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**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,

Plaintiffs,

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. CIV-SB2101240

**[PROPOSED] JUDGMENT**

Date: December 13, 2022  
Time: 10:00 a.m.

Judge: Hon. David Cohn  
Dept.: S-26

1 Plaintiff's motion for an order finally approving the Class and Representative Action  
2 Settlement Agreement and Release of Claims ("Agreement") and for Class Counsel Payment and  
3 Class Representative Service Payment duly came on for hearing on December 13, 2022, before the  
4 above-entitled Court. The parties having settled this action and the Court having entered an Order  
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause  
6 appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of  
9 settlement. The Class is defined as "all current or former non-exempt employees of IBC in  
10 California during the Settlement Period." The Settlement Period is defined as the period between  
11 January 22, 2017, through December 22, 2021.

12 2. All persons who meet the foregoing definition are members of the Settlement  
13 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the  
14 Class. Six Class Members requested exclusion. The Class Members who requested exclusion are  
15 Jennifer Lozolla, Joseph Rucker, Julie Tilman, Rebekah Rucker, Kerri K Hudnall and Tania  
16 Rucker.

17 3. Except as set forth in the Agreement, the Order Granting Motion for Final  
18 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all  
19 members of the Settlement Class, shall take nothing in the Action. Each party shall bear its own  
20 attorneys' fees and costs, except as otherwise provided in the Agreement, the Order Granting  
21 Motion for Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

22 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the  
23 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to  
24 supervise and adjudicate any dispute arising from or in connection with the distribution of  
25 settlement benefits.

26 5. As of the date the Defendant funds the Gross Settlement Amount, each Class  
27 Member who has not validly opted out has released the "Released Claims" against the Defendant  
28 and all of the "Released Parties" as set forth in the Agreement.

1           6.       As used in paragraph 5 above, the quoted terms have the meanings set forth below:  
2 The Released Claims are defined as any and all claims, debts, liabilities, demands, obligations,  
3 penalties, premium pay, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of  
4 action of whatever kind or nature, whether known or unknown, contingent or accrued, under any  
5 legal theory under federal and state law during the Class Period for any alleged failure to pay all  
6 wages due (including minimum wage and overtime wages), failure to pay for all hours worked  
7 (including off-the clock and on-call work), failure to provide meal and authorize and permit rest  
8 periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest  
9 periods, failure to reimburse business expenses, failure to timely pay wages and final wages,  
10 failure to pay wages and final wages, failure to furnish accurate wage statements including claims  
11 derivative and/or related to these claims, liquidated damages, and conversion of wages. The  
12 “Released Parties” means IBC [Defendant], its affiliates and subsidiaries, and their predecessors,  
13 successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and each and all  
14 of their current or former subsidiaries, parents, affiliates, predecessors, insurers, agents, servants,  
15 employees, successors, assigns, officers, officials, directors, attorneys, personal representatives,  
16 registered representatives, executors, and shareholders, including their respective pension, profit  
17 sharing, savings, health, and other employee benefits plans of any nature, the successors of such  
18 plans, and those plans’ respective current or former trustees and administrators, agents, employees,  
19 and fiduciaries, and any other persons acting by, through, under or in concert with any of them.

20           7.       As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the  
21 Labor and Workforce Development Agency (“LWDA”), the State of California, and each  
22 “Aggrieved Employee” has released the Released Parties from all PAGA claims alleged in the  
23 operative complaint and Plaintiff’s PAGA notice to the LWDA the “PAGA Period” as set forth in  
24 the Agreement.

25           8.       As used in paragraph 7 above, the quoted terms have the meanings set forth below:  
26 The Aggrieved Employees are defined as Class Members who were employed by Defendant  
27 during the PAGA Period. The PAGA Period means the period of November 16, 2019 through  
28 December 22, 2021.

1           9.       This Court hereby grants final approval and awards the following: (i) Eighty-Three  
2 Thousand, Two Hundred Fourteen Dollars and Twenty-Six Cents (\$83,214.26) for the Class  
3 Counsel Payment comprised of one-third of the Gross Settlement Amount, Seventy Thousand  
4 Dollars (\$70,000) and actually incurred expenses in the amount of Thirteen Thousand, Two  
5 Hundred Fourteen Dollars and Twenty-Six Cents (\$13,214.26); (ii) the Class Representative  
6 Service Award to Class Representative, Angel Chapparo, in the amount of Five Thousand Dollars  
7 and Zero Cents (\$5,000.00) in exchange for a general release; (iii) settlement administration costs  
8 of Eight Thousand, Five Hundred Dollars and No Cents (\$8,500.00) to ILYM Group, Inc.  
9 (“Administrative Cost”); and (iv) Ten Thousand Dollars And No Cents (\$10,000.00) (75% of the  
10 PAGA Payment) to the Labor and Workforce Development Agency (“LWDA Payment”).

11           10.       Plaintiff shall give notice of this Judgment to the Labor and Workforce  
12 Development Agency within ten (10) days after entry of the Judgment or order pursuant to  
13 California Labor Code section 2699(1)(3).

14           **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**  
15 **ORDERED.**

16  
17  
18 DATED: \_\_\_\_\_, 2022

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20 \_\_\_\_\_  
21 Hon. David Cohn  
22 Judge, Superior Court for the State of California,  
23 County of San Bernardino  
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