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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

ANGEL CHAPPARO, an individual, on behalf
of herself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

IMMANUEL BAPTIST CHURCH OF SAN
BERNARDINO AND HIGHLAND,
CALIFORNIA, a California non-profit
corporation; IMMANUEL BAPTIST
CHURCH, a California non-profit corporation,
and DOES 1 through 50, Inclusive;

Defendants.

Case No. CIVSB 2101240

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: December 13, 2022

Time: 10:00 a.m.

Judge: Hon. David Cohn

Dept.: S-26

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for
5 Plaintiff ANGEL CHAPPARO, (hereafter "Plaintiff") in this wage and hour class action filed against
6 Defendant IMMANUEL BAPTIST CHURCH OF SAN BERNADINO AND HIGHLAND,
7 CALIFORNIA, a California non-profit corporation, and Defendant IMMANUEL BAPTIST CHURCH,
8 a California non-profit corporation (hereinafter "Defendants").

9 2. This declaration is being submitted in support of Plaintiff's Motion for Final Approval of
10 Class Action and PAGA Settlement and Plaintiff's Motion for Class Counsel Payment and Class
11 Representative Service Award.

12 3. Attached hereto as **Exhibit "A"** are true and correct copies of the fully executed Class
13 and Representative Action Settlement Agreement and Release of Claims (hereinafter "Agreement").

14 4. Attached hereto as **Exhibit "B"** is a true and correct copy of the conformed August 15,
15 2022, Preliminary Approval Order.

16 5. Attached hereto as **Exhibit "C"** is a true and correct copy of the May 19, 2022, proof of
17 filing the proposed Settlement with the LWDA.

18 6. Attached hereto as **Exhibit "D"** is true and correct copy of the November 17, 2022, proof
19 of filing this motion seeking final approval of this Settlement.

20 7. Attached hereto as **Exhibit "E"** is a true and correct copy of the JCL Law Firm, APC,
21 "Time and Billing Journal" as of November 17, 2022.

22 8. Attached hereto as **Exhibit "F"** is a true and correct copy of the JCL Law Firm, APC,
23 "Transaction Summary" as of November 17, 2022.

24 9. Attached hereto as **Exhibit "G"** is a true and correct copy of the JCL Law Firm, APC,
25 Firm Resume.

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27 ///

I. INTRODUCTION

10. The Court preliminarily approved the Agreement via its Preliminary Approval Order dated August 15, 2022 (“Preliminary Approval Order”). On September 7, 2022, the Court-approved Class Notice was mailed to each Class Member via U.S. First Class Mail. **The Class greeted news of the Settlement with 96.13% approval¹.** There are six opt-outs and zero objections to the Settlement. The high participation rate by the Class evidences the clear fairness and reasonableness of the Settlement.

11. This \$210,000.00 settlement is an excellent result for the Class Members in light of the serious doubts as to the result of the adjudication of their claims, along with further uncertainty as to whether class certification can be maintained through trial. This Settlement provides substantial recovery to Settlement Class Members. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement Amount of approximately **\$101,500.00**. This will result in an average Individual Settlement Payment of **\$681.21**, a high payment of **\$1,394.68**, and a low payment of **\$7.77**. Aggrieved Employees will receive an estimated average gross payment of **\$22.32**, a high payment of **\$40.46**, and a low payment of **\$0.74**.

12. Considered as a whole, the \$210,000.00 represents between approximately 18.44% and 12.94% of Defendants' class-wide liability exposure identified by Plaintiff's expert at the time of mediation. Under *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008), this Settlement is a fair and reasonable recovery on these claims (which were subject to considerable uncertainty, both as to the merits and certification). The response of the Class has been positive. Accordingly, Plaintiff respectfully submits that the Settlement should be finally approved as fair, reasonable, and adequate.

II. THE SETTLEMENT BEFORE THE COURT

13. Plaintiff and Defendants reached a full and final Settlement of the above-captioned action, which is embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, Defendants have agreed to pay the all-in, non-reversionary amount Two Hundred Ten Thousand Dollars and Zero Cents (\$210,000.00) (“Gross Settlement Amount”). The Gross Settlement

Three (3) Notice Packets were deemed undeliverable.

1 Amount includes all Individual Settlement Payments to Settlement Class Members, the Class
2 Representative Service Award to Plaintiff, Administrative Costs, the PAGA Payment, and Class
3 Counsel Payment. Defendants will separately pay the employer's share of payroll taxes to the qualified
4 settlement fund, per the Agreement.

5 14. The Gross Settlement Amount is allocated as follows: \$5,000 to Plaintiff as the Class
6 Representative Service Award, a maximum amount of \$85,000.00 consisting of one-third of the Gross
7 Settlement Amount (\$70,000.00) and up to \$15,000 for actually incurred litigation costs as the Class
8 Counsel Payment, \$10,000 as the PAGA Payment, and an amount not to exceed \$8,500 payable to the
9 Settlement Administrator. The Net Settlement Amount is estimated to be \$101,500.00.

10 15. The Settlement was reached through arm's length negotiations. On October 21, 2021,
11 the Parties participated in an all-day mediation presided over Tripper Ortman, Esq., a respected
12 mediator of wage and hour class and representative actions. Prior to the mediation, the Parties prepared
13 for the mediation by exchanging significant records and data, calculating damages, and submitting
14 mediation briefs to the Mediator. Defendants provided Class Counsel with necessary records and
15 information for the members of the Class. Defendants produced a sample consisting of pay records and
16 time records for the Class Members for the entire Settlement Period. Defendants also produced
17 Defendants' relevant employment policies, including compensation policies and timekeeping policies.
18 Plaintiff analyzed the data and prepared and submitted a mediation brief to Mr. Ortman. At the
19 conclusion of the mediation, the Parties were able to reach an agreement to settle the Action and signed
20 a Memorandum of Understanding. The Parties then prepared the full Agreement which was signed by
21 the Parties and received preliminary approval from the Court by Order dated August 15, 2022.

22 16. The Settlement is fair, adequate and reasonable to the Class and should be finally
23 approved for the same reasons the Court granted preliminary approval to the Settlement, finding that it
24 is fair, adequate, and reasonable as to all potential Class Members. In sum, this Settlement valued at
25 \$210,000 is an excellent result for the Class. This result is particularly favorable in light of the fact that
26 liability in this case was far from certain in light of the defenses asserted by Defendants. There have
27 been no objections and only six opt outs. Given the complexities of this case, the defenses asserted, the

1 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
2 Settlement is fair, reasonable and adequate, and should be finally approved.

3 **III. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

4 **(1) Adequate Investigation and Discovery**

5 17. Months before filing the Action, Class Counsel began its pre-filing investigation into
6 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
7 Plaintiff. As part of the interview process, Plaintiff produced documents related to her employment,
8 including her wage statements, separation documents, and portions of Defendants' handbooks. At the
9 conclusion of the interviews, Class Counsel determined that each Plaintiff's complaints justified further
10 inquiry.

11 18. Class Counsel subsequently requested Plaintiff's employee file from Defendants. In
12 response, Defendants produced hundreds of pages of documents, including but not limited to, copies of
13 Plaintiff's employment agreements, performance evaluations, timekeeping policies, payroll and time
14 records, and separation documents. Class Counsel reviewed and analyzed the documents and
15 determined the documents appeared to substantiate Plaintiff's claim that Defendants failed to, among
16 other things, pay for all time worked, issue accurate itemized wage statements, provide compliant meal
17 and rest periods, and reimburse for required business expenses.

18 19. Considering the many anticipated factual disputes, the Parties agreed, relatively early in
19 the litigation, that it would be in the best interest of both Parties to mediate the matter. To prepare for
20 mediation, Class Counsel requested documents and data points to further evaluate Plaintiff's claims and
21 Defendants' liability exposure to the Class Members. In response to Class Counsel's request,
22 Defendants produced the time records for the Class Members, aggregate workweek and pay period data
23 for the Class Members, aggregate meal premiums paid to the Class Members, average hourly rate for
24 the Class Members, and copies of applicable handbooks, policies, and agreements containing, *inter alia*,
25 compensation, timekeeping, and meal and rest period policies. In total, Defendants produced
26 approximately 1,365 pages of time and payroll data for Class Counsel to analyze.

20. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class Members' payroll and time data. BCG provides data analysis and damage modeling consulting services, specializing in wage and hour class actions. BCG's team of financial and data analysts are credentialed and experienced experts in their fields and have provided their expertise on thousands of cases. Stated differently, the BCG is well-qualified to analyze Defendants' time and payroll data.

21. BCG analyzed Defendants' time and payroll data to assist in the development of various damage models. Among other things, BCG determined the approximate number of work shifts, workweeks, pay periods, average length of shift and average number of hours worked per week and pay periods during the Settlement Period. BCG also estimated the number of missed, late or truncated meal and rest periods, the amount of missed meal period premiums paid during the Settlement Period, the amount of unpaid wages due to rounding, the amount of unreimbursed business expenses and the amount of off-the-clock work performed by the Class Members during the Settlement Period.

22. In advance of mediation, Class Counsel created several damage models predicated on the BCG analysis. Class Counsel's models calculated Defendants' potential liability exposure while accounting for the uncertainties of continued litigation. These damage models informed and guided Class Counsel during the mediated settlement discussions.

23. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1) determining Plaintiff's suitability as a putative class representative through interviews, background investigations, and analysis of her employment files; (2) evaluating all of Plaintiff's potential claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing the Class Members' time and payroll records; (5) analyzing Defendants' labor policies and practices; (6) researching settlements in similar cases as well as outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and estimating Defendants' liability for purposes of settlement (8) drafting the mediation brief; and (9) participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and magnitude of the claims being settled, as well as the impediments to recovery, such as to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

24. Class Counsel only agreed to enter the Settlement following this thorough investigation and evaluation of Plaintiff's claims. Based on his investigation of the facts, applicable law, and marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated with litigation, and the various defenses asserted by Defendants, Class Counsel firmly believes this Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair, reasonable, and adequate, the Court should approve the Settlement.

(2) The Settlement Was Reached Through Arm's Length Bargaining

25. This Settlement was the result of arm's-length negotiations as well as formal and informal settlement conferences between the Parties through their respective attorneys. After comprehensive legal and factual analysis, Class Counsel possessed sufficient information for intelligent evaluation of the case for purposes of settlement. Prior to the initiation of settlement discussions, Class Counsel reviewed and outlined the case based upon the information for the Class, and determined the conditions of settlement which would be fair and reasonable to the Class with the assistance of an expert. Class Counsel was experienced in the types of settlement appropriate to resolve these wage and hour claims on behalf of employees.

26. On October 21, 2021, the Parties participated in an all-day mediation presided over by Tripper Ortman, a respected mediator of wage and hour class and representative actions. Prior to the mediation, the Parties prepared by exchanging data, calculating damages, and submitting mediation briefs to the Mediator. Plaintiff analyzed the data and prepared and submitted a mediation brief to Mr. Ortman. At the conclusion of the mediation, the Parties were able to reach an agreement to settle the Action. As a result, the Parties entered into an agreement in the form of a Memorandum of Understanding. The Parties then prepared the full Agreement, which was signed by all counsel. Plaintiff and Class Counsel believe that this Settlement is fair, reasonable, and adequate.

(3) Class Counsel is Experienced in Similar Litigation

27. Plaintiff is represented by competent and experienced counsel to pursue her claims. I established the JCL Law Firm, APC (“Firm”), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and consumers throughout California in wage and hour class actions and complex

1 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,
2 Esq. (Partner/Owner), Sydney Castillo-Johnson (Associate Attorney), Monnett De La Torre (Associate
3 Attorney), Tesla Stone (Paralegal), Maria Watters (Paralegal), Jennifer Hemming (Legal Secretary),
4 and Sara Christensen (Legal Assistant).

5 28. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
6 Employees. I have extensive experience with wage and hour class and representative actions litigation
7 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
8 litigation experience and complex construction product liability experience. I can, will and have
9 adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved
10 Employees throughout this action.

11 29. I have represented consumers and employees in California class actions, and complex
12 multi-party product liability actions exclusively for more than 14 years. I have been in practice as a
13 plaintiffs' civil litigation attorney since April 2007.

14 30. I have significant class counsel and collective action counsel experience. My credentials
15 are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as **Exhibit "G"**.

16 31. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
17 favorable verdict for the firm's clients.

18 32. Finally, I have published appellate experience in *William Blanchette et al., v. The*
19 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521.

20 33. Consequently, I have been named to the prestigious Thomson Reuters, Super Lawyers,
21 Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers,
22 Rising Star list recognizes the top 2.5% of eligible attorneys. (see
23 https://www.superlawyers.com/about/selection_process.html.)

24 (4) Risks of Continued Litigation

25 34. With respect to the most immediate challenge, i.e., class certification, the risks attendant
26 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
27 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded

1 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
2 the trial court to enter judgement in favor of the employer. *See also O’Conner v. Uber Technologies,*
3 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
4 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
5 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
6 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
7 individualized questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176
8 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to
9 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
10 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (denying
11 certification of proposed off-the-clock and rest and meal break classes due to lack of uniform policy);
12 *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver
13 meal and rest period claims based on the predominance of individual issues). Collectively, the examples
14 cited above illustrate the uncertain nature of class litigation. Consequently, the uncertainty of obtaining
15 certification through a contested motion is a significant risk factor favoring settlement.

16 35. Finally, continuing to litigate this action would require continued and extensive resources
17 coupled with significant Court time to proceed through trial and post-trial motions; which can often
18 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
19 extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful at
20 trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that
21 Defendants would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d 668,
22 the risk of an appeal and subsequent reversal is real.

23 36. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$210,000 that is
24 roughly between 12.94% (“Conservative Model”) and 18.44% (“Aggressive Model”) of Defendants’
25 maximum class wide liability exposure. Given the amount of the settlement here, as compared to
26 potential value of the claims, offset by the various inherent risks to continued litigation, the settlement
27 is fair and reasonable.

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1 I declare under the penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed this 17th day of November 2022, at San Diego, California.

3
4 **JCL LAW FIRM, APC**

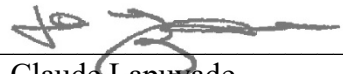
5 By: 
6 Jean-Claude Lapuyade
7 Attorneys for Plaintiff
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EXHIBIT A

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Attorneys for IBC IMMANUEL BAPTIST CHURCH OF
SAN BERNARDINO AND HIGHLAND, CALIFORNIA,
and IMMANUEL BAPTIST CHURCH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

ANGEL CHAPPARO, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

IMMANUEL BAPTIST CHURCH OF SAN
BERNARDINO AND HIGHLAND,
CALIFORNIA, a California non-profit corporation;
IMMANUEL BAPTIST CHURCH, a California
non-profit corporation, and DOES 1 through 50,
Inclusive,

Defendants.

Case No. CIVSB 2101240

*ASSIGNED FOR ALL PURPOSES TO THE
HONORABLE DAVID COHN, DEPT. S26*

**CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

Complaint Filed: January 22, 2021

1 This Class Action Settlement Agreement and Release of Claims (“Agreement”) is between (1)
2 plaintiff ANGEL CHAPPARO (“Plaintiff”), on the one hand; and (2) defendants IMMANUEL BAPTIST
3 CHURCH OF SAN BERNARDINO AND HIGHLAND, CALIFORNIA, and IMMANUEL BAPTIST
4 CHURCH (collectively, “IBC”), and its affiliates and subsidiaries, on the other hand.

5 Subject to judicial approval, and as provided below, Plaintiff and IBC, (collectively, the “Parties.”)
6 intend to settle the Action (defined below) and to fully, finally, and forever resolve, discharge, and settle
7 the Released Claims (defined below). If this Agreement is not finally approved, or is otherwise nullified,
8 then the Parties shall return to their positions preceding this Agreement and IBC shall retain all rights to
9 challenge the Plaintiff’s claims and the certification of any class.

10 **1. DEFINITIONS**

11 For the purposes of this Agreement, the Parties define the following terms. Each defined term
12 appears throughout in initial capital letters.

13 **1.1. “Action”** refers to the following case: *Chapparo v. Immanuel Baptist Church of*
14 *San Bernardino and Highland, California, et.al.*, San Bernardino County Superior Court Case Number
15 CIVSB 2101240.

16 **1.2. “Administrative Costs”** refers to all costs associated with administration of the
17 settlement contemplated by this Agreement. Administrative Costs include all fees and costs for, among
18 other things, printing, copying, formatting, postage, envelopes, computer searches to locate addresses,
19 calculation of payments to individual class members, calculation of applicable payroll withholdings and
20 payroll taxes, preparation and filing of appropriate IRS Forms, any cost associated with the process for
21 any uncashed settlement checks, provision of weekly reports, and any other expenses the Settlement
22 Administrator incurs to complete the settlement process according to the terms of this Agreement.
23 Administrative Costs are borne in the first instance by the Settlement Administrator.

24 **1.3. “Agreement”** refers to this Class and Representative Action Settlement Agreement
25 and Release of Claims, which includes all its Recitals herein and all the attached Exhibits.

26 **1.4. “Class Action Complaint”** refers to the operative complaint containing class
27 allegations in the Action.
28

1 **1.5. “Class Counsel”** refers to JCL LAW FIRM, APC, 5440 Morehouse Drive, Suite
2 3600, San Diego, CA 92121; Telephone: (619)599-8292; Facsimile: (619) 599-8291; [jlapuyade@jcl-](mailto:jlapuyade@jcl-lawfirm.com)
3 [lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com) and ZAKAY LAW GROUP, APLC, 5440 Morehouse Drive, Suite 3600, San Diego, CA
4 92121; Telephone: (619)255-9047; Facsimile: (858) 404-9203; shani@zakaylaw.com.

