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Attorneys for Plaintiffs and the Class

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES -- SPRING STREET COURTHOUSE**

ASIA OSBY, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

vs.

SELF REALIZATION FELLOWSHIP, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

MONICA MIRANDA individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

SELF REALIZATION FELLOWSHIP
CHURCH, a California Corporation; SELF-
REALIZATION CHURCH, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants

ASIA OSBY, individually, and on behalf of
others aggrieved employees pursuant to the
California Private Attorneys General Act

Plaintiff,

Case No.: 21STCV30136

CLASS ACTION

**DECLARATION OF NICK CASTRO OF
ILYM GROUP, INC., IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: July 30, 2024
Time: 10:30 a.m.

Judge: Hon. Carolyn B. Kuhl
Dept.: 12

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vs.

SELF-REALIZATION FELLOWSHIP
CHURCH, a California Corporation; SELF-
REALIZATION CHURCH, an unknown
business entity; and DOES 1through 100,
inclusive,

Defendants,

MONICA MIRANDA, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act

Plaintiff,

vs.

SELF-REALIZATION FELLOWSHIP, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

1 I, Nick Castro, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am the
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Claims Administrator for the above captioned *Osby, et al. v.*
6 *Self-Realization, et al.*, matter. I am authorized to make this declaration on behalf of ILYM Group
7 and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could
8 and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and claims administration, pursuant to the
15 terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Class Action Settlement*, in English and Spanish (“Class Notice”); (b) receiving and
18 processing requests for exclusion; (c) resolving Class Members’ disputes over the number of
19 workweeks, which was pre-printed on their individualized Class Notice; (d) calculating individual
20 settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax
21 withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns
22 and other applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to
23 the terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or
24 the Court orders ILYM Group to perform.

25 4. On January 31, 2024, ILYM Group received the Court approved text for the Class
26 Notice from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Class Notice,
27 which was approved by the Parties’ Counsel and translated to Spanish prior to mailing.
28

1 5. On February 29, 2024, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the full name, Social Security Number, last known mailing address,
3 start and end dates employed as an hourly-paid or non-exempt employee of Defendant in
4 California during the Class Period and the PAGA Period, for each Class Member (collectively,
5 “Class List”). The Class List was uploaded to our database and checked for duplicates and other
6 possible discrepancies. The Class List contained three hundred and ninety-nine (376) individuals
7 identified as Class Members, and (294) individuals identified as PAGA Members.

8 6. As part of the preparation for mailing, all three hundred and ninety-nine (399)
9 names and addresses contained in the Class List were then processed against the National Change
10 of Address (“NCOA”) database, maintained by the United States Postal Service (“USPS”), for
11 purposes of updating and confirming the mailing addresses of the Class Members before mailing
12 of the Class Notice. The NCOA contains requested change of addresses filed with the USPS. To
13 the extent that an updated address was found in the NCOA database, the updated address was used
14 for the mailing of the Class Notice. To the extent that no updated address was found in the NCOA
15 database, the original address provided by Counsel for Defendants was used for the mailing of the
16 Class Notice.

17 7. On March 18, 2024, the Class Notice was mailed, via U.S First Class Mail, to all
18 three hundred and ninety-nine (376) individuals identified as Class Members, and (294)
19 individuals identified as PAGA Members contained in the Class List. Attached hereto, as **Exhibit**
20 **A**, is a true and correct copy of the mailed Class Notice in English and Spanish.

21 8. As of the date of this declaration, five (5) Class Notices have been returned to our
22 office as undeliverable. ILYM Group performed a computerized skip trace on the five (5) returned
23 Class Notices that did not have a forwarding address in an effort to obtain an updated address for
24 the purpose of re-mailing the Class Notice. As a result of this skip trace, two (2) updated addresses
25 were obtained and the Class Notice was promptly re-mailed to those Class Members, via U.S First
26 Class Mail.

27 9. As of the date of this declaration, a total of two (2) Class Notices have been re-
28 mailed. Specifically, two (2) have been re-mailed as a result of ILYM Group’s skip tracing efforts.

1 10. As of the date of this declaration, a total of three (3) Class Notices have been
2 deemed undeliverable. Specifically, three (3) have been deemed undeliverable as no updated
3 address was found notwithstanding the skip tracing.

4 11. As of the date of this declaration, ILYM Group has received twenty-eight (28)
5 Requests for Exclusion from Class Members Adriana Dodge, Adriana S. Fanucchi, Alicia J.
6 Allison, Claudia Guadarrama, Delfina Silva, Dennis E. Harrigan, Donna Folk, Eric J. Broeder,
7 Erika E. Francis, Esperanza Alvarado, Federica F. Wheatley, Irma Lapointe, Jacqueline K.
8 Freedman, Justin P. Massey, Katherine A. Link, Katherine A. Harrison, Kathleen M. Kastner,
9 Kristy L. McClain, Loral I. Usher, Martha E. Rodriguez, Martha M. Argandona, Michael D.
10 Cravitz, Patricia A. Escobedo, Sabrina Percario, Sandy Upton, Sara-Kay Szollosi, Satoko Baliga,
11 and Victor Long. True and correct copies of the Requests for Exclusion are attached hereto as
12 **Exhibit B**. The deadline to request exclusion from the Class Settlement was May 17, 2024.

13 12. As of the date of this declaration, ILYM Group has received one (1) objection to
14 the Class Settlement from Class Member Johanna C. Wright. Attached hereto, as **Exhibit C**, is a
15 true and correct copy of the objection to the Class Settlement. The deadline to file an objection to
16 the Settlement was May 17, 2024.

17 13. As of the date of this declaration, ILYM Group has not received any Workweeks
18 disputes from Class Members. The deadline to submit a Workweeks dispute was May 17, 2024.

19 14. The Escalator Clause of the First Amended Joint Stipulation of Class Action and
20 PAGA Settlement states that Defendant represents that there are approximately 57,020
21 Workweeks during the period from August 16, 2017 to November 10, 2022. Should the
22 Workweeks increase beyond ten percent (10%) on or before May 15, 2023 (i.e., the Workweeks
23 increase by more than 5,702 Workweeks, so that the Workweeks total exceeds 62,722), defendant,
24 at its sole discretion, shall have the option of either: (1) agreeing to increase the Total Settlement
25 Amount on a *pro-rata* basis according to the number of additional Workweeks over the 10% cap,
26 or (2) agreeing to end the Class Period just before the date on which the number of Workweeks
27 exceeds the 10% cap. The Settlement Administrator calculated the differences consistent with this
28 clause and reported this information to counsel for both Parties. The total number of Workweeks

during this period was (55,675.71) which does not exceed the Escalator Clause. Therefore, the Escalator Clause was not triggered, and the Total Settlement Amount remains \$670,000.00.

