

ORIGINAL

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney S. Castillo-Johnson (State Bar #343881)
Monnett De La Torre (State Bar #272884)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
mdelatorre@jcl-lawfirm.com

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

DEC 13 2022

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

Attorneys for Plaintiff

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

Plaintiffs,

vs.

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

Defendants.

Case No. CIV-SB2101240

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: December 13, 2022
Time: 10:00 a.m. - 1:30 p.m.
Judge: Hon. David Cohn
Dept.: S-26 J. 012712

1 Plaintiff's motion for an order finally approving the Class and Representative Action
2 Settlement Agreement and Release of Claims ("Agreement") and Motion for Class Counsel
3 Payment and Class Representative Service Award duly came on for hearing on December 13,
4 2022, before the above-entitled Court. Zakay Law Group, APLC and the JCL Law Firm, APC
5 appeared on behalf of Plaintiff ANGEL CHAPPARO ("Plaintiff"). Seyfarth Shaw LLP appeared
6 on behalf of IMMANUEL BAPTIST CHURCH OF SAN BERNARDINO AND HIGHLAND,
7 CALIFORNIA, a California non-profit corporation, and IMMANUEL BAPTIST CHURCH, a
8 California non-profit corporation (hereinafter "Defendants").

9 **I.**

10 **FINDINGS**

11 Based on the oral and written argument and evidence presented in connection with the
12 motion, the Court makes the following findings:

13 1. All capitalized terms used herein shall have the same meaning as defined in
14 the Agreement.

15 2. This Court has jurisdiction over the subject matter of this litigation pending
16 in the California Superior Court for the County of San Bernardino ("Court"), Case No. CIV-
17 SB2101240, entitled *Chapparo v. Immanuel Baptist Church of San Bernardino and Highland,*
18 *California, et.al.*, San Bernardino County Superior Court Case Number CIVSB 2101240, and over
19 all Parties to this litigation, including the Class.

20 **Preliminary Approval of the Settlement**

21 3. On August 15, 2022, the Court granted preliminary approval of a class-wide
22 settlement. At this same time the court approved certification of a provisional settlement class for
23 settlement purposes only. The Court confirms this Order and finally approves the settlement and
24 the certification of the Class.

25 **Notice to the Class**

26 4. In compliance with the Preliminary Approval Order, the Notice Packet was
27 mailed by first class mail to the Class Members at their last known addresses on September 7,
28 2022. Mailing of the Notice of Pendency of Class Action Settlement to their last known addresses

1 was the best notice practicable under the circumstances and was reasonably calculated to
2 communicate actual notice of the litigation and the proposed settlement to the members of the
3 Class Members. The Court finds that the Notice of Pendency of Class Action Settlement provided
4 fully satisfies the requirements of California Rules of Court, rule 3.769.

5 5. The Consideration Period for opting out or objecting was October 22, 2022.
6 There was an adequate interval between notice and deadline to permit Class Members to choose
7 what to do and act on their decision. No Class Members objected. Six Class Members requested
8 exclusion. The Class Members who requested exclusion are Jennifer Lozolla, Joseph Rucker, Julie
9 Tilman, Rebekah Rucker, Kerri K Hudnall and Tania Rucker.

10 **Fairness Of The Settlement**

11 6. The Agreement provides for a Gross Settlement Amount of \$210,000.00.
12 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
13 Cal.App.4th 1794, 1801.)

14 a. The settlement was reached through arms-length bargaining between
15 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
16 settlement.

17 b. The Parties' investigation and discovery have been sufficient to
18 allow the Court and counsel to act intelligently.

19 c. Counsel for all parties are experienced in similar employment class
20 action litigation and have previously settled similar class claims on behalf of employees claiming
21 compensation. All counsel recommended approval of the Settlement.

22 d. No objections were received. Only six requests for exclusion were
23 received. The Class Members who requested exclusion are Jennifer Lozolla, Joseph Rucker, Julie
24 Tilman, Rebekah Rucker, Kerri K Hudnall and Tania Rucker.

25 e. The participation rate is high. Approximately 96.13% of Class
26 Members will be participating in the Settlement and will be sent settlement payments.

27 7. The consideration to be given to the Class Members under the terms of the
28 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the

1 claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of
2 the Released Claims and released PAGA claims, given the uncertainties and risks of the litigation
3 and the delays which would ensue from continued prosecution of the Action.

4 8. The Agreement is finally approved as fair, adequate, and reasonable and in
5 the best interests of the Settlement Class Members.

6 **Attorneys' Fees and Litigation Expenses**

7 9. The Agreement provides for a Class Counsel Payment in the amount of
8 Eighty-Three Thousand, Two Hundred Fourteen Dollars and Twenty-Six Cents (\$83,214.26).
9 Subject to Court approval, the Class Counsel Payment consists of attorneys' fees equal to one-
10 third (1/3) of the Gross Settlement Amount, or Seventy Thousand Dollars (\$70,000) and
11 reimbursement of costs and expenses in the amount of Thirteen Thousand, Two Hundred Fourteen
12 Dollars and Twenty-Six Cents (\$13,214.26).