5 **1.6. “Class Counsel Payment”** refers to the amount of attorney’s fees and costs that
6 the Court awards to Class Counsel in connection with the resolution of the Action in accordance with this
7 Agreement. The attorney’s fees portion of Class Counsel Payment shall be allocated equally 50/50
8 between JCL LAW FIRM, APC and ZAKAY LAW GROUP, APLC.

9 **1.7. “Class Member”** refers to all current or former non-exempt employees of IBC in
10 California during the Settlement Period.

11 **1.8. “Class Representative”** refers to Plaintiff Angel Chapparo.

12 **1.9. “Class Representative Service Award”** refers to any payment that the Court
13 awards to the Class Representative for efforts in prosecuting the Action on behalf of the Class Members.

14 **1.10. “Consideration Period”** refers to the 45 calendar days following the date when
15 the Settlement Administrator mails the Notice of Class Action Settlement. The Consideration Period is
16 the period in which a Class Member can submit an Objection or a Request for Exclusion.

17 **1.11. “Court”** refers to the Judge presiding over the Class Action and PAGA Action.

18 **1.12. “IBC”** refers to Immanuel Baptist Church of San Bernardino and Highland,
19 California, and each of its affiliates and subsidiaries.

20 **1.13. “Defense Counsel”** refers to Seyfarth Shaw LLP. For purposes of providing any
21 notices required under this Agreement, Defense Counsel shall refer to Andrew McNaught, Seyfarth Shaw
22 LLP, 560 Mission Street, Suite 3100, San Francisco, California 94105.

23 **1.14. “Effective Date”** means the date of an order granting final approval and entry of
24 judgment, if no objections are filed to the settlement. If objections are filed and overruled, and no appeal
25 is taken of the final approval order and judgment, then the Effective Date will be thirty (30) days after the
26 trial court enters final approval and judgment. If an appeal is taken from the Court’s overruling of
27 objections to the settlement, then the Effective Date will be twenty (20) days after the appeal is withdrawn
28

1 or after an appellate decision affirming the final approval decision becomes final. No money will be
2 distributed to the settlement administrator, and then from the settlement administrator to the Settlement
3 Class, unless and until the Effective Date occurs.

4 **1.15. “Eligible Workweek”** refers to a workweek in which a Class Member was
5 employed by IBC during the Settlement Period (defined below), and received any regular pay. Any
6 workweek in which the Class Member did not receive any regular pay will not be an Eligible Workweek,
7 even if the Class Member received other pay (such as Paid Time Off, for example). The Settlement Period
8 includes no more than 20,000 total Eligible Workweeks.

9 **1.16. “Fairness Hearing”** refers to the hearing at which the Court decides whether the
10 terms of the Agreement are fair, reasonable, and adequate for the Class Members and meet all
11 requirements for final approval.

12 **1.17. “Final Approval Order”** refers to the final order by the Court approving the
13 Settlement following the Fairness Hearing.

14 **1.18. “Gross Settlement Amount”** refers to the payment IBC are obligated to make in
15 connection with the Agreement: Two Hundred Ten Thousand Dollars and Zero cents (\$210,00.00), plus
16 any employer-side payroll taxes. In no event shall IBC be obligated to pay more than this amount, except
17 as set forth in Section 5.5.1, below. This sum includes all Individual Settlement Payments (including any
18 employee share of payroll taxes), any Class Representative Service Award, the PAGA Payment,
19 Administrative Costs, and the Class Counsel Payment. IBC shall be responsible for paying any
20 appropriate and legally-required employer payroll taxes.

21 **1.19. “Individual Settlement Payment”** refers to the amount calculated by the
22 Settlement Administrator to distribute to each Settlement Class Member. The Individual Settlement
23 Payment shall be paid from the Net Settlement Amount.

24 **1.20. “Judgment”** refers to the final judgment entered by the Court in this Class Action
25 following the Fairness Hearing.

1 **1.21. “LWDA”** refers to the California Labor & Workforce Development Agency,
2 which helps to enforce the Private Attorney General Act (“PAGA”), and which will receive the LWDA
3 portion of the PAGA Payment.

4 **1.22. “Net Settlement Amount”** refers to the portion of the Gross Settlement Amount
5 that remains after accounting for any Class Representative Service Award, the PAGA Payment,
6 Administrative Costs, and the Class Counsel Payment. The Net Settlement Amount shall include all
7 Individual Settlement Payments, including each Class Member’s share of payroll taxes.

8 **1.23. “Notice of Class Action Settlement”** refers to the Notice of Class Action
9 Settlement, substantially in the form attached as Exhibit A.

10 **1.24. “Objection”** refers to a written statement submitted timely by a Class Member to
11 the Settlement Administrator that contains (1) the name and case number of the Action (or reasonable
12 portion thereof), (2) the full name, last four digits of their social security number, and current address of
13 the Class Member making the Objection, (3) the specific reason(s) for the Objection, and (4) all evidence
14 and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the
15 Court to consider.

16 **1.25. “Objector”** refers to a Settlement Class Member who has submitted Objection or
17 attends the Fairness Hearing to object without having submitted a written Objection.

18 **1.26. “PAGA Payment”** refers to a Ten Thousand Dollars And No Cents (\$10,000.00)
19 payment that shall be set aside from the Gross Settlement Amount in settlement of claims for civil
20 penalties under the Private Attorneys General Act of 2004. Of the PAGA Payment, Seven Thousand Five
21 Hundred Dollars And No Cents (\$7,500.00), representing 75% of the PAGA Payment, shall be payable to
22 the LWDA. The remaining Two Thousand, Five Hundred Dollars And No Cents (\$2,500.00),
23 representing 25% of the PAGA Payment, shall be distributed to the Aggrieved Employees. Aggrieved
24 Employees will receive their PAGA Payment on a pro-rata basis based on the number of Pay Periods they
25 worked during the PAGA Period compared to the total number of Pay Periods all of the Aggrieved
26 Employees worked during the PAGA Period. Aggrieved Employees will receive their PAGA Payment
27 regardless of whether or not they file a Request for Exclusion from the class portion of the Settlement.
28

1 **1.27. “Parties”** refers collectively to (1) Plaintiff Angel Chapparo, individually and on
2 behalf of the Class, and (2) Immanuel Baptist Church of San Bernardino and Highland California, and its
3 affiliates and subsidiaries.

4 **1.28. “Plaintiff”** refers to Class Representative Angel Chapparo, individually and on
5 behalf of the Class.

6 **1.29. “Preliminary Approval Order”** refers to the order entered by the Court following
7 a Motion for Preliminary Approval of the Agreement.

8 **1.30. “Qualified Settlement Fund (QSF)”** refers to a Qualified Settlement Fund
9 pursuant to U.S. Treasury Regulation Section 468B-1.

10 **1.31. “Released Claims”** refers to all claims that will be extinguished by operation of
11 this Agreement and the events it provides for. The Released Claims shall apply to all Class Members who
12 do not timely file a Request for Exclusion. The Released Claims are defined in Section 6.1, below.

13 **1.32. “Released Parties”** refers to IBC, its affiliates and subsidiaries, and their
14 predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and each
15 and all of their current or former subsidiaries, parents, affiliates, predecessors, insurers, agents, servants,
16 employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, registered
17 representatives, executors, and shareholders, including their respective pension, profit sharing, savings,
18 health, and other employee benefits plans of any nature, the successors of such plans, and those plans’
19 respective current or former trustees and administrators, agents, employees, and fiduciaries, and any other
20 persons acting by, through, under or in concert with any of them.

21 **1.33. “Request for Exclusion”** refers to a timely, written, opt-out request signed by a
22 Class Member who thereby elects to be excluded from this Agreement.

23 **1.34. “Settlement Administrator”** refers to ILYM Group, Inc., the third-party
24 administrator the Parties have selected, subject to Court approval.

25 **1.35. “Settlement Class”** refers to all Class Members who do not file a timely and valid
26 Request for Exclusion.

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1 **1.36. “Settlement Payment”** refers to payments made to Settlement Class Members.

2 **1.42. “Settlement Period”** refers to the time period from January 22, 2017 through
3 December 22, 2021.

4 **1.43. “PAGA Period”** refers to the time period from November 16, 2019 through
5 December 22, 2021.

6 **1.44. “Aggrieved Employees”** refers to Class Members who were employed by
7 Defendant during the PAGA Period.

8 **2. RECITALS AND PROCEDURAL HISTORY**

9 **2.1. Allegations in Class Action Complaint.** On January 22, 2021, Plaintiff Angel
10 Chapparo filed a class action and PAGA complaint intending to represent all hourly-paid, non-exempt
11 employees employed by IBC in California since January 22, 2017. Plaintiff alleges claims for: (1) failure
12 to pay overtime wages under Cal. Lab. Code §§ 510, 1194, and 1199; (2) failure to pay minimum wages
13 in violation of Cal. Lab. Code §§ 1194, 1194.2, 1197 and IWC No. 5; (3) failure to provide meal breaks
14 under Cal. Lab. Code §§ 512, 226.7 and IWC No. 5; (4) failure to provide rest breaks under Cal. Lab.
15 Code §§ 512, 226.7 and IWC No. 5; (5) failure to pay wages upon termination in violation of Cal. Lab.
16 Code §§ 201-203; (6) failure to provide accurate wage statements in violation of Cal. Lab. Code §226; (7)
17 failure to reimburse business expenses under Cal. Lab. Code § 2802; (8) a cause of action for Civil
18 Penalties under Labor Code § 2699; and (9) violating Cal. Bus. & Prof. Code §17200 et seq.

19 **2.2. IBC’S Denials.** IBC denies (1) all the material allegations in the Action, (2) that it
20 violated any applicable laws, (3) that it is liable for damages, penalties, interest, restitution, attorneys’
21 fees, or costs, or for any other compensation or remedy with respect to anyone on account of the claims
22 asserted in the Action, and (4) that class certification or representative treatment is appropriate as to any
23 claim in the Action. IBC contends that its policies, procedures, and practices comply with all applicable
24 laws asserted in the Action. Nonetheless, without admitting any liability or wrongdoing whatsoever and
25 without admitting that class or representative treatment is appropriate for any purpose other than for
26 settlement purposes alone, IBC has agreed to settle the Action on the terms set forth in this Agreement, to
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1 avoid the burden, expense, and uncertainty of litigation. Any statements by IBC in this Agreement are
2 made for settlement purposes only.

3 **2.3. Class Counsel's Investigation.** Class Counsel represent that they have conducted
4 a sufficiently thorough investigation into the claims of the Plaintiff Class. Based on their own independent
5 investigation and evaluation and all known facts and circumstances, including the risk of significant
6 defenses asserted by IBC, Class Counsel are of the opinion that the Settlement is fair, reasonable, and
7 adequate and is in the best interests of the Settlement Class.

8 **2.4. Negotiation of Settlement.** Class Counsel engaged in intensive negotiations with
9 IBC with a view toward achieving substantial benefits for the Class Members, while avoiding the cost,
10 delay, and uncertainty of further litigation. Plaintiff and Class Counsel advocate approval of this
11 Agreement after considering (1) the factual and legal defenses to the claims asserted, which render
12 uncertain the ultimate outcome of the Action and class certification, (2) the potential difficulties Plaintiff
13 and Class Members would encounter in establishing their claims and maintaining class or representative
14 treatment, (3) the substantial benefits that Class Members would receive under this Agreement, (4) that
15 this Agreement provides Class Members relief in an expeditious and efficient manner, compared to any
16 manner of recovery possible after litigation and potential appeal, and (5) that this Agreement allows Class
17 Members to opt out of the settlement and individually pursue the claims alleged in the Class Action.

18 **2.5. Certification of Settlement Class.** This Agreement is contingent upon the Court's
19 certification of the Settlement Class under California Code of Civil Procedure Section 382 for settlement
20 purposes only. IBC stipulates to certification of the Settlement Class for purposes of the Settlement only,
21 but does not waive, and instead expressly reserves, the right to challenge the propriety of class
22 certification, or representative treatment for any other purpose should the Court not approve the
23 Settlement.

24 Now therefore, in consideration of the agreements set forth herein, and of the release of all
25 Released Claims, the Parties agree to the terms of this Agreement, subject to the approval of the Court.

1 **3. NOTICE TO CLASS MEMBERS**

2 **3.1. Content of Class Notice.** The Class Notice shall be substantially in the form
3 attached as **Exhibit A** and include the amount of the Settlement, a calculation of the Class Members’
4 anticipated share of the Net Settlement Amount and the Aggrieved Employees’ anticipated share of the
5 PAGA Payment and the full amounts of the Class Counsel Payment, Class Representative Service Award,
6 and Administrative Costs to be awarded, the terms of the release, the procedure to opt out of the Settlement
7 through a Request for Exclusion, notice that they may not opt out of the PAGA portion of the Settlement,
8 the procedure to submit an Objection to the Settlement, and the date of the Fairness Hearing. No claim
9 form will be required to participate in the Settlement.

10 **3.2. Settlement Administrator.** The Parties select ILYM Group, Inc. as the Settlement
11 Administrator. The duties of the Settlement Administrator shall include, without limitation, mailing
12 notices to Class Members, providing weekly updates to counsel for the Parties, establishing a QSF,
13 obtaining appropriate tax identification number(s), calculating Individual Settlement Payments (including
14 all required tax withholdings and payments), mailing Individual Settlement Payments and tax forms to
15 Settlement Class Members, remitting all tax payments and requisite reporting documentation to taxing
16 authorities, and the other duties associated with settlement administration, including specified in this
17 Agreement. Any dispute relating to the settlement administration will, after good-faith efforts by the
18 Parties to resolve the dispute, be referred to the Court.

19 **3.3. Class Data for the Settlement Administrator.** Within 14 calendar days of the
20 later of preliminary approval of this Settlement or Court approval of the Settlement notice to the Class,
21 IBC shall provide to the Settlement Administrator a confidential class list containing: (1) the names; (2)
22 employee ID numbers; (3) last known address and telephone number(s); (4) dates of active employment
23 for Settlement Class Members; (5) number of Eligible Workweeks worked during the Settlement Period
24 for Settlement Class Members; and (6) last four digits of social security numbers. This information shall
25 be used to facilitate the administration of this Agreement. The Settlement Administrator shall keep the
26 class data provided by IBC strictly confidential and shall use the class data only for the purposes described
27 in this Agreement, and shall return the class data to IBC or confirm the destruction of same upon
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1 completing the settlement administration called for by this Agreement. Under no circumstances will the
2 class data be provided to Class Counsel.

3 **3.4. Mailing Materials to Class Members.** Within seven (7) business days of the
4 receipt of the class data discussed immediately above in Section 3.3, the Settlement Administrator shall
5 send the Notice of Class Action Settlement to Class Members to their last known address via First Class
6 U.S. Mail. Any mailing returned to the Settlement Administrator as undeliverable shall be sent within
7 five calendar days via First Class U.S. Mail to any available forwarding address. If no forwarding address
8 is available, then the Settlement Administrator shall attempt to determine the correct address by using a
9 computer-based skip-trace search, and shall then perform, if feasible, a re-mailing via First Class U.S.
10 Mail within five (5) calendar days. If the last known address is not available for a Class Member, then
11 the Notice of Class Action Settlement for that Class Member will be deemed undeliverable. Only one re-
12 mailing is required. If a Class Member cannot be located within two attempts at mailing, then the Notice
13 of Class Action Settlement for that Class Member will be deemed undeliverable. It is the intent of the
14 Parties that reasonable means be used to locate Class Members.

15 **3.5. Proof of Mailing.** At least thirty (30) calendar days prior to the Fairness Hearing,
16 the Settlement Administrator shall provide a declaration of due diligence and proof of mailing with regard
17 to mailing of the Notice of Class Action Settlement to Class Counsel and Defense Counsel, which they
18 shall in turn provide to the Court.

19 **4. CLASS MEMBERS' OPTIONS TO RESPOND**

20 **4.1. Consideration Period.**

21 **4.1.1. Submission of Objections and Requests for Exclusion.** Class Members
22 will have forty-five (45) calendar days from the date of the mailing or fifteen (15) days from the date of
23 re-mailing of the Notices to postmark their objections or written requests for exclusion to the Settlement
24 Administrator. Requests for exclusion must state, in effect, that the Class Member does not wish to
25 participate in the Settlement. In addition, any request must include the Class Member's first and last
26 name, signature, address, phone number, and last four digits of the Class Member's Social Security
27 number for verification purposes. A Class Member who excludes himself or herself from the Settlement
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1 shall lose standing to object. Except as specifically provided herein, no Class Member response of any
2 kind that is postmarked after the Consideration Period shall be considered absent agreement of the Parties.

3 **4.1.2. Deficiency Notices.** Within five (5) calendar days after receipt by the
4 Settlement Administrator of each timely-submitted request for exclusion, the Settlement Administrator
5 will send a deficiency notice to the Class Members addressing any irregularities in the request for
6 exclusion (such as failure to sign or include last four digits of Social Security Number). The deficiency
7 notice will provide the Class Members ten (10) days from the mailing of the deficiency notice to postmark
8 a written response to cure all deficiencies. The failure of a Class Member to cure all deficiencies in a
9 timely manner shall invalidate a request for exclusion and will not be subject to cure.

10 **4.2. Requests for Exclusion and Opt Out Rights.** Class Members shall be given the
11 opportunity to opt out of the Settlement.