15. As of the date of this declaration there are three hundred and fifty-two (352) Settlement Class Members, representing 93.61% of the Class, who will receive a proportional share of the Net Settlement Amount through individual settlement payments, calculated by a pro-rata formula, based on the number of Workweeks worked by Class Members during the Class Period. The Net Settlement Amount is the amount remaining after deduction of the Court-approved payments from the Total Settlement Amount for Attorneys' Fees and Costs, the Enhancement Payment, Settlement Administration Fees to ILYM Group, and the PAGA Amount, as follows:

Total Settlement Amount	\$700,000.00
Individual Settlement Payment to Plaintiff Miranda	\$30,000.00
Remaining Total Settlement Amount	\$670,000.00
Attorneys' Fees	\$234,500.00
Attorneys' Costs	\$35,000.00
Enhancement Payment to Plaintiff Osby	\$7,500.00
Settlement Administration Costs	\$10,550.00
LWDA	\$52,500.00
PAGA Member Amount to PAGA Members	\$17,500.00
Net Settlement Amount	\$312,450.00

The *average estimated Individual Settlement Share* is \$887.64, the *highest estimated Individual Settlement Share* is \$1,681.99, and the *lowest estimated Individual Settlement Share* is \$0.79.

16. As of this date, there are two hundred and ninety-four (294) PAGA Members who will be paid their portion of the 25% share of the PAGA Amount (i.e., \$17,500.00).

17. The *average estimated Individual PAGA Payment* is \$59.52, the *highest estimated Individual PAGA Payment* is \$91.84, and the *lowest estimated Individual PAGA Payment* is \$0.51.

18. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to date, as well as anticipated fees and costs for completion of the settlement administration, are \$10,550.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments,

1 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
2 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
3 Group to perform.

4 I declare under penalty of perjury under the laws of the State of California and the United
5 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
6 was executed this 8th day of July 2024, at Tustin, California.

7
8
9 *Nick Castro*
NICK CASTRO

EXHIBIT “A”

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the below-referenced cases.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Asia Osby ("Plaintiff Osby") and Monica Miranda ("Plaintiff Miranda") (collectively "Plaintiffs") and Defendant Self-Realization Fellowship Church ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the cases entitled: (1) *Asia Osby v. Self-Realization Fellowship*, Los Angeles County Superior Court, Case No. 21STCV30136; (2) *Asia Osby v. Self-Realization Fellowship Church, et al.*, Los Angeles County Superior Court, Case No. 21STCV39999; (3) *Monica Miranda v. Self-Realization Fellowship Church, et al.*, Los Angeles County Superior Court, Case No. 21STCV41440; and (4) *Monica Miranda v. Self-Realization Fellowship Church, et al.*, Los Angeles County Superior Court, Case No. 21STCV43015 (collectively the "Actions"), which may affect your legal rights. On January 30, 2024, the Court granted preliminary approval of the settlement and scheduled a hearing on July 30, 2024 at 10:30 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid and non-exempt employees of Defendant in the State of California employed during the Class Period.

"Class Member" means a member of the Class.

"Class Period" is the time period from August 16, 2017 through May 15, 2023.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Members" means all current and former hourly-paid or non-exempt employees of Defendant in the State of California employed during the PAGA Period.

"PAGA Period" means the time period from August 25, 2020, through January 30, 2024.

"PAGA Settlement" means the settlement and resolution of the Released PAGA Claims.

II. BACKGROUND OF THE LAWSUIT

On August 16, 2021, Plaintiff Osby commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 21STCV30136 ("Osby Class Action"). On August 25, 2021, Plaintiff Osby provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("Osby LWDA Notice"). On October 29, 2021, Plaintiff Osby commenced a representative action lawsuit by filing a Complaint for Enforcement Under the Private Attorneys General Act in the Los Angeles County Superior Court, Case No. 21STCV39999 ("Osby PAGA Action").

On September 17, 2021, Plaintiff Miranda provided written notice to the California LWDA and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("Miranda LWDA Notice"). On November 10, 2021, Plaintiff Miranda commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 21STCV41440 ("Miranda Class Action"). On November 22, 2021, Plaintiff Miranda commenced a representative action lawsuit by filing a Complaint for Enforcement Under the Private Attorneys General Act in the Los Angeles County Superior Court, Case No. 21STCV43015 ("Miranda PAGA Action").

On December 9, 2021, the Osby Class Action, Osby PAGA Action, Miranda Class Action, and Miranda PAGA Action

were deemed related within the meaning of California Rules of Court, rule 3.300(a), with the Osby Class Action being deemed the lead case.

The term “Actions” is defined collectively to include the Osby Class Action, Osby PAGA Action, Miranda Class Action, and Miranda PAGA Action.

Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code Section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code Sections 2698, *et seq.* (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant has denied and continues to deny all of the allegations in the Action or that it violated any law, and contends that at all times it has complied with the law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the First Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”).

On January 30, 2024, the Court entered an order preliminarily approving the Settlement. The Court has preliminarily appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”) and Plaintiff Osby as the representative of the Class (“Class Representative”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwarzian
Joanna Ghosh
Yasmin Hosseini
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Members will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff, Class Members, the State of California, or PAGA Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members, the State of California, and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Total Settlement Amount is \$700,000.00. The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount less the following payments: (1) attorneys’ fees, in an amount not to exceed 35% of the Class Settlement Fund Amount, which is defined at the Total Settlement Amount less the Miranda Individual Settlement (defined below) (i.e., \$234,500.00, if the Class Settlement Fund Amount remains \$670,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”)

to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Osby for her services in the Osby Class Action and Osby PAGA Action; (3) the amount of Seventy Thousand Dollars (\$70,000) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (i.e., \$52,500) (“LWDA Payment”) and the remaining 25% (i.e., \$17,500) will be distributed to PAGA Members (“PAGA Member Amount”); (4) Settlement Administration Costs in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) to the Settlement Administrator; and (5) an individual settlement to be paid to Plaintiff Miranda in an amount of Thirty Thousand Dollars (\$30,000) (“Miranda Individual Settlement”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member was employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Share, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contribution in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Total Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Amount (“Individual PAGA Payment”) based on the number of Workweeks each PAGA Member was employed by Defendant as an hourly paid or non-exempt employee in California during the PAGA Period. The Settlement Administrator has divided the PAGA Member Amount by the total number of Workweeks of all PAGA Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiplied each PAGA Member’s Individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below). PAGA Members shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, following the Effective Date (as defined in the Settlement), Defendant will fund the Total Settlement Amount as follows:

- Within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement Agreement.
- Within thirty (30) calendar days after the Effective Date, Defendant will fund the Total Settlement Amount less the Miranda Individual Settlement amount of Thirty Thousand Dollars and Zero Cents (\$30,000.00) (“Settlement Fund Amount”), plus an amount sufficient for the Employer Taxes into a settlement account to be established by the Settlement Administrator.
- Within seven (7) calendar days of the date on which the Settlement Administrator receives the Settlement Fund Amount, the Settlement Administrator will distribute the Individual Settlement Payments to Settlement Class Members, the Individual PAGA Payments to PAGA Members, the LWDA Payment to the LWDA, the Court-approved Enhancement Payment to Plaintiff Osby, the Court-approved Settlement Administration Costs to itself (the Settlement Administrator) and the Court-approved Attorneys’ Fees and Costs to Class Counsel.