13 10. A Class Counsel Payment of Eighty-Three Thousand, Two Hundred
14 Fourteen Dollars and Twenty-Six Cents (\$83,214.26) comprised of attorneys' fees in the amount
15 of Seventy Thousand Dollars (\$70,000) and reimbursement of costs and expenses in the amount of
16 Thirteen Thousand, Two Hundred Fourteen Dollars and Twenty-Six Cents (\$13,214.26) is
17 reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class
18 Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award
19 represents 1/3 of the common fund, which is reasonable and at the low end of the range for fee
20 awards in common fund cases and is supported by Class Counsel's lodestar.

21 **Class Representative Service Award**

22 11. The Agreement provides for a Class Representative Service Award of up to
23 Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff, Angel Chapparo, subject to the
24 Court's approval. The Court finds that the amount of Five Thousand Dollars and Zero Cents
25 (\$5,000.00) is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class
26 action litigation.

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1 **Administrative Costs**

2 12. The Agreement provides for Administrative Costs to be paid in an amount
3 not to exceed Eight Thousand, Five Hundred Dollars and No Cents (\$8,500.00). The Declaration
4 of the Settlement Administrator provides that the actual claims administration expenses were
5 \$8,500.00. The amount of this payment is reasonable in light of the work performed by the
6 Settlement Administrator.

7 **II.**

8 **ORDERS**

9 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

10 1. The Class is certified for the purposes of settlement only. The Class is
11 hereby defined to include:

12 All current or former non-exempt employees of IBC in California during the period
13 between January 22, 2017 through December 22, 2021.

14 2. Every person in the Class who did not opt out is a Settlement Class
15 Member. The Court finds, based on the declaration of the Settlement Administrator, that six Class
16 Members opted-out of the Settlement. The Class Members who opted-out of the Settlement are
17 Jennifer Lozolla, Joseph Rucker, Julie Tilman, Rebekah Rucker, Kerri K Hudnall and Tania
18 Rucker.

19 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
20 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
21 this Order and the terms of the Agreement.

22 4. Class Counsel are awarded a Class Counsel Payment in the amount of
23 \$83,214.26 for the Class Counsel Payment comprised of one-third of the Gross Settlement
24 Amount, or Seventy Thousand Dollars (\$70,000) and actually incurred expenses in the amount of
25 Thirteen Thousand, Two Hundred Fourteen Dollars and Twenty-Six Cents (\$13,214.26). Class
26 Counsel shall not seek or obtain any other compensation or reimbursement from Defendants,
27 Plaintiff, or members of the Class.

1 5. The payment of the Class Representative Service Award to the Plaintiff in
2 the amount of \$5,000.00 is approved.

3 6. The payment of \$8,500.00 to the Settlement Administrator for
4 Administrative Costs is approved.

5 7. The PAGA Payment of \$10,000.00 is hereby approved as fair, reasonable,
6 adequate and adequately protects the interests of the public and the LWDA. Further, the Court
7 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
8 fraud or collusion.

9 8. Final Judgment is hereby entered in this action. The Final Judgment shall
10 bind each Settlement Class Member.

11 9. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
12 California and all Aggrieved Employees, pursuant to the California Labor Code Private Attorneys'
13 General Act ("PAGA").

14 10. The term "Aggrieved Employees" is hereby defined to include Class
15 Members who were employed by Defendants during the PAGA Period. The PAGA Period means
16 the period between November 16, 2019 through December 22, 2021.

17 11. In addition to the release given by each Settlement Class Member, Plaintiff
18 also generally releases Defendants and the Released Parties from any and all claims as set forth in
19 the Class Representative's Individual Release in the Agreement.

20 12. The Agreement is not an admission by Defendants, nor is this Final
21 Approval Order and Judgment, a finding of the validity of any claims in the Action or of any
22 wrongdoing by Defendants. Neither this Final Approval Order, the Settlement, nor any document
23 referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may
24 be used as an admission by or against Defendants of any fault, wrongdoing, or liability
25 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
26 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
27 admission or concession with regard to the denials or defenses by Defendants and shall not be
28 offered in evidence in any action or proceeding against Defendants in any court, administrative

agency or other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of this Final Approval Order and Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions, any of the Parties may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released by the Settlement.

13. Notice of entry of this Final Approval Order and Judgment shall be given to Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members and the Final Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated in the Notice Packet.

14. After entry of Final Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

15. If the Settlement does not become final and effective in accordance with the terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to Defendants consistent with the terms of the Settlement, then this Final Approval Order and Judgment, and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

IT IS SO ORDERED.

DATED: Dec. 13, 2022

 JOSEPH T. ORTIZ
Hon. David Cohn
Judge, Superior Court for the State of California,
County of San Bernardino