12 **4.2.1. Opt Out Procedure.** Class Members may opt out of this Settlement by
13 mailing the Settlement Administrator a Request for Exclusion. A Request for Exclusion, to be valid, must
14 include the Class Member's name, current address, current telephone number, and the last four digits of
15 the Class Member's Social Security number. Any Request for Exclusion that does not include all of the
16 required information or that is not submitted in a timely manner will be deemed ineffective. If there is a
17 dispute regarding the timeliness or validity of a Request for Exclusion, then the Settlement Administrator
18 shall make the determination, after consultation with Class Counsel and Defense Counsel.

19 **4.2.2. Effect of Exclusion Through Opting Out.** Any Class Member who opts
20 out of this Settlement may not submit an Objection and shall not receive any Individual Settlement
21 Payment, and shall not be bound by the releases set forth in this Agreement, however, if the Class Member
22 is also an Aggrieved Employee he/she shall still receive his/her portion of the PAGA Payment and will
23 remain bound by the PAGA Release in this Agreement. If a Class Member submits both a Request for
24 Exclusion and an Objection, then the Request for Exclusion will be valid and will invalidate the Objection.
25 Each Class Member who does not submit a timely, valid Request for Exclusion shall be bound by the
26 releases for which this Agreement provides.

1 **4.2.3. Tolerance of Opt-Outs—Defendant’s Right to Withdraw.** If the number
2 of Class Members who opt out by submitting Requests for Exclusion exceeds ten percent (10%) of the
3 total number of Class Members, then IBC may, in the exercise of its sole discretion, abrogate this
4 Agreement. IBC’s right expires 15 calendar days after the expiration of the Consideration Period. All
5 signatories and their counsel agree not to encourage opt-outs. In the event IBC exercises this option, the
6 costs of administration shall be borne by IBC.

7 **4.3. Objections.** Class Members who do not submit a Request for Exclusion shall be
8 entitled to object to the terms of the Agreement.

9 **4.3.1. Objection Procedures.** Any written objection to this Agreement must
10 contain (1) the name and case number of this Action (or reasonable portion thereof), (2) the full name, last
11 four digits of their social security number, and current address of the Settlement Class member making
12 the Objection, and (3) the specific reason(s) for the Objection. Settlement Class members who submit an
13 Objection remain bound by this Agreement if it is approved by the Court. Class Counsel shall file any
14 and all written Objections with the Court. Settlement Class members may also appear in Court at the
15 Fairness Hearing to make their Objection orally, without submitting a written Objection.

16 **4.3.2. Waiver of Objection Rights.** Settlement Class members who fail to submit
17 an Objection in the manner specified in the Notice of Class Action Settlement shall be deemed to have
18 waived any objection and shall be foreclosed from objecting to this Agreement, whether by appeal or
19 otherwise.

20 **4.4. Proof of Class Members’ Responses.** At least thirty (30) calendar days prior to
21 the Fairness Hearing, the Settlement Administrator will prepare a declaration to submit to the Court
22 regarding the mailing of the Notice of Class Action Settlement, the inability to deliver any mailing due to
23 invalid addresses, the number of any Requests for Exclusion, and the number of any Objections and the
24 contents of the Objections.

25 **4.5. Binding Effect of Settlement.** Although a Settlement Class member might not
26 receive the Notice of Class Action Settlement, and might not timely submit an Objection or a Request for
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1 Exclusion because of inability to locate the Settlement Class member's current address, that Settlement
2 Class member shall nonetheless be bound by this Agreement.

3 **4.6. No Interference with Class Member Responses.** Each Party agrees not to
4 encourage any Class Member to submit an Objection or a Request for Exclusion and agrees not to retaliate
5 against any Class Member for participating or not participating in the settlement that this Agreement
6 contemplates.

7 **5. DISTRIBUTION OF SETTLEMENT PROCEEDS**

8 **5.1. Administrative Costs.** The Parties agree to obtain a reasonable estimate of
9 Administrative Costs of up to Eight Thousand, Five Hundred Dollars and No Cents (\$8,500.00), and seek
10 approval of Administrative Costs to be drawn from the Gross Settlement Amount. If the Court approves
11 only a lesser amount, then the other terms of this Agreement shall still remain in effect. The amount of
12 Administrative Costs is not a material term of this Agreement. If this Agreement is not finally effectuated,
13 then any Administrative Costs incurred to date will be paid in equal parts by IBC and Plaintiff, except if
14 IBC exercises its right to abrogate the Agreement under Section 4.2.3, IBC shall be solely responsible for
15 payment of all Administrative Costs incurred.

16 **5.2. Class Counsel Payment.** Class Counsel intend to request—and IBC agrees not to
17 oppose—that the Court award a Class Counsel Payment, to be drawn from the Gross Settlement Amount,
18 for (a) attorneys' fees of 1/3 of the Gross Settlement Amount (currently Seventy Thousand Dollars
19 (\$70,000)), and (b) litigation costs actually incurred in representing the interests of the Class Members,
20 supported by adequate documentation, in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00).
21 IBC shall have no liability for any other attorneys' fees or costs. To the extent that the Court approves
22 less than the amount of Class Counsel Payment that Class Counsel request, the difference between the
23 requested and awarded amounts will be distributed to Settlement Class Members on a proportional basis
24 relative to the size of their claims as set forth in Sections 5.5.1 and 5.5.2, below.

25 **5.2.1. Approval of Class Counsel Payment Not Material.** The Court's approval
26 of the Class Counsel Payment in the amount requested is not a material term of this Agreement. If the
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1 Court approves only a lesser amount, then the other terms of this Agreement shall still remain in effect
2 and the difference will remain part of the Net Settlement Amount.

3 **5.2.2. Timing of Class Counsel Payment.** The Settlement Administrator shall
4 issue the Class Counsel Payment within twenty-five (25) calendar days after the Effective Date. Within
5 five (5) calendar days after the Effective Date, Class Counsel shall transmit instructions to the Settlement
6 Administrator as to how any approved attorneys' fees and costs shall be paid. The Settlement
7 Administrator shall issue appropriate Internal Revenue Service Forms 1099 to Class Counsel. Class
8 Counsel shall be solely responsible for paying all applicable taxes on any Class Counsel payment and
9 shall indemnify and hold harmless IBC from any claim or liability for taxes, penalties, or interest arising
10 as a result of the Class Counsel payment.

11 **5.3. Class Representative Service Award.** Class Counsel intends to request—and IBC
12 agree not to oppose—that the Court award a Class Representative Service Award to the Class
13 Representative Angel Chapparo in an amount of Five Thousand Dollars And No Cents (\$5,00.00), to be
14 drawn from the Gross Settlement Amount. Any Class Representative Service Award shall be in addition
15 to the Class Representative's Individual Settlement Payment. To the extent that the Court approves less
16 than the amount of Class Representative Service Award that Class Counsel request, the difference between
17 the requested and awarded amounts will be distributed to Settlement Class Members on a proportional
18 basis relative to the size of their claims as set forth in Sections 5.5.1 and 5.5.2, below.

19 **5.3.1. Class Representative Service Awards Not Material.** The Court's
20 approval of the Class Representative Service Award is not a material term of this Agreement. If the Court
21 does not approve or approves only a lesser amount than that requested for a Class Representative Service
22 Award, then the other terms of this Agreement shall still remain in effect.

23 **5.3.2. Timing of Class Representative Service Awards.** The Settlement
24 Administrator shall pay any Class Representative Service Award within twenty-five (25) calendar days
25 after the Effective Date, and shall issue an IRS Form 1099 to the Class Representatives. The Class
26 Representative shall be solely responsible for paying all applicable taxes on any Class Representative
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Service Award and shall indemnify and hold harmless IBC from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Award.

5.4. PAGA Payment. The Parties will seek approval for PAGA Payment of Ten Thousand Dollars And No Cents (\$10,000.00). Seven Thousand, Five Hundred Dollars And No Cents (\$7,500.00), representing 75% of the PAGA Payment, will be drawn from the Gross Settlement Amount and paid to the LWDA. The remaining Two Thousand, Five Hundred Dollars And No Cents (\$2,500.00), representing 25% will be allocated to the Aggrieved Employees on a pro-rata basis based on the number of Pay Periods they worked during the PAGA Period compared to the total number of Pay Periods all of the Aggrieved Employees worked during the PAGA Period.

5.4.1. Amount of PAGA Payment Not Material. Any change in the requested PAGA Payment is not a material term of this Agreement. If the Court approves a lesser or greater amount than that requested, the other terms of this Agreement shall still remain in effect. However, some approval of a PAGA Payment is a material term of the Settlement and this Agreement. If the Court does not approve a PAGA Payment, then the entire Agreement will be, at IBC's sole discretion, void and unenforceable. In the event IBC exercises this option, the costs of administration shall be borne by IBC.

5.4.2. Timing of PAGA Payment. The Settlement Administrator shall pay 75 percent of any approved PAGA Payment to the LWDA and 25 percent of any approved PAGA Payment to the Aggrieved Employees within twenty-five (25) calendar days after the Effective Date.

5.5. Individual Settlement Payments. Each Settlement Class Member shall be entitled to an Individual Settlement Payment consisting of a share of the Net Settlement Amount, as set forth below.

5.5.1. Calculation of Individual Settlement Share. Each Settlement Class member will be eligible to receive a portion of the Net Settlement Amount based on the following formula:

The individual Settlement Share payment to a Settlement Class Member will be calculated by dividing the number of Eligible Workweeks attributed to the Settlement Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount.

1 IBC's time records regarding the number of Eligible Workweeks worked for each Settlement Class
2 member shall be used for purposes of calculating Individual Settlement Payments. The Class Notice will
3 include information for each Class Member showing how much the individual Class Member is expected
4 to receive based on this formula and their number of eligible workweeks. The Class Notice will also
5 provide the Class Members an opportunity to dispute the number of Workweeks indicated on the Class
6 Notice. Such dispute must be made no later than thirty (30) calendar days from the date of the mailing or
7 ten (10) calendar days after re-mailing of the Class Notices. IBC and/or the Settlement Administrator
8 shall review any documentation provided by the Class Member to determine whether there was an error
9 in the number of Eligible Workweeks calculated, and adjust any payment to be allocated if necessary.

10 It is estimated that there are approximately 150 Class Members who worked approximately 20,000
11 workweeks during the Settlement Period. Defendant will provide a declaration under penalty of perjury
12 confirming the number of applicable Class Members and workweeks they worked during the applicable
13 Settlement Period. If the workweek number increases by more than 15% of the estimate stated, the Gross
14 Settlement Amount will increase proportionally for the number of workweeks over 115% of 20,000
15 (23,300), and Class Counsel shall be permitted to request and recover attorney's fees equal to 1/3 of the
16 increased Gross Settlement Amount.

17 **5.5.2. Timing of Individual Settlement Payments.** The Settlement
18 Administrator shall issue Individual Settlement Payments no later than twenty-five (25) calendar days
19 after the Effective Date. Any checks from this distribution that are not cashed within one-hundred-eighty
20 (180) calendar days from the date of the mailing of the checks shall be cancelled and said cancellation
21 shall not affect the validity of the Release of claims provided for herein and the Settlement Class member
22 shall be deemed to, nevertheless, be bound by the Release of claims provided herein. As soon as
23 practicable after the 180-day check cashing period, the Settlement Administrator shall prepare for the
24 Parties a Final Report—a document summarizing relevant events to date and advising the total dollar
25 amount paid to Settlement Class members, the status of any uncashed checks, and any amount remaining
26 in the QSF. The Parties will request the Court to order that all funds represented by uncashed settlement
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1 checks, plus any accrued interest, be tendered to The Interdisciplinary Center for Healthy Workplaces, as
2 a *cypres* recipient.

3 **5.5.3. Tax Allocation of Individual Settlement Payments.** Each individual
4 Settlement Share Payment will be allocated as one-third to wages and two-thirds to interest and penalties,
5 which represents the Parties' good faith allocation based on the claims asserted and potential damages
6 related to wages and interest and penalties. In accordance with law, the Settlement Administrator will
7 make required tax withholdings from each individual Settlement Payment on the portion designated as
8 wages and will remit the withholding to the appropriate taxing authorities. The Settlement Administrator
9 shall issue any necessary Form W-2 and 1099 statements to Settlement Class members for their respective
10 individual Settlement Payments. Settlement Class members shall be solely responsible for paying all other
11 applicable taxes on their respective individual Settlement Payments and shall indemnify and hold harmless
12 IBC and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result
13 of individual Settlement Payments. PAGA Payments to the Aggrieved Employees shall be allocated 100%
14 to penalties, and the Settlement Administrator shall issue any necessary 1099 statement to the Aggrieved
15 Employees for their respective PAGA Payments.

16 **5.5.4. Tax Allocations of Individual Settlement Payments Not Material.** The
17 Court's approval of the allocation of Individual Settlement Payments set forth above is not a material term
18 of this Agreement. If the Court does not approve or approves a different allocation of the Individual
19 Settlement Payments, then the other terms of this Agreement shall still remain in effect.

20 **5.6. Funding of Gross Settlement Amount.** By fifteen (15) days after the Effective
21 Date, IBC will deposit all of the Gross Settlement Amount, into the QSF established by the Settlement
22 Administrator, as well as any employer side payroll taxes.

23 **6. RELEASES**

24 **6.1. Release by Settlement Class Members.** Upon the Court's entry of the Final
25 Approval Order and Judgment, and upon funding of the Gross Settlement Amount, and except as to rights
26 this Agreement creates, Plaintiff and each member of the Settlement Class shall release the Released
27 Parties from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay,
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1 guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or
2 nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state
3 law during the Class Period for any alleged failure to pay all wages due (including minimum wage and
4 overtime wages), failure to pay for all hours worked (including off-the clock and on-call work), failure to
5 provide meal and authorize and permit rest periods, short/late meal and rest periods, failure to relieve of
6 all duties during meal and rest periods, failure to reimburse business expenses, failure to timely pay wages
7 and final wages, failure to pay wages and final wages, failure to furnish accurate wage statements
8 including claims derivative and/or related to these claims, liquidated damages, and conversion of wages.
9 This Release shall include, claims that were raised, or that reasonably could have been raised based on the
10 facts and allegations in the operative complaint at the time of the Court's entry of the Final Approval
11 Order and Judgement. This Release shall include all claims and theories arising under the applicable
12 regulations, Wage Orders and Labor Code, as well as claims under Business and Professions Code section
13 17200 et seq., based on violations of the above Labor Code provisions. This release shall apply to all
14 claims, as described above, arising at any point during the Settlement Period.

15 **6.2. Release by the Aggrieved Employees.** Upon the Court's entry of Final Approval
16 Order and Judgement, and funding of the Gross Settlement Amount, the Defendant shall receive a release
17 from the Aggrieved Employees of all PAGA claims alleged in the operative complaint at the time of the
18 Court's entry of the Final Approval Order and Judgement and Plaintiff's PAGA notice to the LWDA
19 which occurred during the PAGA Period.

20 **6.3. Class Representative's Individual Release.** In addition to the release given by
21 each member of the Settlement Class, Class Representative Angel Chapparo also generally releases claims
22 against each Released Party. This general release includes all claims arising from Plaintiff's relationship
23 with IBC, but expressly excludes only the individual claims asserted in Plaintiff's DFEH Charge filed
24 against IBC on August 3, 2021, which are the subject of a separate confidential settlement agreement and
25 release. This general release by the Class Representative also includes a waiver of rights under California
26 Civil Code Section 1542, which states:

27 A general release does not extend to claims that the creditor or releasing party does not
28 know or suspect to exist in his or her favor at the time of executing the release and that, if

known by him or her, would have materially affected his or her settlement with the debtor or released party.

This general release from the Class Representative is effective only upon the Court granting final approval of the Settlement, entry of Judgment, and payment by IBC to the Settlement Administrator and applies only to claims that may be released as a matter of law.

6.4. Settlement is Contingent Upon Release of Claims. This Agreement is conditioned upon the releases by the Settlement Class and Class Representative as described herein, and upon covenants by the Settlement Class Members and Class Representative that they will not participate in any action, lawsuits, proceedings, complaints, or charges in any court or before any administrative body related to any claims they have released under this Settlement.

6.5. Inadmissibility of Settlement Documents. The Parties agree that this Agreement and all exhibits thereto shall be inadmissible in any proceeding, except an action or proceeding to approve, interpret, or enforce this Agreement. The Parties agree that, to the extent permitted by law, this Agreement will operate as a complete defense to—and may be used as the basis for an injunction against—any action, suit, or other proceeding attempted in breach of this Agreement.

7. SETTLEMENT APPROVAL PROCEDURE

7.1. Preliminary Approval. Plaintiff shall submit to the Court a Motion for Preliminary Approval of Class Action Settlement. This motion shall seek an order to preliminarily approve this Agreement according to the terms in this Agreement and provide for the Notice of Class Action Settlement to be sent to Class Members as specified in this Agreement, substantially in the form attached hereto as **Exhibit A**. This motion shall include the bases for demonstrating that settlement amounts are reasonable in light of the facts and controlling authorities pertaining to the claims alleged. The motion shall also be accompanied by a declaration of Class Counsel discussing the risks of continued litigation and the decision that the best interests of the Class Members are served by the terms of this Agreement. Defense counsel shall have the opportunity to review and comment on a draft of the motion before it is filed.