The timing of these distributions will depend on the date of Final Approval of the Settlement and the dates on which Defendant funds the installments.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class

Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

The Workweeks of each Class Member and PAGA Member were calculated based on Defendant's records. According to Defendant's records,

- **From August 16, 2017 through May 15, 2023 (i.e., the Class Period), you are credited as having worked __ Workweeks.**
- **Between August 25, 2020 through January 30, 2024 (i.e., the PAGA Period), you are credited as having worked __ Workweeks.**

If you wish to dispute the Workweeks credited to you, you may submit your dispute by way of written letter that is sent to the Settlement Administrator, which must: (1) contain the case name and number of the Osby Class Action (*Asia Osby v. Self Realization Fellowship*, Case No. 21STCV30136); (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security Number; (3) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (4) include information and attach documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct (do not send original documents); and (5) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before May 17, 2024**.

C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment (if applicable) is based on the number of Workweeks credited to you.

- **Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$__. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**
- **Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$__ and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Members, and all PAGA Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means all claims arising from or reasonably related to the facts and/or claims alleged in the Actions, and all claims that were asserted or that could have been asserted in the Actions, arising during the Class Period, including but not limited to state and/or federal wage and hour claims, failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties; payment for all hours worked, including off-the-clock work; failure to

provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; failure to provide one day's rest in a seven-day workweek; failure to maintain accurate records, including payroll records; misclassification only with respect to periods where Class Members were non-exempt; unfair business practices; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; interest; and attorneys' fees and costs. The Released Class Claims expressly include all claims arising under the California Labor Code (including but not limited to Sections 200-204, 206, 210, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802); the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code Section 17200, *et seq.*; the California Civil Code, including but not limited to Sections 3287, 3336, and 3294; 8 CCR Section 11040; California Code of Civil Procedure, including but not limited to Section 1021.5; and the Fair Labor Standards Act, 29 U.S.C. Section 201, *et seq.* The Released Class Claims do not include claims not permitted to be released by law.

"Released PAGA Claims" means any and all claims for civil penalties under the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), that were alleged or which could have been alleged based on the factual allegations in the Osby LWDA Notice and Osby PAGA Action, Miranda LWDA Notice (only pertaining to Defendant's current and former hourly-paid and non-exempt employees during the Class Period), and Miranda PAGA Action (only pertaining to Defendant's current and former hourly-paid and non-exempt employees during the Class Period), arising during the PAGA Period, including all claims and potential claims for penalties recoverable under PAGA concerning failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; failure to provide one day's rest in a seven-day workweek; failure to maintain accurate records, including payroll records; misclassification only with respect to periods where PAGA Members were non-exempt; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; interest; and attorneys' fees and costs. The Released PAGA Claims expressly include all claims for penalties recoverable under PAGA predicated upon California Labor Code Sections 200-204, 206, 210, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698 *et seq.*, and 2699 *et seq.*, any duplicative or similar provisions arising under the Wage Orders of the California Industrial Welfare Commission and any other penalty claims whatsoever alleged in the Osby LWDA Notice, Osby PAGA Action, Miranda LWDA Notice (only pertaining to the current and former hourly-paid and non-exempt employees), and Miranda PAGA Action (only pertaining to the current and former hourly-paid and non-exempt employees) during the PAGA Period.

"Released Parties" means Defendant Self-Realization Fellowship Church, and each of its past, present and future agents, employees, servants, monastics, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, monastics, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will request and Defendant will not oppose attorneys' fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., up to \$234,500.00 if the Total Settlement Amount remains \$700,000) and reimbursement of actual litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs, Class Members, and PAGA Members on a contingency fee basis (that is, without being paid any money to date) and has been

paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff Osby

Plaintiff Osby will seek the amount of up to Seven Thousand Five Hundred Dollars (\$7,500) (“Enhancement Payment”), in recognition of her services in connection with the Osby Class Action and the Osby PAGA Action. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff Osby in addition to her individual settlement payments that she is entitled to under the Settlement.

G. Individual Settlement to Plaintiff Miranda

Defendant has agreed to pay the amount of Thirty Thousand Dollars to Plaintiff Miranda (“Miranda Individual Settlement Payment”) for her individual general release of claims and Civil Code section 1542 waiver. The Miranda Individual Settlement Payment will be paid from the Total Settlement Amount.

H. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes of Workweeks, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

As a Class Member and PAGA Member (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter indicating a request to be excluded from the Class Settlement (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (1) contain the case name and number of the Osby Class Action (*Asia Osby v. Self Realization Fellowship*, Case No. 21STCV30136); (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security Number; (3) clearly state that you do not wish to be included in the Class Settlement; and (4) be returned by mail to the Settlement Administrator at the specified address below, postmarked **on or before May 17, 2024**.

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion from the Class Settlement, by, submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (1) contain the case name and number of the Osby Class Action (*Asia Osby v. Self Realization Fellowship*, Case No. 21STCV30136); (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security Number; (3) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) include copies of any papers, briefs, or other documents upon which the objection is based; and (5) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before May 17, 2024**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 12 of the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 N. Spring St., Los Angeles, CA 90012, on **July 30, 2024, at 10:30 a.m.**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff Osby, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval hearing may be continued without further notice to Class Members and PAGA Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear by audio or video if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records, including the Final Approval Order and Judgment, in the Osby Class Action at the Los Angeles County Superior Court, 111 N. Hill Street, Los Angeles, CA 90012, during court business hours, Monday through Friday (except court holidays) or by online by visiting the following website: <https://www.lacourt.org>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (888) 250-6810.

AVISO DE DEMANDA COLECTIVA

LEA ATENTAMENTE ESTE AVISO.

Ha recibido este Aviso porque los registros del Demandado indican que puede ser elegible para participar en el acuerdo de demanda colectiva alcanzado en los casos mencionados a continuación.

No necesita tomar ninguna acción para recibir un pago del acuerdo.

Este aviso está diseñado para informarle sobre sus derechos y opciones con respecto al acuerdo.

