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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

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

Plaintiff,

v.

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

Defendants.

Case Number: STK-CV-40E-2022-861

[Proposed] Order

Complaint Filed: February 3, 2022

FAC Filed: August 4, 2022

Trial Date: None Set

Judge: Barbara Kronlund

Dept: 10D

[PROPOSED] ORDER

Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came before this Court on _____, in Department 10D, the Honorable Barbara Kronlund, presiding. The Court having considered the papers submitted in support of the application of the parties, HEREBY ORDERS THE FOLLOWING:

1. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Joint Stipulation of Class and Representative Action Settlement (the "Settlement Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed in support of Plaintiff's Motion for Order Granting Preliminary Approval of Class Action Settlement. All terms used herein shall have the same meaning as defined in the Settlement Agreement. The settlement set forth in the Settlement Agreement appears to be fair, adequate and reasonable to the Class, and the Court preliminarily approves the terms of the Settlement Agreement, including, without limitation:

- a. A non-reversionary Gross Settlement Amount of **\$1,200,00.00**;
- b. The Class Representative enhancement payment to the named Plaintiff of **\$7,500.00**;
- c. Court approved attorneys' fees to Class Counsel of up to **\$400,000.00**, representing one-third of the Gross Settlement Amount;
- d. Court approved litigation costs to Class Counsel of up to **\$35,000.00**;
- e. Fees and Costs of the Settlement Administrator of up to **\$60,000.00**; and
- f. A PAGA allocation of \$10,000.00, with **\$75,000.00** (i.e., 75%) payable to the California Labor & Workforce Development Agency for its portion of the PAGA penalties.

2. This Court has considered the papers in support of the Motion and the Settlement Agreement and finds that, pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified for settlement purposes only. Specifically, the Court finds for settlement purposes only that the proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality requirements; (d) the claims of the Class Representative is typical of the claims of the proposed Class Members; (e) Class

1 Representative's counsel has and is able to adequately represent the proposed Class; (f) the Class
2 Representative is adequate to represent the Class; and (g) class-wide treatment of this dispute is
3 superior to individual litigation because common issues predominate over individual issues for
4 settlement purposes.

5 3. The Settlement falls within the range of reasonableness and appears to be presumptively
6 valid, subject only to any objections that may be raised at the final fairness hearing and final approval
7 by this Court.

8 4. A final fairness hearing on the question of whether the proposed Settlement, attorneys'
9 fees and costs to Class Counsel, and the Class Representative's enhancement award should be finally
10 approved as fair, reasonable and adequate as to the members of the Class is scheduled on the date and
11 time set forth in the Implementation Schedule.

12 5. This Court approves, as to form and content, the Notice of Proposed Class Action and
13 PAGA Settlement ("Class Notice"), in substantially the form attached herein as **Exhibit 1**. The Court
14 approves the procedure for Class Members to participate in, to opt out of, and to object to, the
15 Settlement as set forth in the Settlement Agreement.

16 6. The Court directs the mailing of the Class Notice by first class mail to the Class
17 Members in accordance with the Implementation Schedule set forth below. The Court finds the dates
18 selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule,
19 meet the requirements of due process and provide the best notice practicable under the circumstances
20 and shall constitute due and sufficient notice to all persons entitled thereto.

21 7. It is ordered that the Settlement Class is preliminarily certified for settlement purposes
22 only.

23 8. The Court preliminary certifies for settlement purposes only the Settlement Class
24 defined as follows: *all individuals who are or were employed by Defendant as non-exempt employees*
25 *during the Class Period. See Settlement Agreement, at § 1.40.* The Class Period is defined as the period
26 of time from February 3, 2018, through and including January 15, 2024. *See Settlement Agreement, at*
27 *§ 1.10.*
28

1 All Settlement Class members who do not timely opt out will release all claims pled in the
2 Complaint and all claims that could have been pled, whether known or unknown, based on the facts
3 alleged in the Complaint, arising out of services to BMW NA during the Class Period upon final court
4 approval of the settlement, including claims for wages, penalties, bonuses, attorneys' fees and/or costs.

5 This Settlement Agreement will not release any person, party, or entity from claims, if any, by
6 Class Members for workers compensation, unemployment, or disability benefits of any nature. Nor
7 does it release any claims, actions, or causes of action which may be possessed by Class Members
8 under state or federal discrimination statutes, including, without limitation, the California Fair
9 Employment and Housing Act (Gov. Code, §§ 12900–12996); the Unruh Civil Rights Act (Civ. Code,
10 § 51); the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.);
11 the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the Employee Retirement Income
12 Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their implementing regulations and
13 interpretive guidelines.

14 9. The Court confirms Plaintiff Isaac Rapisura as Class Representative, and Jonathan
15 Melmed and Laura M. Supanich of Melmed Law Group P.C. as Class Counsel.

16 10. The Court appoints Rust Consulting as the Settlement Administrator.

17 11. To facilitate administration of the Settlement pending final approval, the Court hereby
18 enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative
19 proceedings (including filing claims with the Division of Labor Standards Enforcement of the
20 California Department of Industrial Relations) regarding claims released by the Settlement, unless and
21 until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator
22 and the time for filing claims with the Settlement Administrator has elapsed.

23 12. The Court orders the following **Implementation Schedule** for further proceedings:
24

25 a.	Deadline for Defendant to Submit Class 26 Member Information to Settlement 27 Administrator	[within 14 days after the Preliminary Approval Date]
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b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days after preliminary approval]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[30 days after mailing of the Class Notice]
d.	Deadline for Class Members to submit any Objections to Settlement	[30 days after mailing of the Class Notice]
e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[21 days prior to Final Approval and Fairness Hearing]
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
g.	Final Approval and Fairness Hearing (the Court's first available date after _____, 2025)	_____, 2025 at _____ a.m./p.m.

13. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

14. The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the Settlement.

IT IS SO ORDERED.

Dated: _____

Hon. Barbara Kronlund

Judge of the Superior Court, County of San Joaquin