7.2. Final Approval. Plaintiff shall submit to the Court a Motion for Final Approval Order, which shall include findings and orders (a) approving the Agreement, (b) adjudging the terms to

1 be fair, reasonable, and adequate, (c) reciting the Released Claims in full, (d) directing that the terms of
2 the Agreement be carried out, and (e) retaining jurisdiction to oversee enforcement of this Agreement and
3 the Court's orders. Defense counsel shall have the opportunity to review and comment on a draft of the
4 motion before it is filed.

5 **7.3. Motion for Class Counsel Payment.** Along with the Motion for Final Approval,
6 Class Counsel may file a motion for Court approval of an attorneys' fees and costs award in the amount
7 of (a) 1/3 of the Gross Settlement Amount (currently Seventy Thousand Dollars (\$70,000)), and (b)
8 litigation costs actually incurred in representing the interests of the Class, supported by adequate
9 documentation, in an amount not to exceed Fifteen Thousand Dollars (\$15,000).

10 **7.4. Motion for Class Representative Service Award.** Along with the Motion for
11 Final Approval, Class Counsel may file a motion for Court approval of Class Representative Service
12 Award in the amount of Five Thousand Dollars (\$5,000) to Class Representative Angel Chapparo.

13 **7.5. Timing of Judgment.** After the Final Approval Order, Plaintiff shall request that
14 the Court enter Judgment in accordance with this Agreement, without further fees or costs.

15 **7.6. Appeal Rights.** Only an Objector has the right to appeal the Judgment, if the
16 Judgment is in accord with this Agreement. Each Class Representative and Class Counsel hereby waive
17 any right to appeal any judgment, ruling, or order in this Action, including, without limitation, any Final
18 Approval Order and any Judgment in the Action. This waiver includes all rights to any post-judgment
19 proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion
20 for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the
21 time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal,
22 appellate proceedings, or post-judgment proceedings.

23 **7.7. Schedule of contemplated events.** By way of review, the events contemplated by
24 the settlement approval procedure are as follows:

25 Deadline for IBC to provide current class list to 26 Settlement Administrator	Within 14 calendar days of the later of preliminary approval of this Settlement or court 27 approval of Settlement notice to the class
---	--

Deadline for Settlement Administrator to mail Notice of Class Action Settlement	Within 7 business days of receipt of the class data from IBC
Settlement Administrator to report to Defense and Class Counsel on Requests for Exclusion, Objections and other results of class notice	30 calendar days from date that Notice of Class Action Settlement is mailed
Last day for class members to dispute their number of Eligible Workweeks	30 calendar days from date that Notice of Class Action Settlement is mailed
Last day for class members to submit Requests for Exclusion or Objections	45 calendar days from date that Notice of Class Action Settlement is mailed or re-mailed
Deadline for Class Counsel to move for Final Approval, attorneys' fees and costs, and Class Representative Service Awards	To be set by the Court
Hearing on Final Approval and on motion for Class Counsel Payment and Class Representative Service Award	To be set by the Court [the Parties request a date to be set that is 120 days after the Court grants preliminary approval of this Settlement or court approval of Settlement notice to the class]

8. MISCELLANEOUS

8.1. Materiality of Terms. Except as otherwise stated herein, each substantive term of this Agreement is material and has been relied upon by the Parties in entering into this Agreement. If the Court does not approve any substantive term, or if the Court effects a material change to the Agreement—such as increasing any amount that IBC must pay—then the entire Agreement will be, at IBC's sole discretion, void and unenforceable. Where this Agreement states that a term is not material, then the Court's refusal to approve that term leaves all the other terms of the Agreement in effect, and does not give Class Counsel or any Class Member any basis to abrogate this Agreement.

8.2. No Tax Advice. Neither Class Counsel nor Defense Counsel intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

8.3. No Impact on Employee Benefits. No payment made under this Agreement shall be considered as compensation or hours worked or hours paid for purposes of determining eligibility,

1 vesting, participation, or contributions with respect to any employee benefit plan. For purposes of this
2 Agreement, the term “benefit plan” means every ERISA “employee benefit plan,” as defined in the
3 Employee Retirement and Income Security Act of 1974 (“ERISA”), 29 U.S.C. section 1002(3). The term
4 also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare,
5 profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred
6 compensation, or any other similar benefit plan, practice, program, or policy, regardless of whether any
7 such plan is considered an ERISA employee benefit plan.

8 **8.4. Language of Settlement Documents.** All Settlement-related documents to be
9 filed with the Court or sent to Class Members must be approved by all Parties before being filed or sent.

10 **8.5. Parties’ Authority.** The signatories hereto represent that they are fully authorized
11 to bind the Parties to all the terms of this Agreement. The Parties agree that Class Members are so
12 numerous that it is impossible or impractical to have each Class Member execute this Agreement. This
13 Agreement may be executed on behalf of Class Members by the proposed Class Representatives and by
14 Class Counsel.

15 **8.6. Entire Agreement.** This Agreement, which includes its Definitions, Recitals, and
16 all Exhibits attached hereto, constitutes the entire agreement on its subject matter, and supersedes all prior
17 and contemporaneous negotiations and understandings between the Parties.

18 **8.7. Counterparts.** This Agreement may be executed in counterparts, and each
19 counterpart signed and delivered shall be deemed an original, and when taken together with other signed
20 counterparts, signed and delivered shall constitute one signed Agreement, which shall be binding upon
21 and effective as to all Parties.

22 **8.8. Facsimile or Scanned Signatures.** A Party may sign and deliver this Agreement
23 by signing on the designated signature block and transmitting that signature page via facsimile or as an
24 attachment to an email to counsel for the other Party. Any such signature shall be deemed an original for
25 purposes of this Agreement and shall be binding upon the Party who transmits the signature page.

26 **8.9. Waivers and Modifications to Be in Writing.** No waiver, modification, or
27 amendment of this Agreement—whether purportedly made before or after the Court’s approval of this
28

1 Agreement—shall be valid unless it appears in a writing signed by or on behalf of all Parties, and then
2 shall be valid subject to any required Court approval. Any failure by any Party to insist upon the strict
3 performance by the other Party of any provision of this Agreement shall not be deemed a waiver of future
4 performance of the same provisions or of any other provision of this Agreement, and such Party,
5 notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any
6 provision of this Agreement. The time periods and dates provided in this Agreement with respect to giving
7 of notices and hearings are subject to Court approval and modification by the Court or by written
8 stipulation of Class Counsel and Defense Counsel.

9 **8.10. Construction.** Each Party participated jointly in the drafting of this Agreement,
10 and its terms are not intended to be, and shall not be, construed against any party by virtue of
11 draftsmanship.

12 **8.10.1. Exhibits Incorporated by Reference.** This Agreement includes the terms
13 set forth in any attached exhibit. Any exhibit to this Agreement is an integral part of it.

14 **8.10.2. Headings.** The headings within this Agreement appear for convenience of
15 reference only and shall have no effect upon the construction or interpretation of any part of this
16 Agreement.

17 **8.10.3. Invalidity of Any Provision.** Before declaring any provision of this
18 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
19 possible so as to render all provisions of this Agreement enforceable.

20 **8.11. Duty to Cooperate.** Each Party, upon the request of another, agrees to perform
21 such acts and to execute and to deliver such documents as are reasonably necessary to carry out this
22 Agreement. In the same spirit, the Parties agree to make all reasonable efforts to avoid unnecessary
23 Administrative Costs.

24 **8.12. No Prior Assignments or Undisclosed Liens.** The Class Representative and Class
25 Counsel represent that they have not assigned, transferred, conveyed, or otherwise disposed of any
26 Released Claim or claim to attorneys' fees and costs award to be paid under this Agreement. The Class
27 Representative and Class Counsel further represent and warrant that there are not any liens or claims
28

1 against any amount that IBC is to pay under this Agreement. The Class Representative and Class Counsel
2 agree to defend, to indemnify, and to hold IBC harmless from any liability, losses, claims, damages, costs,
3 or expenses, including reasonable attorneys' fees, resulting from a breach of these representations or from
4 any lien or assignment.

5 **8.13. Waiver of Right to Request Exclusion by Class Representatives.** The Class
6 Representative, by signing this Agreement, agrees not to request exclusion from the Settlement. The Class
7 Representative, by signing this Agreement, further represent that she has no objection to the terms of the
8 Agreement and believes the terms to be fair, reasonable and adequate.

9 **8.14. Confidential Information.** Class Counsel will destroy all confidential documents
10 and information provided by IBC within 60 calendar days after the completion of the administration of
11 this Agreement. Class Counsel further agree that none of the information provided by IBC shall be used
12 for any purpose other than prosecution of this Action.

13 **8.15. Publicity.** Neither Plaintiff nor Class Counsel will publicize the Settlement in any
14 way that identifies IBC, except as follows: Nothing in this Agreement shall preclude Class Counsel from
15 communicating with members of the Settlement Class after preliminary approval, and after preliminary
16 approval Class Counsel is permitted to post Court-filed documents on their website(s) for viewing by the
17 Settlement Class members. Further, Class Counsel shall be permitted to disclose their approval as Class
18 Counsel in this Settlement in declarations filed with any court in support of Class Counsel's adequacy.

19 **8.16. Continuing Jurisdiction.** The Court shall retain jurisdiction over the
20 implementation of this Agreement as well as any matter arising out of, or related to, the implementation
21 of this Agreement. The Court shall not have jurisdiction to modify the terms of this Agreement without
22 the consent of all Parties.

23 **8.17. Disputes.** If the Parties dispute the interpretation of this Agreement, they shall first
24 attempt to resolve the dispute informally through good faith negotiations and with the help of the mediator
25 (Tripper Ortman) if necessary, and, if those efforts are unsuccessful, they agree to mediate any such
26 dispute. The Parties will split the costs of the mediator, and all parties will bear their own fees and costs.
27
28

1 **8.18. Governing Law.** All terms of this Agreement shall be governed by and interpreted
2 according to California law.

3
4 SO AGREED:

5
6 Dated: February 9¹, 2022

Angel Chapparo

Angel Chapparo (Feb 19, 2022 12:51 PST)

Plaintiff And Class Representative ANGEL
CHAPPARO

7
8
9 Dated: February __, 2022

10
11 By _____
12 For IMMANUEL BAPTIST CHURCH OF SAN
13 BERNARDINO AND HIGHLAND,
14 CALIFORNIA and IMMANUEL BAPTIST
15 CHURCH

16 Approval As To Form and Content By Counsel:

17 Dated: February 22, 2022

18 JCL LAW FIRM, APC

19
20 By



Jean-Claude Lapuyade
Attorney for Plaintiff ANGEL CHAPPARO and the
Settlement Class.

21
22 Dated: February 22, 2022

23 ZAKAY LAW GROUP APCAL

24
25 By



Shani Zakay
Attorney for Plaintiff ANGEL CHAPPARO and the
Settlement Class

1 **8.18. Governing Law.** All terms of this Agreement shall be governed by and interpreted
2 according to California law.

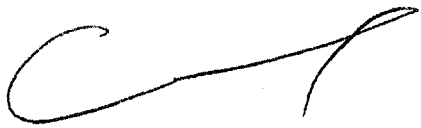
3
4 SO AGREED:

5
6 Dated: February __, 2022

Plaintiff And Class Representative ANGEL
CHAPPARO

7
8
9 Dated: February 23, 2022

10
11 By



For IMMANUEL BAPTIST CHURCH OF SAN
BERNARDINO AND HIGHLAND,
CALIFORNIA and IMMANUEL BAPTIST
CHURCH

12
13
14 Approval As To Form and Content By Counsel:

15
16 Dated: February __, 2022

17
18 JCL LAW FIRM, APC

19
20 By

Jean-Claude Lapuyade
Attorney for Plaintiff ANGEL CHAPPARO and the
Settlement Class.

21
22 Dated: February __, 2022

23
24 ZAKAY LAW GROUP APCAL

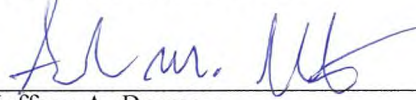
25
26 By

Shani Zakay
Attorney for Plaintiff ANGEL CHAPPARO and the
Settlement Class

1
2
3 Dated: February ^{24th}, 2022

SEYFARTH SHAW LLP

4 By



5 Jeffrey A. Berman
Andrew M. McNaught

6 Attorney for IBC IMMANUEL BAPTIST CHURCH OF
7 SAN BERNARDINO AND HIGHLAND,
8 CALIFORNIA, and IMMANUEL BAPTIST CHURCH
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EXHIBIT B

ORIGINAL

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 15 2022

BY 
JESSICA MORALES, DEPUTY

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
Eduardo Garcia (State Bar #290572)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
egarcia@jcl-lawfirm.com

Attorneys for Plaintiff ANGEL CHAPPARO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

ANGEL CHAPPARO, individually and on
behalf of all persons similarly situated

Case No. CIVSB2101240

PLAINTIFFS,

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

vs.

IMMANUEL BAPTIST CHURCH OF SAN
BERNADINO AND HIGHLAND,
CALIFORNIA, a California non-profit
corporation; IMMANUEL BAPTIST
CHURCH, a California non-profit corporation,
and Does 1 through 50, Inclusive,

Date: August 15, 2022

Time: 10:00 a.m.

Judge: Hon. David

Dept.: Cohn S-26

DEFENDANTS.

FILED BY FAX

1 This matter having come before the Honorable Judge David Cohn of the Superior Court of the
2 State of California, in and for the County of San Bernardino, at 10:00 a.m. on August 15, 2022, with
3 Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the ZLG Law
4 Group, APLC as counsel for plaintiff ANGEL CHAPPARO (“Plaintiff”), and Jeffrey A. Berman and
5 Andrew M. McNaught of Seyfarth Shaw LLP appearing for defendants IBC IMMANUEL BAPTIST
6 CHURCH OF SAN BERNARDINO AND HIGHLAND, CALIFORNIA, and IMMANUEL
7 BAPTIST CHURCH (hereinafter collectively “Defendants” of “IBC”). The Court, having carefully
8 considered the briefs, argument of counsel and all the matters presented to the Court, and good
9 cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action
10 Settlement.

IT IS HEREBY ORDERED:

11 1. The Court preliminarily approves the Class and Representative Action Settlement
12 Agreement and Release of Claims (“Settlement Agreement” or “Agreement”), a true and correct copy
13 of which is attached hereto as **Exhibit “1”**. This is based on the Court’s determination that the
14 Settlement Agreement is within the range of possible final approval, pursuant to the provisions of
15 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
19 Defendants shall pay is Two Hundred Ten Thousand Dollars and Zero Cents (\$210,00.00). It appears
20 to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
21 reasonable as to all Class Members when balanced against the probable outcome of further litigation
22 relating to certification, liability, and damages issues. It further appears that investigation and research
23 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
24 positions. It further appears to the Court that settlement at this time will avoid substantial additional
25 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
26 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
27 intensive, serious, and non-collusive arms-length negotiations.

4. The Court preliminarily finds that the Settlement appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. Plaintiff seeks Class Counsel Payment in the amount of up-to one-third of the Gross Settlement Amount for attorneys' fees, currently estimated at Seventy Thousand Dollars (\$70,000), an award of litigation expenses incurred not to exceed Fifteen Thousand Dollars (\$15,000), and proposed Class Representative Service Award to the Class Representative, Angel Chapparo, in an amount not to exceed Five Thousand Dollars (\$5,000). While these awards appear to be within the range of reasonableness, the Court will not approve the Class Counsel Payment or Class Representative Service Award until the Final Approval Hearing.

6. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class:

“All current and former non-exempt employees of IBC in California during the time period from January 22, 2017, through December 22, 2021.”

7. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class Representative will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified

1 to act as counsel for the Class Representative in her individual capacity and as the representative of the
2 Class Members.

3 8. The Court provisionally appoints plaintiff ANGEL CHAPPARO as the representative of
4 the Class.

5 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
6 A.P.C., and Shani Zakay, of the Zakay Law Group, APLC, as Class Counsel for the Class Members.

7 10. The Court hereby approves, as to form and content, the Proposed Notice of Class Action
8 Settlement (“Class Notice”) attached to the Agreement as Exhibit “A”. The Court finds that both
9 notices appear to fully and accurately inform the Class Members and Aggrieved Employees of all
10 material elements of the proposed Settlement, including the right of any Class Member to be excluded
11 from the Class by submitting a written request for exclusion, and of each Class Member’s right and
12 opportunity to object to the Settlement. The Court further finds that the distribution of the notices
13 substantially in the manner and form set forth in the Agreement and this Order meets the requirements
14 of due process, is the most reasonable notice under the circumstances, and shall constitute due and
15 sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by first class
16 mail, pursuant to the terms set forth in the Agreement.

17 11. The Court hereby appoints ILYM Group, Inc. as Settlement Administrator. Within
18 fourteen (14) calendar days of the later of preliminary approval or court approval of Settlement notice
19 to the class, Defendants shall provide to the Settlement Administrator the Class Data, including
20 information regarding Class Members that Defendants will in good faith compile from its records,
21 including each Class Member’s full name; last known address; Social Security Number; start dates and
22 end dates of employment or work at Defendants’ church campuses in California during the Settlement
23 Period, the number of Workweeks for each Class Members and the number of PAGA Workweeks.
24 Within seven (7) business days after receiving the Class Data from Defendants, the Settlement
25 Administrator shall mail the Class Notice to all identified, potential Class Members via first class U.S.
26 Mail using the most current mailing address information available.

27 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
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1 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
2 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
3 Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be
4 postmarked or received by the Response Deadline which is forty-five (45) calendar days after the date
5 the Class Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more than
6 fifteen (15) calendar days from the date of re-mailing of the Notices. Any such person who chooses to
7 opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment
8 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or
9 comment thereon. Class Members who have not requested exclusion shall be bound by all
10 determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out
11 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of
12 individuals is not permitted and will be deemed invalid.