SE LE NOTIFICA QUE: Se ha llegado a un acuerdo de liquidación de acción colectiva y representativa entre las Demandantes Asia Osby ("Demandante Osby") y Monica Miranda ("Demandante Miranda") (colectivamente "Demandantes") y el Demandado Self-Realization Fellowship Church ("Demandado") (los Demandantes y el Demandado se refieren colectivamente como las "Partes") en los casos titulados: (1) *Asia Osby v. Self-Realization Fellowship Church*, Tribunal Superior del Condado de Los Ángeles, Caso No. 21STCV30136; (2) *Asia Osby v. Self-Realization Fellowship Church, et al.*, Tribunal Superior del Condado de Los Ángeles, Caso No. 21STCV39999; (3) *Monica Miranda v. Self-Realization Fellowship Church, et al.*, Tribunal Superior del Condado de Los Ángeles, Caso No. 21STCV41440; y (4) *Monica Miranda v. Self-Realization Fellowship Church, et al.*, Tribunal Superior del Condado de Los Ángeles, Caso No. 21STCV43015 (colectivamente las "Acciones"), lo cual puede afectar sus derechos legales. El 30 de enero de 2024, el Tribunal otorgó la aprobación preliminar del acuerdo y programó una audiencia para el 30 de julio de 2024 a las 10:30 a.m. ("Audiencia de Aprobación Final") para determinar si el Tribunal debería otorgar la aprobación final del acuerdo.

I. DEFINICIONES IMPORTANTES

"Clase" significa todos los empleados actuales y anteriores del Demandado en el Estado de California que fueron pagados por hora y no están exentos, y que estuvieron empleados durante el Periodo de la Clase.

"Miembro de la Clase" significa un miembro de la Clase.

"Periodo de la Clase" es el periodo de tiempo desde el 16 de agosto de 2017 hasta el 15 de mayo de 2023.

"Acuerdo de la Clase" significa el acuerdo y resolución de todas las Reclamaciones de la Clase Liberadas.

"Miembros PAGA" significa todos los empleados actuales y anteriores del Demandado en el Estado de California que fueron pagados por hora o no están exentos, y que estuvieron empleados durante el Periodo PAGA.

"Periodo PAGA" significa el periodo de tiempo desde el 25 de agosto de 2020 hasta el 30 de enero de 2024.

"Acuerdo PAGA" significa el acuerdo y resolución de las Reclamaciones PAGA Liberadas.

II. ANTECEDENTES DE LA DEMANDA

El 16 de agosto de 2021, la demandante Osby inició una supuesta demanda colectiva presentando una Demanda de Acción Colectiva por Daños y Perjuicios en el Tribunal Superior del Condado de Los Ángeles, Caso No. 21STCV30136 ("Acción Colectiva de Osby"). El 25 de agosto de 2021, la demandante Osby proporcionó una notificación escrita a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA") y al Demandado de las disposiciones específicas del Código Laboral de California que la demandante sostiene que fueron violadas ("Notificación LWDA de Osby"). El 29 de octubre de 2021, la demandante Osby inició una demanda de acción representativa presentando una Demanda de Ejecución bajo la Ley de Abogados Generales Privados en el Tribunal Superior del Condado de Los Ángeles, Caso No. 21STCV39999 ("Acción PAGA de Osby").

El 17 de septiembre de 2021, la demandante Miranda proporcionó una notificación escrita a la LWDA de California y al Demandado de las disposiciones específicas del Código Laboral de California que la demandante sostiene que fueron violadas ("Notificación LWDA de Miranda"). El 10 de noviembre de 2021, la demandante Miranda inició una supuesta demanda colectiva presentando una Demanda de Acción Colectiva por Daños y Perjuicios en el Tribunal Superior del Condado de Los Ángeles, Caso No. 21STCV41440 ("Acción Colectiva de Miranda"). El 22 de noviembre de 2021, la demandante Miranda inició una demanda de acción representativa presentando una Demanda de Ejecución bajo la Ley de Abogados Generales Privados en el Tribunal Superior del Condado de Los Ángeles, Caso No. 21STCV43015 ("Acción PAGA de Miranda").

El 9 de diciembre de 2021, la Acción Colectiva de Osby, la Acción PAGA de Osby, la Acción Colectiva de Miranda y la Acción PAGA de Miranda fueron consideradas relacionadas en el sentido de las Reglas de la Corte de California, regla 3.300(a), siendo la Acción Colectiva de Osby considerada el caso principal.

El término “Acciones” se define colectivamente para incluir la Acción Colectiva de Osby, la Acción PAGA de Osby, la Acción Colectiva de Miranda y la Acción PAGA de Miranda. Los demandantes alegan que el Demandado no pagó correctamente los salarios mínimos y de horas extras, no proporcionó descansos para comer y descansar de acuerdo con la ley y las primas asociadas, no pagó los salarios a tiempo durante el empleo y al finalizar el empleo y las penalizaciones asociadas por tiempo de espera, no proporcionó declaraciones de salarios precisas, no mantuvo los registros de nómina requeridos, y no reembolsó los gastos de negocio, y por lo tanto participó en prácticas comerciales injustas en violación de la Sección 17200, et seq., del Código de Negocios y Profesiones de California, y conducta que da lugar a penalizaciones bajo las Secciones 2698, et seq. (“PAGA”) del Código Laboral de California. Los demandantes buscan, entre otras cosas, la recuperación de salarios no pagados y primas de períodos de comida y descanso, gastos de negocio no reembolsados, restitución, penalizaciones, intereses, y honorarios y costos de abogados.

El Demandado ha negado y continúa negando todas las alegaciones en la Acción o que violó alguna ley, y sostiene que en todo momento ha cumplido con la ley.

Las Partes participaron en una mediación con un respetado mediador de acciones colectivas, y como resultado, las Partes llegaron a un acuerdo. Desde entonces, las Partes han entrado en la Primera Estipulación Conjunta Enmendada de Acuerdo de Acción Colectiva y PAGA (“Acuerdo”, “Acuerdo” o “Acuerdo de Liquidación”).

El 30 de enero de 2024, el Tribunal emitió una orden aprobando preliminarmente el Acuerdo. El Tribunal ha nombrado preliminarmente a ILYM Group, Inc. como el administrador del Acuerdo (“Administrador del Acuerdo”) y a la demandante Osby como la representante de la Clase (“Representante de la Clase”), y a los siguientes abogados de los demandantes como abogados de la Clase (“Abogados de la Clase”):

Arby Aiwarzian
Joanna Ghosh
Yasmin Hosseini
Lawyers for Justice, PC
410 Avenida West Arden, Suite 203
Glendale, California 91203
Teléfono: (818) 265-1020 / Fax: (818) 265-1021

Si eres miembro de la Clase, no necesitas tomar ninguna acción para recibir un Pago de Acuerdo Individual, pero tienes la oportunidad de solicitar la exclusión del Acuerdo de la Clase (en cuyo caso no recibirás un Pago de Acuerdo Individual), objetar el Acuerdo de la Clase y/o disputar las Semanas de Trabajo acreditadas a ti, si así lo eliges, como se explica más detalladamente en las Secciones III y IV a continuación. Si eres miembro de PAGA, no necesitas tomar ninguna acción para recibir un Pago PAGA Individual; no tendrás la oportunidad de objetar o buscar la exclusión del Acuerdo PAGA y todos los miembros de PAGA estarán vinculados al Acuerdo PAGA si el Tribunal otorga la aprobación final del Acuerdo.

