Inc., the Settlement
15 Administrator, and finds this amount to be fair and reasonable. The Court grants final
16 approval of it and orders the Parties to make the payment to the Settlement Administrator in
17 accordance with the Settlement Agreement.

18 B. The Court awards \$400,000.00 to Plaintiff's counsel as attorneys' fees and
19 finds this amount to be fair and reasonable in light of the benefit obtained for the Class. The
20 Court grants final approval of, awards, and orders the payment to Plaintiff's counsel to be
21 made in accordance with the Settlement Agreement.

22 C. The Court awards \$19,989.63 in litigation costs, an amount which the Court
23 finds to be reasonable in light of actual costs incurred. The Court grants final approval of
24 these costs and orders the litigation expenses payment in this amount to be made to
25 Plaintiff's counsel in accordance with the Settlement Agreement.

26 D. The Court awards \$7,500.00 to the class representative as payment requested
27 by Plaintiff and finds this amount to be fair and reasonable. The Court grants final approval
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1 of this amount, and orders the class representative payment to be made in accordance with
2 the Settlement Agreement.

3 E. The Court approves the \$100,000.00 allocation for penalties under the Labor
4 Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$75,000.00) to
5 be paid to the California Labor and Workforce Development Agency in accordance with the
6 terms of the Settlement Agreement and the remainder to the Aggrieved Employees.

7 17. The Court orders the Parties to comply with and carry out all terms and provisions
8 of the Settlement, to the extent that the terms thereunder do not contradict with this order, in which
9 case the provisions of this order shall take precedence and supersede the Settlement Agreement.

10 18. Nothing in the Settlement Agreement or this order purports to extinguish or waive
11 Defendant's rights to continue to oppose the merits of the claims in this action or class treatment of
12 these claims in this case if the Settlement Agreement fails to become final or effective, or in any
13 other case without limitation.

14 19. As represented by the Settlement Administrator, no Class Members requested
15 exclusion. All Class Members who did not request exclusion from the Settlement shall be bound by
16 the Settlement and this order, including the release of claims as set forth in the Settlement
17 Agreement.

18 20. The Parties shall bear their own respective attorneys' fees and costs except as
19 otherwise provided in this order and the Settlement Agreement.

20 21. All checks mailed to the Class Members must be cashed within one hundred and
21 eighty (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then
22 the Settlement Administrator shall submit such funds to the Unclaimed Property Fund in the name
23 of the individual whose check was uncashed. The Court finds that this meets the requirements of
24 Code of Civil Procedure section 384.

25 22. Within seven days of this order, the Settlement Administrator shall give notice of
26 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by
27 posting a copy of this order and final judgment on its website.
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1 23. The Court retains continuing jurisdiction over the Action and the Settlement,
2 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes
3 of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and
4 (c) addressing such post-judgment matters as may be appropriate under court rules or applicable
5 law.

6 24. Plaintiff shall file with the Court a report regarding the status of distribution within
7 180 days after all funds have been distributed.

8 25. This final judgment is intended to be a final disposition of the above-captioned action
9 in its entirety and is intended to be immediately appealable. This final judgment resolves and
10 extinguishes all claims released by the Settlement Agreement against Defendant.

11 26. The Court hereby sets a hearing date of March 17, 2026 at 9:00 pm/am for
12 a hearing on the final accounting and distribution of the settlement funds.

13 IT IS SO ORDERED.

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15 Dated: 7/15/25

BLANCA A. BAÑUELOS



Hon. ~~Barbara Krentland~~

Judge of the Superior Court, San Joaquin County