13 13. Any Class Member who has not opted out may appear at the final approval hearing and
14 may object or express the Class Member's views regarding the Settlement and may present evidence
15 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
16 by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the
17 date the Settlement Administrator mails the Class Notice to postmark their written objections to the
18 Settlement Administrator.

19 14. A final approval hearing shall be held before this Court on _____at
20 _____AM in Department S-26 of the San Bernardino County Superior Court to determine all
21 necessary matters concerning the Settlement, including: whether the proposed settlement of the Action
22 on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should
23 be finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
24 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
25 reasonable to the Class; and to finally approve the Class Counsel Payment, Class Representative
26 Service Award, and the Settlement Administration Costs. All papers in support of the motion for final
27 approval and the motion for Attorneys' Fee and Costs and Class Representative Service Award shall
28

1 be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing.

2 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
3 shall be construed as a concession or admission by Defendants in any way, and shall not be used as
4 evidence of, or used against Defendants as an admission or indication in any way, including with
5 respect to any claim of any liability, wrongdoing, fault, or omission by Defendants or with respect to
6 the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,
7 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the
8 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted
9 in evidence as received as or deemed to be evidence for any purpose adverse to the Defendants,
10 including, but not limited to, evidence of a presumption, concession, indication or admission by
11 Defendants of any liability, fault, wrongdoing, omission, concession or damage.

12 16. In the event the Settlement does not become effective in accordance with the terms of the
13 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
14 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
15 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
16 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
17 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
18 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

19 17. Pending final determination of whether the Settlement should be approved, Class
20 Representative and all Class Members are barred and enjoined from filing, commencing, prosecuting,
21 intervening in, instigating or in any way participating in the commencement or prosecution of any
22 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting
23 any claims that are, or relate in any way to, the Released Claims, unless and until they submit a timely
24 request for exclusion pursuant to the Agreement.

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26
27 ///

18. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Dated: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

JCL LAW FIRM, APC
Jean-Claude Lapuyade
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
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Facsimile: (858) 404-9203
shani@zakaylaw.com

Attorneys for Plaintiff
ANGEL CHAPPARO

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jberman@seyfarth.com
Andrew M. McNaught (SBN 209093)
amcnaught@seyfarth.com
560 Mission Street, 31st Floor
San Francisco, California 94105
Telephone: (415) 397-2823
Facsimile: (415) 397-8549

Attorneys for IBC IMMANUEL BAPTIST CHURCH OF
SAN BERNARDINO AND HIGHLAND, CALIFORNIA,
and IMMANUEL BAPTIST CHURCH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

ANGEL CHAPPARO, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

IMMANUEL BAPTIST CHURCH OF SAN
BERNARDINO AND HIGHLAND,
CALIFORNIA, a California non-profit corporation;
IMMANUEL BAPTIST CHURCH, a California
non-profit corporation, and DOES 1 through 50,
Inclusive,

Defendants.

Case No. CIVSB 2101240

*ASSIGNED FOR ALL PURPOSES TO THE
HONORABLE DAVID COHN, DEPT. S26*

**CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

Complaint Filed: January 22, 2021

1 This Class Action Settlement Agreement and Release of Claims (“Agreement”) is between (1)
2 plaintiff ANGEL CHAPPARO (“Plaintiff”), on the one hand; and (2) defendants IMMANUEL BAPTIST
3 CHURCH OF SAN BERNARDINO AND HIGHLAND, CALIFORNIA, and IMMANUEL BAPTIST
4 CHURCH (collectively, “IBC”), and its affiliates and subsidiaries, on the other hand.

5 Subject to judicial approval, and as provided below, Plaintiff and IBC, (collectively, the “Parties.”)
6 intend to settle the Action (defined below) and to fully, finally, and forever resolve, discharge, and settle
7 the Released Claims (defined below). If this Agreement is not finally approved, or is otherwise nullified,
8 then the Parties shall return to their positions preceding this Agreement and IBC shall retain all rights to
9 challenge the Plaintiff’s claims and the certification of any class.

10 **1. DEFINITIONS**

11 For the purposes of this Agreement, the Parties define the following terms. Each defined term
12 appears throughout in initial capital letters.

13 **1.1. “Action”** refers to the following case: *Chapparo v. Immanuel Baptist Church of*
14 *San Bernardino and Highland, California, et.al.*, San Bernardino County Superior Court Case Number
15 CIVSB 2101240.

16 **1.2. “Administrative Costs”** refers to all costs associated with administration of the
17 settlement contemplated by this Agreement. Administrative Costs include all fees and costs for, among
18 other things, printing, copying, formatting, postage, envelopes, computer searches to locate addresses,
19 calculation of payments to individual class members, calculation of applicable payroll withholdings and
20 payroll taxes, preparation and filing of appropriate IRS Forms, any cost associated with the process for
21 any uncashed settlement checks, provision of weekly reports, and any other expenses the Settlement
22 Administrator incurs to complete the settlement process according to the terms of this Agreement.
23 Administrative Costs are borne in the first instance by the Settlement Administrator.

24 **1.3. “Agreement”** refers to this Class and Representative Action Settlement Agreement
25 and Release of Claims, which includes all its Recitals herein and all the attached Exhibits.

26 **1.4. “Class Action Complaint”** refers to the operative complaint containing class
27 allegations in the Action.
28

1 **1.5. “Class Counsel”** refers to JCL LAW FIRM, APC, 5440 Morehouse Drive, Suite
2 3600, San Diego, CA 92121; Telephone: (619)599-8292; Facsimile: (619) 599-8291; [jlapuyade@jcl-](mailto:jlapuyade@jcl-lawfirm.com)
3 [lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com) and ZAKAY LAW GROUP, APLC, 5440 Morehouse Drive, Suite 3600, San Diego, CA
4 92121; Telephone: (619)255-9047; Facsimile: (858) 404-9203; shani@zakaylaw.com.

5 **1.6. “Class Counsel Payment”** refers to the amount of attorney’s fees and costs that
6 the Court awards to Class Counsel in connection with the resolution of the Action in accordance with this
7 Agreement. The attorney’s fees portion of Class Counsel Payment shall be allocated equally 50/50
8 between JCL LAW FIRM, APC and ZAKAY LAW GROUP, APLC.

9 **1.7. “Class Member”** refers to all current or former non-exempt employees of IBC in
10 California during the Settlement Period.

11 **1.8. “Class Representative”** refers to Plaintiff Angel Chapparo.

12 **1.9. “Class Representative Service Award”** refers to any payment that the Court
13 awards to the Class Representative for efforts in prosecuting the Action on behalf of the Class Members.

14 **1.10. “Consideration Period”** refers to the 45 calendar days following the date when
15 the Settlement Administrator mails the Notice of Class Action Settlement. The Consideration Period is
16 the period in which a Class Member can submit an Objection or a Request for Exclusion.

17 **1.11. “Court”** refers to the Judge presiding over the Class Action and PAGA Action.

18 **1.12. “IBC”** refers to Immanuel Baptist Church of San Bernardino and Highland,
19 California, and each of its affiliates and subsidiaries.

20 **1.13. “Defense Counsel”** refers to Seyfarth Shaw LLP. For purposes of providing any
21 notices required under this Agreement, Defense Counsel shall refer to Andrew McNaught, Seyfarth Shaw
22 LLP, 560 Mission Street, Suite 3100, San Francisco, California 94105.

23 **1.14. “Effective Date”** means the date of an order granting final approval and entry of
24 judgment, if no objections are filed to the settlement. If objections are filed and overruled, and no appeal
25 is taken of the final approval order and judgment, then the Effective Date will be thirty (30) days after the
26 trial court enters final approval and judgment. If an appeal is taken from the Court’s overruling of
27 objections to the settlement, then the Effective Date will be twenty (20) days after the appeal is withdrawn
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1 or after an appellate decision affirming the final approval decision becomes final. No money will be
2 distributed to the settlement administrator, and then from the settlement administrator to the Settlement
3 Class, unless and until the Effective Date occurs.

4 **1.15. “Eligible Workweek”** refers to a workweek in which a Class Member was
5 employed by IBC during the Settlement Period (defined below), and received any regular pay. Any
6 workweek in which the Class Member did not receive any regular pay will not be an Eligible Workweek,
7 even if the Class Member received other pay (such as Paid Time Off, for example). The Settlement Period
8 includes no more than 20,000 total Eligible Workweeks.

9 **1.16. “Fairness Hearing”** refers to the hearing at which the Court decides whether the
10 terms of the Agreement are fair, reasonable, and adequate for the Class Members and meet all
11 requirements for final approval.

12 **1.17. “Final Approval Order”** refers to the final order by the Court approving the
13 Settlement following the Fairness Hearing.

14 **1.18. “Gross Settlement Amount”** refers to the payment IBC are obligated to make in
15 connection with the Agreement: Two Hundred Ten Thousand Dollars and Zero cents (\$210,00.00), plus
16 any employer-side payroll taxes. In no event shall IBC be obligated to pay more than this amount, except
17 as set forth in Section 5.5.1, below. This sum includes all Individual Settlement Payments (including any
18 employee share of payroll taxes), any Class Representative Service Award, the PAGA Payment,
19 Administrative Costs, and the Class Counsel Payment. IBC shall be responsible for paying any
20 appropriate and legally-required employer payroll taxes.

21 **1.19. “Individual Settlement Payment”** refers to the amount calculated by the
22 Settlement Administrator to distribute to each Settlement Class Member. The Individual Settlement
23 Payment shall be paid from the Net Settlement Amount.

24 **1.20. “Judgment”** refers to the final judgment entered by the Court in this Class Action
25 following the Fairness Hearing.

1 **1.21. “LWDA”** refers to the California Labor & Workforce Development Agency,
2 which helps to enforce the Private Attorney General Act (“PAGA”), and which will receive the LWDA
3 portion of the PAGA Payment.

4 **1.22. “Net Settlement Amount”** refers to the portion of the Gross Settlement Amount
5 that remains after accounting for any Class Representative Service Award, the PAGA Payment,
6 Administrative Costs, and the Class Counsel Payment. The Net Settlement Amount shall include all
7 Individual Settlement Payments, including each Class Member’s share of payroll taxes.

8 **1.23. “Notice of Class Action Settlement”** refers to the Notice of Class Action
9 Settlement, substantially in the form attached as Exhibit A.

10 **1.24. “Objection”** refers to a written statement submitted timely by a Class Member to
11 the Settlement Administrator that contains (1) the name and case number of the Action (or reasonable
12 portion thereof), (2) the full name, last four digits of their social security number, and current address of
13 the Class Member making the Objection, (3) the specific reason(s) for the Objection, and (4) all evidence
14 and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the
15 Court to consider.

16 **1.25. “Objector”** refers to a Settlement Class Member who has submitted Objection or
17 attends the Fairness Hearing to object without having submitted a written Objection.

18 **1.26. “PAGA Payment”** refers to a Ten Thousand Dollars And No Cents (\$10,000.00)
19 payment that shall be set aside from the Gross Settlement Amount in settlement of claims for civil
20 penalties under the Private Attorneys General Act of 2004. Of the PAGA Payment, Seven Thousand Five
21 Hundred Dollars And No Cents (\$7,500.00), representing 75% of the PAGA Payment, shall be payable to
22 the LWDA. The remaining Two Thousand, Five Hundred Dollars And No Cents (\$2,500.00),
23 representing 25% of the PAGA Payment, shall be distributed to the Aggrieved Employees. Aggrieved
24 Employees will receive their PAGA Payment on a pro-rata basis based on the number of Pay Periods they
25 worked during the PAGA Period compared to the total number of Pay Periods all of the Aggrieved
26 Employees worked during the PAGA Period. Aggrieved Employees will receive their PAGA Payment
27 regardless of whether or not they file a Request for Exclusion from the class portion of the Settlement.
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1 **1.27. “Parties”** refers collectively to (1) Plaintiff Angel Chapparo, individually and on
2 behalf of the Class, and (2) Immanuel Baptist Church of San Bernardino and Highland California, and its
3 affiliates and subsidiaries.

4 **1.28. “Plaintiff”** refers to Class Representative Angel Chapparo, individually and on
5 behalf of the Class.

6 **1.29. “Preliminary Approval Order”** refers to the order entered by the Court following
7 a Motion for Preliminary Approval of the Agreement.

8 **1.30. “Qualified Settlement Fund (QSF)”** refers to a Qualified Settlement Fund
9 pursuant to U.S. Treasury Regulation Section 468B-1.

10 **1.31. “Released Claims”** refers to all claims that will be extinguished by operation of
11 this Agreement and the events it provides for. The Released Claims shall apply to all Class Members who
12 do not timely file a Request for Exclusion. The Released Claims are defined in Section 6.1, below.

13 **1.32. “Released Parties”** refers to IBC, its affiliates and subsidiaries, and their
14 predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and each
15 and all of their current or former subsidiaries, parents, affiliates, predecessors, insurers, agents, servants,
16 employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, registered
17 representatives, executors, and shareholders, including their respective pension, profit sharing, savings,
18 health, and other employee benefits plans of any nature, the successors of such plans, and those plans’
19 respective current or former trustees and administrators, agents, employees, and fiduciaries, and any other
20 persons acting by, through, under or in concert with any of them.

21 **1.33. “Request for Exclusion”** refers to a timely, written, opt-out request signed by a
22 Class Member who thereby elects to be excluded from this Agreement.

23 **1.34. “Settlement Administrator”** refers to ILYM Group, Inc., the third-party
24 administrator the Parties have selected, subject to Court approval.

25 **1.35. “Settlement Class”** refers to all Class Members who do not file a timely and valid
26 Request for Exclusion.

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1 **1.36. “Settlement Payment”** refers to payments made to Settlement Class Members.

2 **1.42. “Settlement Period”** refers to the time period from January 22, 2017 through
3 December 22, 2021.

4 **1.43. “PAGA Period”** refers to the time period from November 16, 2019 through
5 December 22, 2021.

6 **1.44. “Aggrieved Employees”** refers to Class Members who were employed by
7 Defendant during the PAGA Period.

8 **2. RECITALS AND PROCEDURAL HISTORY**

9 **2.1. Allegations in Class Action Complaint.** On January 22, 2021, Plaintiff Angel
10 Chapparo filed a class action and PAGA complaint intending to represent all hourly-paid, non-exempt
11 employees employed by IBC in California since January 22, 2017. Plaintiff alleges claims for: (1) failure
12 to pay overtime wages under Cal. Lab. Code §§ 510, 1194, and 1199; (2) failure to pay minimum wages
13 in violation of Cal. Lab. Code §§ 1194, 1194.2, 1197 and IWC No. 5; (3) failure to provide meal breaks
14 under Cal. Lab. Code §§ 512, 226.7 and IWC No. 5; (4) failure to provide rest breaks under Cal. Lab.
15 Code §§ 512, 226.7 and IWC No. 5; (5) failure to pay wages upon termination in violation of Cal. Lab.
16 Code §§ 201-203; (6) failure to provide accurate wage statements in violation of Cal. Lab. Code §226; (7)
17 failure to reimburse business expenses under Cal. Lab. Code § 2802; (8) a cause of action for Civil
18 Penalties under Labor Code § 2699; and (9) violating Cal. Bus. & Prof. Code §17200 et seq.

19 **2.2. IBC’S Denials.** IBC denies (1) all the material allegations in the Action, (2) that it
20 violated any applicable laws, (3) that it is liable for damages, penalties, interest, restitution, attorneys’
21 fees, or costs, or for any other compensation or remedy with respect to anyone on account of the claims
22 asserted in the Action, and (4) that class certification or representative treatment is appropriate as to any
23 claim in the Action. IBC contends that its policies, procedures, and practices comply with all applicable
24 laws asserted in the Action. Nonetheless, without admitting any liability or wrongdoing whatsoever and
25 without admitting that class or representative treatment is appropriate for any purpose other than for
26 settlement purposes alone, IBC has agreed to settle the Action on the terms set forth in this Agreement, to
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1 avoid the burden, expense, and uncertainty of litigation. Any statements by IBC in this Agreement are
2 made for settlement purposes only.

3 **2.3. Class Counsel's Investigation.** Class Counsel represent that they have conducted
4 a sufficiently thorough investigation into the claims of the Plaintiff Class. Based on their own independent
5 investigation and evaluation and all known facts and circumstances, including the risk of significant
6 defenses asserted by IBC, Class Counsel are of the opinion that the Settlement is fair, reasonable, and
7 adequate and is in the best interests of the Settlement Class.

8 **2.4. Negotiation of Settlement.** Class Counsel engaged in intensive negotiations with
9 IBC with a view toward achieving substantial benefits for the Class Members, while avoiding the cost,
10 delay, and uncertainty of further litigation. Plaintiff and Class Counsel advocate approval of this
11 Agreement after considering (1) the factual and legal defenses to the claims asserted, which render
12 uncertain the ultimate outcome of the Action and class certification, (2) the potential difficulties Plaintiff
13 and Class Members would encounter in establishing their claims and maintaining class or representative
14 treatment, (3) the substantial benefits that Class Members would receive under this Agreement, (4) that
15 this Agreement provides Class Members relief in an expeditious and efficient manner, compared to any
16 manner of recovery possible after litigation and potential appeal, and (5) that this Agreement allows Class
17 Members to opt out of the settlement and individually pursue the claims alleged in the Class Action.