El Acuerdo representa un compromiso y resolución de reclamaciones altamente disputadas. Nada en el Acuerdo se pretende o será interpretado como una admisión por parte del Demandado de que las reclamaciones en las Acciones tienen mérito o de que el Demandado tiene alguna responsabilidad hacia el Demandante, los Miembros de la Clase, el Estado de California o los Miembros de PAGA. El Demandante y el Demandado, y sus respectivos abogados, han concluido y acuerdan que, a la luz de los riesgos e incertidumbres para cada lado de la litigación continua, el Acuerdo es justo, razonable y adecuado, y está en el mejor interés de los Miembros de la Clase, el Estado de California y los Miembros de PAGA. El Tribunal no ha emitido ningún fallo sobre el mérito de las reclamaciones presentadas en las Acciones y ha determinado solo que la certificación de la Clase para fines de acuerdo es apropiada bajo la ley de California.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Formula del Acuerdo

La Cantidad Total del Acuerdo es de \$700,000.00. La porción de la Cantidad Total del Acuerdo que está disponible para el pago a los Miembros de la Clase se conoce como “Cantidad Neta del Acuerdo”. La Cantidad Neta del Acuerdo será la Cantidad Total del Acuerdo menos los siguientes pagos: (1) honorarios de abogados, en una cantidad que no exceda el 35% de la Cantidad del Fondo de Acuerdo de la Clase, que se define como la Cantidad Total del Acuerdo menos el Acuerdo Individual de Miranda (definido a continuación) (es decir, \$234,500.00, si la Cantidad del Fondo de Acuerdo de la Clase permanece en \$670,000.00) y el reembolso de los costos y gastos de litigio en una cantidad que no exceda los Treinta y Cinco Mil Dólares (\$35,000.00) (colectivamente, “Honorarios y Costos de Abogados”) al Abogado de la Clase; (2) Pago de Mejora en una cantidad que no exceda

los Siete Mil Quinientos Dólares (\$7,500) a la Demandante Osby por sus servicios en la Acción de Clase de Osby y la Acción PAGA de Osby; (3) la cantidad de Setenta Mil Dólares (\$70,000) asignada a las penalidades civiles bajo la Ley de Abogados Generales Privados (“Cantidad PAGA”), de la cual la LWDA será pagada el 75% (es decir, \$52,500) (“Pago LWDA”) y el 25% restante (es decir, \$17,500) será distribuido a los Miembros PAGA (“Cantidad de Miembros PAGA”); (4) Costos de Administración del Acuerdo en una cantidad que no exceda los Veinte Mil Dólares (\$20,000.00) al Administrador del Acuerdo; y (5) un acuerdo individual a ser pagado a la Demandante Miranda en una cantidad de Treinta Mil Dólares (\$30,000) (“Acuerdo Individual de Miranda”).

Los Miembros de la Clase son elegibles para recibir el pago bajo el Acuerdo de la Clase de su parte proporcional de la Cantidad Neta del Acuerdo (“Participación Individual en el Acuerdo”) basada en el número de semanas que cada Miembro de la Clase estuvo empleado por el Demandado como empleado por hora o no exento en California durante el Periodo de la Clase (“Semanas de Trabajo”). El Administrador del Acuerdo ha dividido la Cantidad Neta del Acuerdo por las Semanas de Trabajo de todos los Miembros de la Clase para obtener el “Valor Estimado por Semana de Trabajo”, y ha multiplicado las Semanas de Trabajo individuales de cada Miembro de la Clase por el Valor Estimado por Semana de Trabajo para obtener su Participación Individual en el Acuerdo estimada que él o ella puede ser elegible para recibir bajo el Acuerdo de la Clase (que se lista en la Sección III.C a continuación). Los Miembros de la Clase que no presenten una Solicitud de Exclusión válida y oportuna (“Miembros de la Clase del Acuerdo”) recibirán el pago de su Pago Final Individual del Acuerdo.

Cada Participación Individual en el Acuerdo se asignará como un veinte por ciento (20%) en salarios, que se informará en un Formulario W-2 del IRS, y un ochenta por ciento (80%) en penalizaciones, intereses y daños no salariales, que se informarán en un Formulario 1099 del IRS (si corresponde). Cada Participación Individual en el Acuerdo estará sujeta a reducción por la parte del empleado de los impuestos y retenciones de nómina con respecto a la porción de salarios de la Participación Individual en el Acuerdo, resultando en un pago neto al Miembro de la Clase del Acuerdo (“Pago Individual del Acuerdo”). La parte del empleador de los impuestos y la contribución en relación con la porción de salarios de las Participaciones Individuales en el Acuerdo (“Impuestos del Empleador”) será pagada por el Demandado por separado y además de la Cantidad Total del Acuerdo.

Los Miembros de PAGA son elegibles para recibir el pago bajo el Acuerdo de PAGA de su parte proporcional de la Cantidad de Miembros de PAGA (“Pago PAGA Individual”) basado en el número de Semanas de Trabajo que cada Miembro de PAGA estuvo empleado por el Demandado como empleado por hora o no exento en California durante el Periodo PAGA. El Administrador del Acuerdo ha dividido la Cantidad de Miembros de PAGA por el número total de Semanas de Trabajo de todos los Empleados de PAGA durante el Periodo PAGA para obtener el “Valor de Semana de Trabajo PAGA”, y ha multiplicado las Semanas de Trabajo Individuales de cada Miembro de PAGA durante el Periodo PAGA por el Valor de Semana de Trabajo PAGA para obtener su Pago PAGA Individual que él o ella puede ser elegible para recibir bajo el Acuerdo de PAGA (que se lista en la Sección III.C a continuación). Los Miembros de PAGA estarán vinculados al Acuerdo de PAGA independientemente de si ejercen su opción de optar por no participar en el Acuerdo de la Clase.

Cada Pago PAGA Individual se asignará como un cien por ciento (100%) en penalizaciones, no estará sujeto a impuestos ni retenciones, y se informará en el Formulario 1099 del IRS (si corresponde).

Si el Tribunal otorga la aprobación final del Acuerdo, después de la Fecha Efectiva (según se define en el Acuerdo), el Demandado financiará la Cantidad Total del Acuerdo de la siguiente manera:

- Dentro de quince (15) días calendario después de la Fecha Efectiva, el Administrador de la Liquidación proporcionará a las Partes una contabilidad de las cantidades que el Demandado pagará de acuerdo con los términos del Acuerdo de Liquidación.
- Dentro de treinta (30) días calendario después de la Fecha Efectiva, el Demandado financiará el Monto Total de la Liquidación menos el monto de la Liquidación Individual de Miranda de Treinta Mil Dólares y Cero Centavos (\$30,000.00) (“Monto del Fondo de Liquidación”), más una cantidad suficiente para los Impuestos del Empleador en una cuenta de liquidación que será establecida por el Administrador de la Liquidación.
- Dentro de siete (7) días calendario desde la fecha en que el Administrador de la Liquidación recibe el Monto del Fondo de Liquidación, el Administrador de la Liquidación distribuirá los Pagos de Liquidación Individual a los Miembros de la Clase de Liquidación, los Pagos PAGA Individuales a los Miembros PAGA, el Pago LWDA al LWDA, el Pago de Mejora aprobado por el Tribunal al Demandante Osby, los Costos de Administración de la Liquidación aprobados por el Tribunal a sí mismo (el Administrador de la Liquidación) y los Honorarios y Costos de los Abogados de la Clase aprobados por el Tribuna.