18 **2.5. Certification of Settlement Class.** This Agreement is contingent upon the Court's
19 certification of the Settlement Class under California Code of Civil Procedure Section 382 for settlement
20 purposes only. IBC stipulates to certification of the Settlement Class for purposes of the Settlement only,
21 but does not waive, and instead expressly reserves, the right to challenge the propriety of class
22 certification, or representative treatment for any other purpose should the Court not approve the
23 Settlement.

24 Now therefore, in consideration of the agreements set forth herein, and of the release of all
25 Released Claims, the Parties agree to the terms of this Agreement, subject to the approval of the Court.
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1 **3. NOTICE TO CLASS MEMBERS**

2 **3.1. Content of Class Notice.** The Class Notice shall be substantially in the form
3 attached as **Exhibit A** and include the amount of the Settlement, a calculation of the Class Members’
4 anticipated share of the Net Settlement Amount and the Aggrieved Employees’ anticipated share of the
5 PAGA Payment and the full amounts of the Class Counsel Payment, Class Representative Service Award,
6 and Administrative Costs to be awarded, the terms of the release, the procedure to opt out of the Settlement
7 through a Request for Exclusion, notice that they may not opt out of the PAGA portion of the Settlement,
8 the procedure to submit an Objection to the Settlement, and the date of the Fairness Hearing. No claim
9 form will be required to participate in the Settlement.

10 **3.2. Settlement Administrator.** The Parties select ILYM Group, Inc. as the Settlement
11 Administrator. The duties of the Settlement Administrator shall include, without limitation, mailing
12 notices to Class Members, providing weekly updates to counsel for the Parties, establishing a QSF,
13 obtaining appropriate tax identification number(s), calculating Individual Settlement Payments (including
14 all required tax withholdings and payments), mailing Individual Settlement Payments and tax forms to
15 Settlement Class Members, remitting all tax payments and requisite reporting documentation to taxing
16 authorities, and the other duties associated with settlement administration, including specified in this
17 Agreement. Any dispute relating to the settlement administration will, after good-faith efforts by the
18 Parties to resolve the dispute, be referred to the Court.

19 **3.3. Class Data for the Settlement Administrator.** Within 14 calendar days of the
20 later of preliminary approval of this Settlement or Court approval of the Settlement notice to the Class,
21 IBC shall provide to the Settlement Administrator a confidential class list containing: (1) the names; (2)
22 employee ID numbers; (3) last known address and telephone number(s); (4) dates of active employment
23 for Settlement Class Members; (5) number of Eligible Workweeks worked during the Settlement Period
24 for Settlement Class Members; and (6) last four digits of social security numbers. This information shall
25 be used to facilitate the administration of this Agreement. The Settlement Administrator shall keep the
26 class data provided by IBC strictly confidential and shall use the class data only for the purposes described
27 in this Agreement, and shall return the class data to IBC or confirm the destruction of same upon
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1 completing the settlement administration called for by this Agreement. Under no circumstances will the
2 class data be provided to Class Counsel.

3 **3.4. Mailing Materials to Class Members.** Within seven (7) business days of the
4 receipt of the class data discussed immediately above in Section 3.3, the Settlement Administrator shall
5 send the Notice of Class Action Settlement to Class Members to their last known address via First Class
6 U.S. Mail. Any mailing returned to the Settlement Administrator as undeliverable shall be sent within
7 five calendar days via First Class U.S. Mail to any available forwarding address. If no forwarding address
8 is available, then the Settlement Administrator shall attempt to determine the correct address by using a
9 computer-based skip-trace search, and shall then perform, if feasible, a re-mailing via First Class U.S.
10 Mail within five (5) calendar days. If the last known address is not available for a Class Member, then
11 the Notice of Class Action Settlement for that Class Member will be deemed undeliverable. Only one re-
12 mailing is required. If a Class Member cannot be located within two attempts at mailing, then the Notice
13 of Class Action Settlement for that Class Member will be deemed undeliverable. It is the intent of the
14 Parties that reasonable means be used to locate Class Members.

15 **3.5. Proof of Mailing.** At least thirty (30) calendar days prior to the Fairness Hearing,
16 the Settlement Administrator shall provide a declaration of due diligence and proof of mailing with regard
17 to mailing of the Notice of Class Action Settlement to Class Counsel and Defense Counsel, which they
18 shall in turn provide to the Court.

19 **4. CLASS MEMBERS' OPTIONS TO RESPOND**

20 **4.1. Consideration Period.**

21 **4.1.1. Submission of Objections and Requests for Exclusion.** Class Members
22 will have forty-five (45) calendar days from the date of the mailing or fifteen (15) days from the date of
23 re-mailing of the Notices to postmark their objections or written requests for exclusion to the Settlement
24 Administrator. Requests for exclusion must state, in effect, that the Class Member does not wish to
25 participate in the Settlement. In addition, any request must include the Class Member's first and last
26 name, signature, address, phone number, and last four digits of the Class Member's Social Security
27 number for verification purposes. A Class Member who excludes himself or herself from the Settlement
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1 shall lose standing to object. Except as specifically provided herein, no Class Member response of any
2 kind that is postmarked after the Consideration Period shall be considered absent agreement of the Parties.

3 **4.1.2. Deficiency Notices.** Within five (5) calendar days after receipt by the
4 Settlement Administrator of each timely-submitted request for exclusion, the Settlement Administrator
5 will send a deficiency notice to the Class Members addressing any irregularities in the request for
6 exclusion (such as failure to sign or include last four digits of Social Security Number). The deficiency
7 notice will provide the Class Members ten (10) days from the mailing of the deficiency notice to postmark
8 a written response to cure all deficiencies. The failure of a Class Member to cure all deficiencies in a
9 timely manner shall invalidate a request for exclusion and will not be subject to cure.

10 **4.2. Requests for Exclusion and Opt Out Rights.** Class Members shall be given the
11 opportunity to opt out of the Settlement.

12 **4.2.1. Opt Out Procedure.** Class Members may opt out of this Settlement by
13 mailing the Settlement Administrator a Request for Exclusion. A Request for Exclusion, to be valid, must
14 include the Class Member's name, current address, current telephone number, and the last four digits of
15 the Class Member's Social Security number. Any Request for Exclusion that does not include all of the
16 required information or that is not submitted in a timely manner will be deemed ineffective. If there is a
17 dispute regarding the timeliness or validity of a Request for Exclusion, then the Settlement Administrator
18 shall make the determination, after consultation with Class Counsel and Defense Counsel.

19 **4.2.2. Effect of Exclusion Through Opting Out.** Any Class Member who opts
20 out of this Settlement may not submit an Objection and shall not receive any Individual Settlement
21 Payment, and shall not be bound by the releases set forth in this Agreement, however, if the Class Member
22 is also an Aggrieved Employee he/she shall still receive his/her portion of the PAGA Payment and will
23 remain bound by the PAGA Release in this Agreement. If a Class Member submits both a Request for
24 Exclusion and an Objection, then the Request for Exclusion will be valid and will invalidate the Objection.
25 Each Class Member who does not submit a timely, valid Request for Exclusion shall be bound by the
26 releases for which this Agreement provides.

1 **4.2.3. Tolerance of Opt-Outs—Defendant’s Right to Withdraw.** If the number
2 of Class Members who opt out by submitting Requests for Exclusion exceeds ten percent (10%) of the
3 total number of Class Members, then IBC may, in the exercise of its sole discretion, abrogate this
4 Agreement. IBC’s right expires 15 calendar days after the expiration of the Consideration Period. All
5 signatories and their counsel agree not to encourage opt-outs. In the event IBC exercises this option, the
6 costs of administration shall be borne by IBC.

7 **4.3. Objections.** Class Members who do not submit a Request for Exclusion shall be
8 entitled to object to the terms of the Agreement.

9 **4.3.1. Objection Procedures.** Any written objection to this Agreement must
10 contain (1) the name and case number of this Action (or reasonable portion thereof), (2) the full name, last
11 four digits of their social security number, and current address of the Settlement Class member making
12 the Objection, and (3) the specific reason(s) for the Objection. Settlement Class members who submit an
13 Objection remain bound by this Agreement if it is approved by the Court. Class Counsel shall file any
14 and all written Objections with the Court. Settlement Class members may also appear in Court at the
15 Fairness Hearing to make their Objection orally, without submitting a written Objection.

16 **4.3.2. Waiver of Objection Rights.** Settlement Class members who fail to submit
17 an Objection in the manner specified in the Notice of Class Action Settlement shall be deemed to have
18 waived any objection and shall be foreclosed from objecting to this Agreement, whether by appeal or
19 otherwise.

20 **4.4. Proof of Class Members’ Responses.** At least thirty (30) calendar days prior to
21 the Fairness Hearing, the Settlement Administrator will prepare a declaration to submit to the Court
22 regarding the mailing of the Notice of Class Action Settlement, the inability to deliver any mailing due to
23 invalid addresses, the number of any Requests for Exclusion, and the number of any Objections and the
24 contents of the Objections.

25 **4.5. Binding Effect of Settlement.** Although a Settlement Class member might not
26 receive the Notice of Class Action Settlement, and might not timely submit an Objection or a Request for
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1 Exclusion because of inability to locate the Settlement Class member's current address, that Settlement
2 Class member shall nonetheless be bound by this Agreement.

3 **4.6. No Interference with Class Member Responses.** Each Party agrees not to
4 encourage any Class Member to submit an Objection or a Request for Exclusion and agrees not to retaliate
5 against any Class Member for participating or not participating in the settlement that this Agreement
6 contemplates.

7 **5. DISTRIBUTION OF SETTLEMENT PROCEEDS**

8 **5.1. Administrative Costs.** The Parties agree to obtain a reasonable estimate of
9 Administrative Costs of up to Eight Thousand, Five Hundred Dollars and No Cents (\$8,500.00), and seek
10 approval of Administrative Costs to be drawn from the Gross Settlement Amount. If the Court approves
11 only a lesser amount, then the other terms of this Agreement shall still remain in effect. The amount of
12 Administrative Costs is not a material term of this Agreement. If this Agreement is not finally effectuated,
13 then any Administrative Costs incurred to date will be paid in equal parts by IBC and Plaintiff, except if
14 IBC exercises its right to abrogate the Agreement under Section 4.2.3, IBC shall be solely responsible for
15 payment of all Administrative Costs incurred.

16 **5.2. Class Counsel Payment.** Class Counsel intend to request—and IBC agrees not to
17 oppose—that the Court award a Class Counsel Payment, to be drawn from the Gross Settlement Amount,
18 for (a) attorneys' fees of 1/3 of the Gross Settlement Amount (currently Seventy Thousand Dollars
19 (\$70,000)), and (b) litigation costs actually incurred in representing the interests of the Class Members,
20 supported by adequate documentation, in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00).
21 IBC shall have no liability for any other attorneys' fees or costs. To the extent that the Court approves
22 less than the amount of Class Counsel Payment that Class Counsel request, the difference between the
23 requested and awarded amounts will be distributed to Settlement Class Members on a proportional basis
24 relative to the size of their claims as set forth in Sections 5.5.1 and 5.5.2, below.

25 **5.2.1. Approval of Class Counsel Payment Not Material.** The Court's approval
26 of the Class Counsel Payment in the amount requested is not a material term of this Agreement. If the
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1 Court approves only a lesser amount, then the other terms of this Agreement shall still remain in effect
2 and the difference will remain part of the Net Settlement Amount.

3 **5.2.2. Timing of Class Counsel Payment.** The Settlement Administrator shall
4 issue the Class Counsel Payment within twenty-five (25) calendar days after the Effective Date. Within
5 five (5) calendar days after the Effective Date, Class Counsel shall transmit instructions to the Settlement
6 Administrator as to how any approved attorneys' fees and costs shall be paid. The Settlement
7 Administrator shall issue appropriate Internal Revenue Service Forms 1099 to Class Counsel. Class
8 Counsel shall be solely responsible for paying all applicable taxes on any Class Counsel payment and
9 shall indemnify and hold harmless IBC from any claim or liability for taxes, penalties, or interest arising
10 as a result of the Class Counsel payment.

11 **5.3. Class Representative Service Award.** Class Counsel intends to request—and IBC
12 agree not to oppose—that the Court award a Class Representative Service Award to the Class
13 Representative Angel Chapparo in an amount of Five Thousand Dollars And No Cents (\$5,00.00), to be
14 drawn from the Gross Settlement Amount. Any Class Representative Service Award shall be in addition
15 to the Class Representative's Individual Settlement Payment. To the extent that the Court approves less
16 than the amount of Class Representative Service Award that Class Counsel request, the difference between
17 the requested and awarded amounts will be distributed to Settlement Class Members on a proportional
18 basis relative to the size of their claims as set forth in Sections 5.5.1 and 5.5.2, below.

19 **5.3.1. Class Representative Service Awards Not Material.** The Court's
20 approval of the Class Representative Service Award is not a material term of this Agreement. If the Court
21 does not approve or approves only a lesser amount than that requested for a Class Representative Service
22 Award, then the other terms of this Agreement shall still remain in effect.

23 **5.3.2. Timing of Class Representative Service Awards.** The Settlement
24 Administrator shall pay any Class Representative Service Award within twenty-five (25) calendar days
25 after the Effective Date, and shall issue an IRS Form 1099 to the Class Representatives. The Class
26 Representative shall be solely responsible for paying all applicable taxes on any Class Representative
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1 Service Award and shall indemnify and hold harmless IBC from any claim or liability for taxes, penalties,
2 or interest arising as a result of the Class Representative Service Award.

3 **5.4. PAGA Payment.** The Parties will seek approval for PAGA Payment of Ten
4 Thousand Dollars And No Cents (\$10,000.00). Seven Thousand, Five Hundred Dollars And No Cents
5 (\$7,500.00), representing 75% of the PAGA Payment, will be drawn from the Gross Settlement Amount
6 and paid to the LWDA. The remaining Two Thousand, Five Hundred Dollars And No Cents (\$2,500.00),
7 representing 25% will be allocated to the Aggrieved Employees on a pro-rata basis based on the number
8 of Pay Periods they worked during the PAGA Period compared to the total number of Pay Periods all of
9 the Aggrieved Employees worked during the PAGA Period.

10 **5.4.1. Amount of PAGA Payment Not Material.** Any change in the requested
11 PAGA Payment is not a material term of this Agreement. If the Court approves a lesser or greater amount
12 than that requested, the other terms of this Agreement shall still remain in effect. However, some approval
13 of a PAGA Payment is a material term of the Settlement and this Agreement. If the Court does not approve
14 a PAGA Payment, then the entire Agreement will be, at IBC's sole discretion, void and unenforceable. In
15 the event IBC exercises this option, the costs of administration shall be borne by IBC.

16 **5.4.2. Timing of PAGA Payment.** The Settlement Administrator shall pay 75
17 percent of any approved PAGA Payment to the LWDA and 25 percent of any approved PAGA Payment
18 to the Aggrieved Employees within twenty-five (25) calendar days after the Effective Date.

19 **5.5. Individual Settlement Payments.** Each Settlement Class Member shall be entitled
20 to an Individual Settlement Payment consisting of a share of the Net Settlement Amount, as set forth
21 below.

22 **5.5.1. Calculation of Individual Settlement Share.** Each Settlement Class
23 member will be eligible to receive a portion of the Net Settlement Amount based on the following formula:

24 The individual Settlement Share payment to a Settlement Class Member will be calculated
25 by dividing the number of Eligible Workweeks attributed to the Settlement Class Member
26 by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by
27 the Net Settlement Amount. Otherwise stated, the formula for a Class Member is:
28 (individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net
Settlement Amount.

1 IBC's time records regarding the number of Eligible Workweeks worked for each Settlement Class
2 member shall be used for purposes of calculating Individual Settlement Payments. The Class Notice will
3 include information for each Class Member showing how much the individual Class Member is expected
4 to receive based on this formula and their number of eligible workweeks. The Class Notice will also
5 provide the Class Members an opportunity to dispute the number of Workweeks indicated on the Class
6 Notice. Such dispute must be made no later than thirty (30) calendar days from the date of the mailing or
7 ten (10) calendar days after re-mailing of the Class Notices. IBC and/or the Settlement Administrator
8 shall review any documentation provided by the Class Member to determine whether there was an error
9 in the number of Eligible Workweeks calculated, and adjust any payment to be allocated if necessary.

10 It is estimated that there are approximately 150 Class Members who worked approximately 20,000
11 workweeks during the Settlement Period. Defendant will provide a declaration under penalty of perjury
12 confirming the number of applicable Class Members and workweeks they worked during the applicable
13 Settlement Period. If the workweek number increases by more than 15% of the estimate stated, the Gross
14 Settlement Amount will increase proportionally for the number of workweeks over 115% of 20,000
15 (23,300), and Class Counsel shall be permitted to request and recover attorney's fees equal to 1/3 of the
16 increased Gross Settlement Amount.

17 **5.5.2. Timing of Individual Settlement Payments.** The Settlement
18 Administrator shall issue Individual Settlement Payments no later than twenty-five (25) calendar days
19 after the Effective Date. Any checks from this distribution that are not cashed within one-hundred-eighty
20 (180) calendar days from the date of the mailing of the checks shall be cancelled and said cancellation
21 shall not affect the validity of the Release of claims provided for herein and the Settlement Class member
22 shall be deemed to, nevertheless, be bound by the Release of claims provided herein. As soon as
23 practicable after the 180-day check cashing period, the Settlement Administrator shall prepare for the
24 Parties a Final Report—a document summarizing relevant events to date and advising the total dollar
25 amount paid to Settlement Class members, the status of any uncashed checks, and any amount remaining
26 in the QSF. The Parties will request the Court to order that all funds represented by uncashed settlement
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1 checks, plus any accrued interest, be tendered to The Interdisciplinary Center for Healthy Workplaces, as
2 a *cypres* recipient.

3 **5.5.3. Tax Allocation of Individual Settlement Payments.** Each individual
4 Settlement Share Payment will be allocated as one-third to wages and two-thirds to interest and penalties,
5 which represents the Parties' good faith allocation based on the claims asserted and potential damages
6 related to wages and interest and penalties. In accordance with law, the Settlement Administrator will
7 make required tax withholdings from each individual Settlement Payment on the portion designated as
8 wages and will remit the withholding to the appropriate taxing authorities. The Settlement Administrator
9 shall issue any necessary Form W-2 and 1099 statements to Settlement Class members for their respective
10 individual Settlement Payments. Settlement Class members shall be solely responsible for paying all other
11 applicable taxes on their respective individual Settlement Payments and shall indemnify and hold harmless
12 IBC and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result
13 of individual Settlement Payments. PAGA Payments to the Aggrieved Employees shall be allocated 100%
14 to penalties, and the Settlement Administrator shall issue any necessary 1099 statement to the Aggrieved
15 Employees for their respective PAGA Payments.

16 **5.5.4. Tax Allocations of Individual Settlement Payments Not Material.** The
17 Court's approval of the allocation of Individual Settlement Payments set forth above is not a material term
18 of this Agreement. If the Court does not approve or approves a different allocation of the Individual
19 Settlement Payments, then the other terms of this Agreement shall still remain in effect.

20 **5.6. Funding of Gross Settlement Amount.** By fifteen (15) days after the Effective
21 Date, IBC will deposit all of the Gross Settlement Amount, into the QSF established by the Settlement
22 Administrator, as well as any employer side payroll taxes.

23 **6. RELEASES**

24 **6.1. Release by Settlement Class Members.** Upon the Court's entry of the Final
25 Approval Order and Judgment, and upon funding of the Gross Settlement Amount, and except as to rights
26 this Agreement creates, Plaintiff and each member of the Settlement Class shall release the Released
27 Parties from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay,
28

1 guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or
2 nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state
3 law during the Class Period for any alleged failure to pay all wages due (including minimum wage and
4 overtime wages), failure to pay for all hours worked (including off-the clock and on-call work), failure to
5 provide meal and authorize and permit rest periods, short/late meal and rest periods, failure to relieve of
6 all duties during meal and rest periods, failure to reimburse business expenses, failure to timely pay wages
7 and final wages, failure to pay wages and final wages, failure to furnish accurate wage statements
8 including claims derivative and/or related to these claims, liquidated damages, and conversion of wages.
9 This Release shall include, claims that were raised, or that reasonably could have been raised based on the
10 facts and allegations in the operative complaint at the time of the Court's entry of the Final Approval
11 Order and Judgement. This Release shall include all claims and theories arising under the applicable
12 regulations, Wage Orders and Labor Code, as well as claims under Business and Professions Code section
13 17200 et seq., based on violations of the above Labor Code provisions. This release shall apply to all
14 claims, as described above, arising at any point during the Settlement Period.

15 **6.2. Release by the Aggrieved Employees.** Upon the Court's entry of Final Approval
16 Order and Judgement, and funding of the Gross Settlement Amount, the Defendant shall receive a release
17 from the Aggrieved Employees of all PAGA claims alleged in the operative complaint at the time of the
18 Court's entry of the Final Approval Order and Judgement and Plaintiff's PAGA notice to the LWDA
19 which occurred during the PAGA Period.

20 **6.3. Class Representative's Individual Release.** In addition to the release given by
21 each member of the Settlement Class, Class Representative Angel Chapparo also generally releases claims
22 against each Released Party. This general release includes all claims arising from Plaintiff's relationship
23 with IBC, but expressly excludes only the individual claims asserted in Plaintiff's DFEH Charge filed
24 against IBC on August 3, 2021, which are the subject of a separate confidential settlement agreement and
25 release. This general release by the Class Representative also includes a waiver of rights under California
26 Civil Code Section 1542, which states:

27 A general release does not extend to claims that the creditor or releasing party does not
28 know or suspect to exist in his or her favor at the time of executing the release and that, if

known by him or her, would have materially affected his or her settlement with the debtor or released party.

This general release from the Class Representative is effective only upon the Court granting final approval of the Settlement, entry of Judgment, and payment by IBC to the Settlement Administrator and applies only to claims that may be released as a matter of law.

6.4. Settlement is Contingent Upon Release of Claims. This Agreement is conditioned upon the releases by the Settlement Class and Class Representative as described herein, and upon covenants by the Settlement Class Members and Class Representative that they will not participate in any action, lawsuits, proceedings, complaints, or charges in any court or before any administrative body related to any claims they have released under this Settlement.

6.5. Inadmissibility of Settlement Documents. The Parties agree that this Agreement and all exhibits thereto shall be inadmissible in any proceeding, except an action or proceeding to approve, interpret, or enforce this Agreement. The Parties agree that, to the extent permitted by law, this Agreement will operate as a complete defense to—and may be used as the basis for an injunction against—any action, suit, or other proceeding attempted in breach of this Agreement.

7. SETTLEMENT APPROVAL PROCEDURE

7.1. Preliminary Approval. Plaintiff shall submit to the Court a Motion for Preliminary Approval of Class Action Settlement. This motion shall seek an order to preliminarily approve this Agreement according to the terms in this Agreement and provide for the Notice of Class Action Settlement to be sent to Class Members as specified in this Agreement, substantially in the form attached hereto as **Exhibit A**. This motion shall include the bases for demonstrating that settlement amounts are reasonable in light of the facts and controlling authorities pertaining to the claims alleged. The motion shall also be accompanied by a declaration of Class Counsel discussing the risks of continued litigation and the decision that the best interests of the Class Members are served by the terms of this Agreement. Defense counsel shall have the opportunity to review and comment on a draft of the motion before it is filed.

7.2. Final Approval. Plaintiff shall submit to the Court a Motion for Final Approval Order, which shall include findings and orders (a) approving the Agreement, (b) adjudging the terms to

1 be fair, reasonable, and adequate, (c) reciting the Released Claims in full, (d) directing that the terms of
2 the Agreement be carried out, and (e) retaining jurisdiction to oversee enforcement of this Agreement and
3 the Court's orders. Defense counsel shall have the opportunity to review and comment on a draft of the
4 motion before it is filed.

5 **7.3. Motion for Class Counsel Payment.** Along with the Motion for Final Approval,
6 Class Counsel may file a motion for Court approval of an attorneys' fees and costs award in the amount
7 of (a) 1/3 of the Gross Settlement Amount (currently Seventy Thousand Dollars (\$70,000)), and (b)
8 litigation costs actually incurred in representing the interests of the Class, supported by adequate
9 documentation, in an amount not to exceed Fifteen Thousand Dollars (\$15,000).

10 **7.4. Motion for Class Representative Service Award.** Along with the Motion for
11 Final Approval, Class Counsel may file a motion for Court approval of Class Representative Service
12 Award in the amount of Five Thousand Dollars (\$5,000) to Class Representative Angel Chapparo.

13 **7.5. Timing of Judgment.** After the Final Approval Order, Plaintiff shall request that
14 the Court enter Judgment in accordance with this Agreement, without further fees or costs.

15 **7.6. Appeal Rights.** Only an Objector has the right to appeal the Judgment, if the
16 Judgment is in accord with this Agreement. Each Class Representative and Class Counsel hereby waive
17 any right to appeal any judgment, ruling, or order in this Action, including, without limitation, any Final
18 Approval Order and any Judgment in the Action. This waiver includes all rights to any post-judgment
19 proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion
20 for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the
21 time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal,
22 appellate proceedings, or post-judgment proceedings.

23 **7.7. Schedule of contemplated events.** By way of review, the events contemplated by
24 the settlement approval procedure are as follows:

25 Deadline for IBC to provide current class list to 26 Settlement Administrator	Within 14 calendar days of the later of preliminary approval of this Settlement or court 27 approval of Settlement notice to the class
---	--

Deadline for Settlement Administrator to mail Notice of Class Action Settlement	Within 7 business days of receipt of the class data from IBC
Settlement Administrator to report to Defense and Class Counsel on Requests for Exclusion, Objections and other results of class notice	30 calendar days from date that Notice of Class Action Settlement is mailed
Last day for class members to dispute their number of Eligible Workweeks	30 calendar days from date that Notice of Class Action Settlement is mailed
Last day for class members to submit Requests for Exclusion or Objections	45 calendar days from date that Notice of Class Action Settlement is mailed or re-mailed
Deadline for Class Counsel to move for Final Approval, attorneys' fees and costs, and Class Representative Service Awards	To be set by the Court
Hearing on Final Approval and on motion for Class Counsel Payment and Class Representative Service Award	To be set by the Court [the Parties request a date to be set that is 120 days after the Court grants preliminary approval of this Settlement or court approval of Settlement notice to the class]

8. MISCELLANEOUS

8.1. Materiality of Terms. Except as otherwise stated herein, each substantive term of this Agreement is material and has been relied upon by the Parties in entering into this Agreement. If the Court does not approve any substantive term, or if the Court effects a material change to the Agreement—such as increasing any amount that IBC must pay—then the entire Agreement will be, at IBC's sole discretion, void and unenforceable. Where this Agreement states that a term is not material, then the Court's refusal to approve that term leaves all the other terms of the Agreement in effect, and does not give Class Counsel or any Class Member any basis to abrogate this Agreement.

8.2. No Tax Advice. Neither Class Counsel nor Defense Counsel intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

8.3. No Impact on Employee Benefits. No payment made under this Agreement shall be considered as compensation or hours worked or hours paid for purposes of determining eligibility,

1 vesting, participation, or contributions with respect to any employee benefit plan. For purposes of this
2 Agreement, the term “benefit plan” means every ERISA “employee benefit plan,” as defined in the
3 Employee Retirement and Income Security Act of 1974 (“ERISA”), 29 U.S.C. section 1002(3). The term
4 also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare,
5 profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred
6 compensation, or any other similar benefit plan, practice, program, or policy, regardless of whether any
7 such plan is considered an ERISA employee benefit plan.

8 **8.4. Language of Settlement Documents.** All Settlement-related documents to be
9 filed with the Court or sent to Class Members must be approved by all Parties before being filed or sent.

10 **8.5. Parties’ Authority.** The signatories hereto represent that they are fully authorized
11 to bind the Parties to all the terms of this Agreement. The Parties agree that Class Members are so
12 numerous that it is impossible or impractical to have each Class Member execute this Agreement. This
13 Agreement may be executed on behalf of Class Members by the proposed Class Representatives and by
14 Class Counsel.

15 **8.6. Entire Agreement.** This Agreement, which includes its Definitions, Recitals, and
16 all Exhibits attached hereto, constitutes the entire agreement on its subject matter, and supersedes all prior
17 and contemporaneous negotiations and understandings between the Parties.

18 **8.7. Counterparts.** This Agreement may be executed in counterparts, and each
19 counterpart signed and delivered shall be deemed an original, and when taken together with other signed
20 counterparts, signed and delivered shall constitute one signed Agreement, which shall be binding upon
21 and effective as to all Parties.

22 **8.8. Facsimile or Scanned Signatures.** A Party may sign and deliver this Agreement
23 by signing on the designated signature block and transmitting that signature page via facsimile or as an
24 attachment to an email to counsel for the other Party. Any such signature shall be deemed an original for
25 purposes of this Agreement and shall be binding upon the Party who transmits the signature page.

26 **8.9. Waivers and Modifications to Be in Writing.** No waiver, modification, or
27 amendment of this Agreement—whether purportedly made before or after the Court’s approval of this
28

1 Agreement—shall be valid unless it appears in a writing signed by or on behalf of all Parties, and then
2 shall be valid subject to any required Court approval. Any failure by any Party to insist upon the strict
3 performance by the other Party of any provision of this Agreement shall not be deemed a waiver of future
4 performance of the same provisions or of any other provision of this Agreement, and such Party,
5 notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any
6 provision of this Agreement. The time periods and dates provided in this Agreement with respect to giving
7 of notices and hearings are subject to Court approval and modification by the Court or by written
8 stipulation of Class Counsel and Defense Counsel.

9 **8.10. Construction.** Each Party participated jointly in the drafting of this Agreement,
10 and its terms are not intended to be, and shall not be, construed against any party by virtue of
11 draftsmanship.

12 **8.10.1. Exhibits Incorporated by Reference.** This Agreement includes the terms
13 set forth in any attached exhibit. Any exhibit to this Agreement is an integral part of it.

14 **8.10.2. Headings.** The headings within this Agreement appear for convenience of
15 reference only and shall have no effect upon the construction or interpretation of any part of this
16 Agreement.

17 **8.10.3. Invalidity of Any Provision.** Before declaring any provision of this
18 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
19 possible so as to render all provisions of this Agreement enforceable.

20 **8.11. Duty to Cooperate.** Each Party, upon the request of another, agrees to perform
21 such acts and to execute and to deliver such documents as are reasonably necessary to carry out this
22 Agreement. In the same spirit, the Parties agree to make all reasonable efforts to avoid unnecessary
23 Administrative Costs.

24 **8.12. No Prior Assignments or Undisclosed Liens.** The Class Representative and Class
25 Counsel represent that they have not assigned, transferred, conveyed, or otherwise disposed of any
26 Released Claim or claim to attorneys' fees and costs award to be paid under this Agreement. The Class
27 Representative and Class Counsel further represent and warrant that there are not any liens or claims
28

1 against any amount that IBC is to pay under this Agreement. The Class Representative and Class Counsel
2 agree to defend, to indemnify, and to hold IBC harmless from any liability, losses, claims, damages, costs,
3 or expenses, including reasonable attorneys' fees, resulting from a breach of these representations or from
4 any lien or assignment.

5 **8.13. Waiver of Right to Request Exclusion by Class Representatives.** The Class
6 Representative, by signing this Agreement, agrees not to request exclusion from the Settlement. The Class
7 Representative, by signing this Agreement, further represent that she has no objection to the terms of the
8 Agreement and believes the terms to be fair, reasonable and adequate.

9 **8.14. Confidential Information.** Class Counsel will destroy all confidential documents
10 and information provided by IBC within 60 calendar days after the completion of the administration of
11 this Agreement. Class Counsel further agree that none of the information provided by IBC shall be used
12 for any purpose other than prosecution of this Action.

13 **8.15. Publicity.** Neither Plaintiff nor Class Counsel will publicize the Settlement in any
14 way that identifies IBC, except as follows: Nothing in this Agreement shall preclude Class Counsel from
15 communicating with members of the Settlement Class after preliminary approval, and after preliminary
16 approval Class Counsel is permitted to post Court-filed documents on their website(s) for viewing by the
17 Settlement Class members. Further, Class Counsel shall be permitted to disclose their approval as Class
18 Counsel in this Settlement in declarations filed with any court in support of Class Counsel's adequacy.

19 **8.16. Continuing Jurisdiction.** The Court shall retain jurisdiction over the
20 implementation of this Agreement as well as any matter arising out of, or related to, the implementation
21 of this Agreement. The Court shall not have jurisdiction to modify the terms of this Agreement without
22 the consent of all Parties.

23 **8.17. Disputes.** If the Parties dispute the interpretation of this Agreement, they shall first
24 attempt to resolve the dispute informally through good faith negotiations and with the help of the mediator
25 (Tripper Ortman) if necessary, and, if those efforts are unsuccessful, they agree to mediate any such
26 dispute. The Parties will split the costs of the mediator, and all parties will bear their own fees and costs.
27
28

1 **8.18. Governing Law.** All terms of this Agreement shall be governed by and interpreted
2 according to California law.

3
4 SO AGREED:

5
6 Dated: February 9¹, 2022

Angel Chapparo

Angel Chapparo (Feb 19, 2022 12:51 PST)

Plaintiff And Class Representative ANGEL
CHAPPARO

7
8
9 Dated: February __, 2022

10
11 By _____
12 For IMMANUEL BAPTIST CHURCH OF SAN
13 BERNARDINO AND HIGHLAND,
14 CALIFORNIA and IMMANUEL BAPTIST
15 CHURCH

16 Approval As To Form and Content By Counsel:

17 Dated: February 22, 2022

18 JCL LAW FIRM, APC

19
20 By



Jean-Claude Lapuyade
Attorney for Plaintiff ANGEL CHAPPARO and the
Settlement Class.

21
22 Dated: February 22, 2022

23 ZAKAY LAW GROUP APCAL

24
25 By



Shani Zakay
Attorney for Plaintiff ANGEL CHAPPARO and the
Settlement Class

1 **8.18. Governing Law.** All terms of this Agreement shall be governed by and interpreted
2 according to California law.

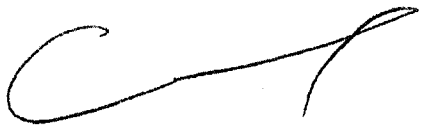
3
4 SO AGREED:

5
6 Dated: February __, 2022

Plaintiff And Class Representative ANGEL
CHAPPARO

7
8
9 Dated: February 23, 2022

10
11 By



For IMMANUEL BAPTIST CHURCH OF SAN
BERNARDINO AND HIGHLAND,
CALIFORNIA and IMMANUEL BAPTIST
CHURCH

12
13
14 Approval As To Form and Content By Counsel:

15
16 Dated: February __, 2022

17
18 JCL LAW FIRM, APC

19
20 By

Jean-Claude Lapuyade
Attorney for Plaintiff ANGEL CHAPPARO and the
Settlement Class.