El momento de estas distribuciones dependerá de la fecha de la Aprobación Final del Acuerdo y las fechas en las que el Demandado financia los plazos.

Si el Tribunal otorga la aprobación final del Acuerdo, los Pagos de Liquidación Individual se enviarán por correo a los Miembros de la Clase de Liquidación y los Pagos PAGA Individuales se enviarán por correo a los Miembros PAGA a la dirección que está en archivo con el Administrador de la Liquidación. **Si la dirección a la que se envió este Aviso no es correcta, o si te mudas después de recibir este Aviso, debes proporcionar tu dirección de correo correcta al Administrador de la Liquidación lo antes posible para asegurarte de recibir cualquier pago al que puedas tener derecho bajo el Acuerdo.**

B. Sus Semanas de Trabajo Basadas en los Archivos del Defensor

Las semanas de trabajo de cada miembro de la Clase y del miembro de PAGA se calcularon en base a los registros del Demandado. Según los registros del Demandado,

- **Desde el 16 de agosto de 2017 hasta el 15 de mayo de 2023 (es decir, el Periodo de la Clase), se te acredita haber trabajado ____ semanas de trabajo.**
- **Entre el 25 de agosto de 2020 y el 30 de enero de 2024 (es decir, el Periodo PAGA), se te acredita haber trabajado ____ semanas de trabajo.**

Si deseas disputar las semanas de trabajo que se te han acreditado, puedes presentar tu disputa mediante una carta escrita que se envía al Administrador del Acuerdo, que debe: (1) contener el nombre del caso y el número de la Acción de Clase de Osby (Asia Osby v. Self-Realization Fellowship Church, Caso No. 21STCV30136); (2) contener tu nombre completo, firma, dirección, número de teléfono y los últimos cuatro dígitos de tu Número de Seguridad Social; (3) declarar claramente que disputas el número de semanas de trabajo que se te han acreditado y cuál consideras que es el número correcto que se te debe acreditar; (4) incluir información y adjuntar documentación que demuestre que el número de semanas de trabajo que sostienes que se te deben acreditar es correcto (no envíes documentos originales); y (5) ser devuelta por correo al Administrador del Acuerdo en la dirección especificada que se indica en la Sección IV.B a continuación, con matasellos en o antes del 17 de mayo de 2024.

C. Tu Participación Individual Estimada en el Acuerdo y/o Pago Individual PAGA

Como se explicó anteriormente, tu participación individual estimada en el acuerdo y/o pago individual PAGA (si corresponde) se basa en el número de semanas de trabajo que se te han acreditado.

- **Bajo los términos del Acuerdo, se estima que tu Participación Individual en el Acuerdo será de \$____. La Participación Individual en el Acuerdo está sujeta a reducción por la parte del empleado en impuestos y retenciones con respecto a la porción de salarios de la Participación Individual en el Acuerdo y solo se distribuirá si el Tribunal aprueba el Acuerdo y después de que el Acuerdo entre en vigencia.**
- **Bajo los términos del Acuerdo, se estima que tu Pago Individual PAGA será de \$____ y solo se distribuirá si el Tribunal aprueba el Acuerdo y después de que el Acuerdo entre en vigencia.**

El proceso de aprobación del acuerdo puede llevar varios meses. Tu Participación Individual en el Acuerdo y/o Pago Individual PAGA (si corresponde) reflejado en este Aviso es solo una estimación. Tu Participación Individual en el Acuerdo real y/o Pago Individual PAGA (si corresponde) puede ser mayor o menor.

D. Liberación de Reclamaciones

Al entrar en vigencia la Fecha Efectiva y la financiación completa del Monto Total del Acuerdo, los Demandantes y todos los Miembros de la Clase que no presenten una Solicitud de Exclusión oportuna y válida (es decir, los Miembros de la Clase de Acuerdo) se considerarán que han liberado, resuelto, comprometido, renunciado y descargado completamente, finalmente y para siempre a las Partes Liberadas de todas las Reclamaciones de la Clase Liberadas.

Al entrar en vigencia la Fecha Efectiva y la financiación completa del Monto Total del Acuerdo, los Demandantes, el Estado de California con respecto a todos los Miembros de PAGA, y todos los Miembros de PAGA se considerarán que han liberado, resuelto, comprometido, renunciado y descargado completamente, finalmente y para siempre a las Partes Liberadas de todas las Reclamaciones PAGA Liberadas.

Reclamaciones de la Clase Liberadas” significa todas las reclamaciones que surgen o están razonablemente relacionadas con los hechos y/o reclamaciones alegadas en las Acciones, y todas las reclamaciones que se afirmaron o que podrían haberse afirmado en las Acciones, surgiendo durante el Período de la Clase, incluyendo pero no limitado a reclamaciones estatales y/o federales de salarios y horas, falta de pago de todos los salarios adeudados, incluyendo salarios mínimos, compensación de tiempo regular, compensación de horas extras, compensación de doble tiempo, compensación de tiempo de informe, e interés; el cálculo de la tasa regular de pago; falta de proporcionar períodos de comida y/o descanso; falta de pagar las penalidades

adecuadas de período de comida y/o descanso; pago por todas las horas trabajadas, incluyendo trabajo fuera de reloj; falta de proporcionar declaraciones de salarios detalladas precisas; falta de reembolsar gastos de negocios; falta de pagar todos los salarios a tiempo durante el empleo; falta de pagar todos los salarios adeudados a tiempo en la separación del empleo; falta de proporcionar un día de descanso en una semana laboral de siete días; falta de mantener registros precisos, incluyendo registros de nómina; clasificación errónea solo con respecto a los períodos en que los Miembros de la Clase no estaban exentos; prácticas comerciales injustas; penalidades, incluyendo pero no limitado a penalidades de mantenimiento de registros, penalidades de declaración de salarios, penalidades de salario mínimo, y penalidades de tiempo de espera; interés; y honorarios y costos de abogados. Las Reclamaciones de la Clase Liberadas incluyen expresamente todas las reclamaciones que surgen bajo el Código Laboral de California (incluyendo, pero no limitado a las Secciones 200-204, 206, 210, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, y 2802); las Órdenes de Salarios de la Comisión de Bienestar Industrial de California; Sección 17200, *et seq.* del Código de Negocios y Profesiones de California; el Código Civil de California, incluyendo, pero no limitado a las Secciones 3287, 3336, y 3294; Sección 11040 del 8 CCR; Código de Procedimiento Civil de California, incluyendo, pero no limitado a la Sección 1021.5; y la Ley de Normas Justas de Trabajo, 29 U.S.C. Sección 201, *et seq.* Las Reclamaciones de la Clase Liberadas no incluyen reclamaciones que no se permiten liberar por ley.