21
22 Dated: February __, 2022

23
24 ZAKAY LAW GROUP APCAL

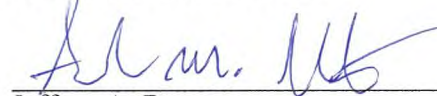
25 By

Shani Zakay
Attorney for Plaintiff ANGEL CHAPPARO and the
Settlement Class

1
2
3 Dated: February ^{24th}, 2022

SEYFARTH SHAW LLP

4 By



Jeffrey A. Berman
Andrew M. McNaught

6 Attorney for IBC IMMANUEL BAPTIST CHURCH OF
7 SAN BERNARDINO AND HIGHLAND,
8 CALIFORNIA, and IMMANUEL BAPTIST CHURCH
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EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Chapparo v. Immanuel Baptist Church, San Bernardino County Superior Court Case No. CIV SB 2101240)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Bernardino (the “Court”) has been reached between Plaintiff Angel Chapparo (“Plaintiff”) and Defendants Immanuel Baptist Church of San Bernardino and Highland, California and Immanuel Baptist Church (collectively “Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current or former non-exempt employees of Defendants in California during the Class Period.

The “Class Period” is the period of time running from January 22, 2017 through December 22, 2021.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On January 22, 2021, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of San Bernardino. Plaintiff asserted claims that Defendants: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (c) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to reimburse Plaintiff for required expenses in violation of California Labor code 2802; (g) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (i) Violated the Private Attorney General Act at Labor Code Section 2698, *et seq.* (the “Action”).

Defendants deny and disputes all claims asserted in the Action. Specifically, Defendants contended (and continues to contend), among other things, that the Action could not properly be maintained as a class action; that Defendants properly paid members of the class all wages and overtime that was due; that Defendants provided members of the class with all legally required meal breaks and rest breaks; that Defendants paid any members of the class all wages due them at the time of their terminations; that Defendants provided accurate, itemized wage statements to members of the class; that Defendants did not violate California Business and Professions Code section 17200 *et seq.*; that Defendants fully reimbursed members of the class for required business expenses; and that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action. The Court has not ruled on the merits of Plaintiff’s claims.

On October 21, 2021, the Parties participated in an all-day mediation with Tripper Ortman, Esq., an experienced mediator of wage and hour class and PAGA actions. At the conclusion of the full-day mediation, the Parties were able to reach an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Two Hundred Ten Thousand Dollars (\$210,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payment to the Plaintiff.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$8,500.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$70,000) and a Class Counsel Litigation Expenses Payment of not more than \$15,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment of up to Five Thousand Dollars (\$5,000) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$10,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,500.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Settlement Share for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of eligible workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "eligible workweek" is defined as a workweek in which a Class Member was employed by Defendants during the Claim Period, and received any regular pay.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all Class members who were employed by Defendants during the PAGA Period. The PAGA Period means the period between November 16, 2019 through December 22, 2021.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 1/3 of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 2/3 of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class

Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law during the Class Period for any alleged failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked (including off-the-clock and on-call work), failure to provide meal and authorize and permit rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to reimburse business expenses, failure to timely pay wages and final wages, failure to pay wages and final wages, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, and conversion of wages. This Release shall include claims that were raised, or that reasonably could have been raised based on the facts and allegations in the operative complaint at the time of the Court's entry of the Final Approval Order and Judgement. This Release shall include all claims and theories arising under the applicable regulations, Wage Orders and Labor Code, as well as claims under Business and Professions Code section 17200 et seq., based on violations of the above Labor Code provisions. This release shall apply to all claims, as described above, arising at any point during the Class Period. The Released PAGA Claims shall be released as follows. Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendants, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the operative complaint at the time of the Court's entry of the Final Approval Order and Judgement and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants' records reflect that you have <<____>> Workweeks worked during the Class Period (January 22, 2017 through December 22, 2021).

Based on this information, your estimated Individual Settlement Payment is <<____>>.

Defendants' records reflect that you have <<____>> pay periods worked during the PAGA Period (November 16, 2019 through December 22, 2021).

Based on this information, your estimated PAGA Payment Share is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____. (800) _____.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit **entitled *Chapparo v. Immanuel Baptist Church, San Bernardino County Superior Court, Case No. CIVSB 2101240***. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Chapparo v. Immanuel Baptist Church, San Bernardino County Superior Court, Case No. CIVSB 2101240***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com
[Website: www.zakaylaw.com](http://www.zakaylaw.com)

Counsel for Defendants:

Andrew M. McNaught, Esq.
Seyfarth Shaw, LLP
560 Mission Street, 31st Floor
San Francisco, CA 94105
Tel.: (415) 397-2823
Fax: (415) 397-8549
E-Mail: amcnaught@seyfarth.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** , at the San Bernardino County Superior Court, Department S26 located at 247 West Third Street, San Bernardino, CA 92415 before Judge David Cohn. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-888-250-6810 or write to *Chapparo v. Immanuel Baptist Church, San Bernardino County Superior Court, Case No. CIVSB 2101240*, Settlement Administrator, c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to The Interdisciplinary Center for Healthy Workplaces. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT C

Tesla Stone

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Thursday, May 19, 2022 6:12 PM
To: Tesla Stone
Subject: Thank you for your Proposed Settlement Submission

05/19/2022 06:11:05 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT D

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Chapparo v. Immanual (002-173)							
10/19/2020	No	Tesla Stone	Send CIP; File Demand; Set up new file; Sort	150.00	1:36	240.00	240.00
10/20/2020	No	Tesla Stone	File Maintenance; Save PLA Docs	150.00	0:18	45.00	285.00
11/16/2020	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	300.00
11/16/2020	No	Jean Claude Lapuyade	Draft PAGA Ltr; Submit and Serve	550.00	3:54	2,145.00	2,445.00
12/30/2020	No	Jean Claude Lapuyade	Fact Investigation - Client Meeting and Review of Client Documents	550.00	4:06	2,255.00	4,700.00
01/22/2021	No	Jean Claude Lapuyade	Draft Complaint; Review; File and Serve	550.00	3:06	1,705.00	6,405.00
01/28/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	6,420.00
02/08/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	6,435.00
02/23/2021	No	Tesla Stone	Draft a Cover to Change RA; Submit; Serve	150.00	0:30	75.00	6,510.00
03/04/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	6,525.00
03/09/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	6,540.00
03/10/2021	No	Tesla Stone	File and Save POS of Complaint	150.00	0:48	120.00	6,660.00
03/12/2021	No	Tesla Stone	Court Complaint Submission	150.00	0:18	45.00	6,705.00
03/19/2021	No	Tesla Stone	File and Save POS of Complaint	150.00	1:00	150.00	6,855.00
04/16/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	6,870.00
04/16/2021	No	Tesla Stone	Draft Joint ICMS; File and Serve; File Maintenance	150.00	1:30	225.00	7,095.00
08/03/2021	No	Tesla Stone	File Maintenance; REview	150.00	0:12	30.00	7,125.00
09/23/2021	No	Tesla Stone	DEF Docs	150.00	0:12	30.00	7,155.00
09/29/2021	No	Jean Claude Lapuyade	Legal Research - Mediation Brief Issues (Augustus, 2802, Oft the Clock)	550.00	3:54	2,145.00	9,300.00
10/07/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	9,315.00
10/08/2021	No	Jean Claude Lapuyade	Discovery - Reviewed Data Production for mediation	550.00	6:30	3,575.00	12,890.00
10/11/2021	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Mediation Brief	550.00	4:06	2,255.00	15,145.00
10/14/2021	No	Jean Claude Lapuyade	Review Mediation Brief; Circulate	550.00	0:30	275.00	15,420.00
10/20/2021	No	Tesla Stone	Save Attorney Notes	150.00	0:18	45.00	15,465.00
10/21/2021	No	Jean Claude Lapuyade	Attended Mediation	550.00	8:00	4,400.00	19,865.00
10/26/2021	No	Tesla Stone	Review MOU	150.00	0:30	75.00	19,940.00
11/02/2021	No	Jean Claude	Draft COA; File and Serve	550.00	1:00	550.00	20,490.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade					
11/09/2021	No	Tesla Stone	Joint Stip to Cont. CMC; File and Serve	150.00	1:30	225.00	20,715.00
11/16/2021	No	Jean	Drafted Settlement Agreement	550.00	3:12	1,760.00	22,475.00
		Claude					
		Lapuyade					
11/22/2021	No	Jean	Pleading- CMC re settlement. .	550.00	0:30	275.00	22,750.00
		Claude					
		Lapuyade					
11/23/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	22,765.00
02/03/2022	No	Tesla Stone	File Maitenance	150.00	0:06	15.00	22,780.00
03/28/2022	No	Jean	Email Correspondence - Status	550.00	0:24	220.00	23,000.00
		Claude					
		Lapuyade					
04/28/2022	No	Jean	Law and Motion - Drafted Motion for MPA	550.00	5:48	3,190.00	26,190.00
		Claude					
		Lapuyade					
05/05/2022	No	Jean	Pleadings - Revised Stip to Continue	550.00	0:30	275.00	26,465.00
		Claude					
		Lapuyade					
05/10/2022	No	Jean	Law and Motion - Revised, Edited and Finalized	550.00	2:12	1,210.00	27,675.00
		Claude	MPA for Circulation				
		Lapuyade					
05/17/2022	No	Jean	Law and Motion - Finalized MPA	550.00	1:54	1,045.00	28,720.00
		Claude					
		Lapuyade					
05/18/2022	No	Jean	Case Management - Drafted and Revised CMS	550.00	0:54	495.00	29,215.00
		Claude					
		Lapuyade					
05/20/2022	No	Jean	Drafted Class Notice	550.00	1:48	990.00	30,205.00
		Claude					
		Lapuyade					
05/23/2022	No	Jean	Emails to OC re Class Notice	550.00	0:18	165.00	30,370.00
		Claude					
		Lapuyade					
07/19/2022	No	Jean	Review of case, status of motion for approval and	550.00	0:48	440.00	30,810.00
		Claude	provided client an update.				
		Lapuyade					
07/20/2022	No	Jean	Phone call with client to discuss approval and	550.00	0:36	330.00	31,140.00
		Claude	timeline of payment.				
		Lapuyade					
08/02/2022	No	Jean	Case Management - R&R Appearance Notice	550.00	0:12	110.00	31,250.00
		Claude					
		Lapuyade					
08/15/2022	No	Jean	Law and Motion - Attended MPA Hearing	550.00	0:48	440.00	31,690.00
		Claude					
		Lapuyade					

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
08/15/2022	No	Jean Claude Lapuyade	Law and Motion - Prepared for MPA	550.00	1:00	550.00	32,240.00
08/24/2022	No	Jean Claude Lapuyade	Settlement - R&R Admin Timeline	550.00	0:30	275.00	32,515.00
10/20/2022	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:30	275.00	32,790.00
10/21/2022	No	Jean Claude Lapuyade	Legal Research - Motion for Fees (Cases), Final Approval (Cases and Ct. Rules)	550.00	3:00	1,650.00	34,440.00
10/31/2022	No	Sydney Castillo-Johnson	Law and Motion - Draft motion for final approval	300.00	5:00	1,500.00	35,940.00
10/31/2022	No	Jean Claude Lapuyade	Law and Motion - Edited Final Approval Motion	550.00	1:18	715.00	36,655.00
11/01/2022	No	Sydney Castillo-Johnson	Law and motion - draft proposed order, judgment, and plaintiff dec	300.00	1:39	495.00	37,150.00
11/02/2022	No	Sydney Castillo-Johnson	Law and Motion - draft motion for fees	300.00	4:45	1,425.00	38,575.00
11/02/2022	No	Jean Claude Lapuyade	Law and Motion - Reviewed, Revised, Edited Motion for Final Approval	550.00	2:18	1,265.00	39,840.00
11/02/2022	No	Sydney Castillo-Johnson	Law and motion - draft motion for fees decs and notice	300.00	2:15	675.00	40,515.00
11/07/2022	No	Monnett DeLaTorre	Review and edit Notice of Motion, Memorandum of Points and Authorities, and Declarations in support of fees and service award.	500.00	0:42	350.00	40,865.00
11/08/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Admin Dec.	550.00	0:12	110.00	40,975.00
11/09/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Motion for Final Approval	550.00	3:00	1,650.00	42,625.00
11/13/2022	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Motion for Fees	550.00	1:48	990.00	43,615.00
Total for Chapparo v. Immanuel (002-173)					92:33	\$43,615.00	

EXHIBIT E

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
Chapparo v. Immanual (002-173)								
11/17/2020	Expense		LWDA		Client costs deferred	Chase Card 7349	75.00	75.00
11/30/2020	Journal Entry	Nov. 2020 Postage		Copies for Nov. 2020	Client costs deferred	-Split-	6.60	81.60
11/30/2020	Journal Entry	Nov. 2020 Postage		Postage for Nov. 2020	Client costs deferred	-Split-	16.80	98.40
02/05/2021	Check	2390	Knox Attorney Services, Inc.	Invoice No. 4334001 Re: Filing Fee: Summons; Complaint; Civil Case Cover Sheet	Client costs deferred	US Bank-Checking - 4270	1,663.45	1,761.85
02/28/2021	Journal Entry	Feb. 2021 Postage		Postage for Feb. 2021	Client costs deferred	-Split-	0.57	1,762.42
03/04/2021	Check	2414	Knox Attorney Services, Inc.	Invoice No. 4335768 Re: Cancelled Service On: Immanuel Baptist Church	Client costs deferred	US Bank-Checking - 4270	118.75	1,881.17
03/31/2021	Journal Entry	Mar. 2021 Postage		Copies for Mar. 2021	Client costs deferred	-Split-	2.10	1,883.27
04/14/2021	Check	2443	Knox Attorney Services, Inc.	Invoice No. 4336652 Re: Service On: Immanuel Baptist Church	Client costs deferred	US Bank-Checking - 4270	118.75	2,002.02
04/14/2021	Check	2443	Knox Attorney Services, Inc.	Invoice No. 4336401 Re: Service On: Immanuel Baptist Church	Client costs deferred	US Bank-Checking - 4270	153.75	2,155.77
04/30/2021	Journal Entry	Apr. 2022 Postage		Copies for Apr. 2021	Client costs deferred	-Split-	0.10	2,155.87
04/30/2021	Journal Entry	Apr. 2022 Postage		Postage for Apr. 2021	Client costs deferred	-Split-	1.02	2,156.89
05/04/2021	Check	2456	Ortman Mediation	Mediation	Client costs deferred	US Bank-Checking - 4270	4,500.00	6,656.89
10/31/2021	Journal Entry	Oct 2021 Postage		Copies for Oct 2021	Client costs deferred	-Split-	1.00	6,657.89
11/23/2021	Expense		Court Call	Court Call ID: 11392671	Client costs deferred	Chase Card 7349	94.00	6,751.89
11/30/2021	Journal Entry	Nov 2021 Postage		Copies for Nov 2021	Client costs deferred	-Split-	2.80	6,754.69
11/30/2021	Journal Entry	Nov 2021 Postage		Postage for Nov 2021	Client costs deferred	-Split-	1.26	6,755.95
12/09/2021	Check	2682	Berger Consulting Group	Invoice No. 5099	Client costs deferred	US Bank-Checking - 4270	468.75	7,224.70
12/31/2021	Journal Entry	Dec 2021 Postage		Postage for Dec 2021	Client costs deferred	-Split-	0.53	7,225.23
12/31/2021	Journal Entry	Dec 2021 Postage		Copies for Dec 2021	Client costs deferred	-Split-	0.10	7,225.33
01/31/2022	Journal Entry	Jan 2022 Postage		Copies for Jan 2022	Client costs deferred	-Split-	0.90	7,226.23
02/28/2022	Journal Entry	Feb 2022 Postage		Copies for Feb 2022	Client costs deferred	-Split-	0.10	7,226.33
02/28/2022	Expense		Court Call	Court Call ID: 11456721	Client costs deferred	Chase Card 7349	94.00	7,320.33
04/30/2022	Journal Entry	April 2022 Postage		Copies for April 2022	Client costs deferred	-Split-	1.05	7,321.38
04/30/2022	Journal Entry	April 2022 Postage		Postage for April 2022	Client costs deferred	-Split-	4.81	7,326.19
06/09/2022	Check	2842	Knox Attorney Services, Inc.	Invoice No. 4370224 - Filing Fee Re: Notice of Motion and Motion; Memorandum; Declaration of JCL; Declaration of Zakay	Client costs deferred	US Bank-Checking - 4270	242.15	7,568.34
08/16/2022	Expense		Court Call	Court Call ID: 11573708	Client costs deferred	Chase Card 7349	94.00	7,662.34
08/31/2022	Journal Entry	August 2022 Postage		Copies for August 2022	Client costs deferred	-Split-	0.10	7,662.44
Total for Chapparo v. Immanual (002-173)							\$7,662.44	
TOTAL							\$7,662.44	

EXHIBIT F

EXHIBIT G

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$100 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

Sydney Castillo-Johnson, Esq.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego. She now sits on the Advisory Council with the Community Law Project.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

Monnett De La Torre, Esq.
California Bar Number 272884
Senior Associate

Biography:

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to five percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California

Professional Associations:

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

Education:

- **New England School of Law**
 - J.D.- 2010

- Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Cost Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years"

REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521, 2017
- *Chmurny v. State*, 392 Md. 159, 2006

CLASS ACTION & REPRESENTATIVE CASES

- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.

- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stetak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);

- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);