Reclamaciones PAGA Liberadas” significa todas y cada una de las reclamaciones por sanciones civiles bajo la Ley de Abogados Generales Privados de California de 2004, Código Laboral de California § 2698, *et seq.* (“PAGA”), que fueron alegadas o que podrían haber sido alegadas basadas en las alegaciones factuales en el Aviso LWDA de Osby y la Acción PAGA de Osby, Aviso LWDA de Miranda (solo perteneciente a los empleados actuales y anteriores del Demandado que son pagados por hora y no están exentos durante el Período de la Clase), y Acción PAGA de Miranda (solo perteneciente a los empleados actuales y anteriores del Demandado que son pagados por hora y no están exentos durante el Período de la Clase), surgiendo durante el Período PAGA, incluyendo todas las reclamaciones y posibles reclamaciones por sanciones recuperables bajo PAGA concernientes a la falta de pago de todos los salarios adeudados, incluyendo salarios mínimos, compensación de tiempo regular, compensación de horas extras, compensación de doble tiempo, compensación de tiempo de informe, e interés; el cálculo de la tasa regular de pago; falta de proporcionar períodos de comida y/o descanso; falta de pagar las penalidades adecuadas de período de comida y/o descanso; pago por todas las horas trabajadas, incluyendo trabajo fuera de reloj; falta de proporcionar declaraciones de salarios detalladas precisas; falta de reembolsar gastos de negocios; falta de pagar todos los salarios a tiempo durante el empleo; falta de pagar todos los salarios adeudados a tiempo en la separación del empleo; falta de proporcionar un día de descanso en una semana laboral de siete días; falta de mantener registros precisos, incluyendo registros de nómina; clasificación errónea solo con respecto a los períodos en que los Miembros de PAGA no estaban exentos; penalidades, incluyendo pero no limitado a penalidades de mantenimiento de registros, penalidades de declaración de salarios, penalidades de salario mínimo, y penalidades de tiempo de espera; interés; y honorarios y costos de abogados. Las Reclamaciones PAGA Liberadas incluyen expresamente todas las reclamaciones por sanciones recuperables bajo PAGA basadas en las Secciones 200-204, 206, 210, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698 *et seq.*, y 2699 *et seq.* del Código Laboral de California, cualquier disposición duplicativa o similar que surja bajo las Órdenes de Salarios de la Comisión de Bienestar Industrial de California y cualquier otra reclamación de sanciones que se alegue en el Aviso LWDA de Osby, Acción PAGA de Osby, Aviso LWDA de Miranda (solo perteneciente a los empleados actuales y anteriores pagados por hora y no exentos), y Acción PAGA de Miranda (solo perteneciente a los empleados actuales y anteriores pagados por hora y no exentos) durante el Período PAGA.

“Partes Liberadas” significa el Demandado Self-Realization Fellowship Church, y cada uno de sus agentes, empleados, servidores, monásticos, oficiales, directores, socios, fideicomisarios, representantes, accionistas, abogados, padres, subsidiarias, patrocinadores de capital, empresas/corporaciones y/o asociaciones relacionadas, divisiones, cesionarios, predecesores, sucesores, aseguradores, consultores, aventureros conjuntos, empleadores conjuntos, afiliados, alter-egos y organizaciones afiliadas del pasado, presente y futuro, y todos sus respectivos empleados, directores, oficiales, agentes, monásticos, abogados, accionistas, fiduciarios, padres, subsidiarias y cesionarios del pasado, presente y futuro, y cada uno de ellos.

E. Honorarios de Abogados y Costos para el Abogado de la Clase

El Abogado de la Clase solicitará y el Demandado no se opondrá a los honorarios de los abogados por un monto de hasta el treinta y cinco por ciento (35%) del Monto Total de la Liquidación (es decir, hasta \$234,500.00 si el Monto Total de la Liquidación permanece en \$700,000) y el reembolso de los costos y gastos de litigio reales por un monto que no exceda los Treinta y Cinco Mil Dólares (\$35,000.00) (colectivamente, “Honorarios y Costos de los Abogados”), sujeto a la aprobación del Tribunal. Los Honorarios y Costos de los Abogados otorgados por el Tribunal se pagarán a partir del Monto de la Liquidación. El Abogado de la Clase ha estado procesando las Acciones en nombre de los Demandantes, los Miembros de la Clase y los Miembros de PAGA sobre una base de honorarios de contingencia (es decir, sin haber recibido ningún dinero hasta la fecha) y ha estado pagando todos los costos y gastos de litigio.

F. Pago de Mejora para el Demandante Osby

El Demandante Osby buscará un monto de hasta Siete Mil Quinientos Dólares (\$7,500) (“Pago de Mejora”), en reconocimiento a sus servicios en relación con la Acción de Clase de Osby y la Acción PAGA de Osby. El Pago de Mejora se pagará a partir del Monto Total de la Liquidación, sujeto a la aprobación del Tribunal, y si se otorga, se pagará al Demandante Osby además de sus pagos individuales de liquidación a los que tiene derecho bajo la Liquidación.

G. Pago Individual para el Demandante Miranda

El Demandado ha acordado pagar la cantidad de Treinta Mil Dólares al Demandante Miranda (“Pago Individual de Liquidación de Miranda”) por su liberación individual general de reclamaciones y la renuncia de la sección 1542 del Código Civil. El Pago Individual de Liquidación de Miranda se pagará a partir del Monto Total de la Liquidación.

H. Costos de Administración del Acuerdo para el Administrador del Acuerdo

Se estima que el pago al Administrador del Acuerdo no excederá los Veinte Mil Dólares y Cero Centavos (\$20,000) (“Costos de Administración del Acuerdo”) para los costos del proceso de notificación y administración del acuerdo, incluyendo y no limitado a, el gasto de notificar a los Miembros de la Clase del Acuerdo, procesar Solicitudes de Exclusión, Notificaciones de Objeción, y disputas de Semanas de Trabajo, calcular las Cuotas de Acuerdo Individual, Pagos de Acuerdo Individual, y Pagos PAGA Individuales, y distribuir pagos y formularios de impuestos bajo el Acuerdo, y se pagará del Monto del Acuerdo, sujeto a la aprobación por el Tribunal.

IV. ¿CUALES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DE LA CLASE?

A. Participar en el Acuerdo

Si quieres participar en el Acuerdo de Clase y recibir dinero del Acuerdo de Clase, no tienes que hacer nada. Serás incluido automáticamente en el Acuerdo de Clase y se te emitirá tu Pago de Acuerdo Individual a menos que decidas excluirte del Acuerdo de Clase.

A menos que elijas excluirte del Acuerdo de Clase, estarás sujeto a los términos del Acuerdo de Clase y a cualquier sentencia que pueda ser dictada por el Tribunal en base a ello, y liberarás las Reclamaciones de Clase Liberadas descritas en la Sección III.D anterior.

Si eres un Miembro PAGA, serás incluido automáticamente en el Acuerdo PAGA y se te emitirá tu Pago PAGA Individual. Esto significa que estarás sujeto a los términos del Acuerdo PAGA y a cualquier sentencia que pueda ser dictada por el Tribunal en base a ello, y liberarás las Reclamaciones PAGA Liberadas descritas en la Sección III.D anterior.

Como Miembro de Clase y Miembro PAGA (si corresponde), no serás responsable por separado del pago de los honorarios de abogados o los costos y gastos de litigio, a menos que contrates a tu propio abogado, en cuyo caso serás responsable de tus propios honorarios y gastos de abogado.

B. Solicitar la Exclusión del Acuerdo de Clase

Los miembros de la Clase pueden solicitar ser excluidos del Acuerdo de la Clase enviando una carta indicando una solicitud para ser excluido del Acuerdo de la Clase (“Solicitud de Exclusión”) al Administrador del Acuerdo. Una Solicitud de Exclusión debe:

(1) contener el nombre y número del caso de la Acción de Clase de Osby (Asia Osby v. Self-Realization Fellowship Church, Caso No. 21STCV30136); (2) contener tu nombre completo, firma, dirección, número de teléfono y los últimos cuatro dígitos de tu Número de Seguridad Social; (3) declarar claramente que no deseas ser incluido en el Acuerdo de la Clase; y (4) ser devuelta por correo al Administrador del Acuerdo en la dirección especificada a continuación, marcado **en o antes del 17 de mayo de 2024**.

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

Si el Tribunal concede la aprobación final del Acuerdo, cualquier Miembro de la Clase que presente una Solicitud de Exclusión oportuna y válida no recibirá un Pago Individual de Acuerdo, no estará vinculado por el Acuerdo de la Clase (y la liberación de Reclamaciones de Clase Liberadas descritas en la Sección III.D anterior), y no tendrá ningún derecho a objetar, apelar, o comentar sobre el Acuerdo de la Clase. Los Miembros de la Clase que no presenten una Solicitud de Exclusión oportuna y válida serán considerados Miembros de la Clase de Acuerdo y estarán vinculados por todos los términos del Acuerdo de la Clase, incluyendo aquellos relacionados con la liberación de reclamaciones descritas en la Sección III.D anterior, así como cualquier sentencia que pueda ser dictada por el Tribunal en base a ello. Los Miembros de PAGA estarán vinculados al Acuerdo de PAGA (y la liberación de Reclamaciones de PAGA Liberadas descritas en la Sección III.D anterior) y aún se les emitirá un Pago Individual de PAGA, independientemente de si presentan una Solicitud de Exclusión.

C. Objetar al Acuerdo de la Clase

Puedes objetar al Acuerdo de la Clase siempre y cuando no hayas presentado una Solicitud de Exclusión del Acuerdo de la Clase, enviando una objeción por escrito ("Aviso de Objeción") al Administrador del Acuerdo o presentando tu objeción en la Audiencia de Aprobación Final.

Un Aviso de Objeción debe: (1) contener el nombre y número del caso de la Acción de Clase de Osby (Asia Osby v Self-Realization Fellowship Church, Caso No. 21STCV30136); (2) contener tu nombre completo, firma, dirección, número de teléfono y los últimos cuatro dígitos de tu Número de Seguridad Social; (3) contener una declaración escrita de todos los motivos de la objeción acompañada de cualquier apoyo legal para dicha objeción; (4) incluir copias de cualquier papel, escrito u otro documento en el que se base la objeción; y (5) ser devuelta por correo al Administrador del Acuerdo en la dirección especificada en la Sección IV.B anterior, marcado **en o antes del 17 de mayo de 2024**.

V. AUDIENCIA DE APROBACIÓN FINAL

El Tribunal llevará a cabo una Audiencia de Aprobación Final en el Departamento 12 del Tribunal de la Calle Spring del Tribunal Superior del Condado de Los Ángeles, ubicado en 312 N. Spring St., Los Ángeles, CA 90012, el 30 de julio de 2024, a las 10:30 a.m., para determinar si el Acuerdo debe ser finalmente aprobado como justo, razonable y adecuado. También se pedirá al Tribunal que apruebe y otorgue los Honorarios y Costos de los Abogados al Consejo de la Clase, el Pago de Mejora al Demandante Osby, y los Costos de Administración del Acuerdo al Administrador del Acuerdo.

La Audiencia de Aprobación Final puede ser continuada sin más aviso a los Miembros de la Clase y los Miembros de PAGA. No es necesario que usted asista a la Audiencia de Aprobación Final, aunque puede aparecer por audio o video si así lo desea.

VI. INFORMACION ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo de Conciliación, debe revisar el detallado Acuerdo de Conciliación y otros documentos que están en archivo con el Tribunal.

Puede ver el Acuerdo de Conciliación y otros registros judiciales, incluyendo la Orden de Aprobación Final y la Sentencia, en la Acción de Clase Osby en el Tribunal Superior del Condado de Los Ángeles, 111 N. Hill Street, Los Ángeles, CA 90012, durante las horas de trabajo del tribunal, de lunes a viernes (excepto los días festivos del tribunal) o en línea visitando el siguiente sitio web: <https://www.lacourt.org>.

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O A LA OFICINA DEL SECRETARIO PARA INFORMACIÓN SOBRE ESTE ACUERDO.

SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: (888) 250-6810.

EXHIBIT “A”

April 16, 2024

Settlement Administrator

Case: Asia Osby v. Self Realization Fellowship, 21STCV30136

ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Settlement Administrator:

I am requesting exclusion from the class settlement in the case: Asia Osby v. Self Realization Fellowship, 21STCV30136.

My information is:

Name: Laura Adriana Dodge

Address:

Telephone:

Last 4 digits:

If you need any additional information, please let me know. Thank you.

Sincerely,

 4/16/2024

Laura Adriana Dodge

Adriana Fanucchi

[REDACTED]

[REDACTED]

April 23, 2024

Settlement Administrator

ILYM Group Inc.

P.O. Box 2031

Tustin, CA 92781

Re: Request for Exclusion from Case No: 21STCV30136 Osby Class Action (Asia Osby v. Self-
Realization Fellowship)

Hello,

I am an employee of Self-Realization Fellowship. I have not had this experience. I wish to be excluded from the Class Action Settlement named above.

Thank you.

Sincerely,

Adriana Fanucchi/ Ss# ... [REDACTED]

H,

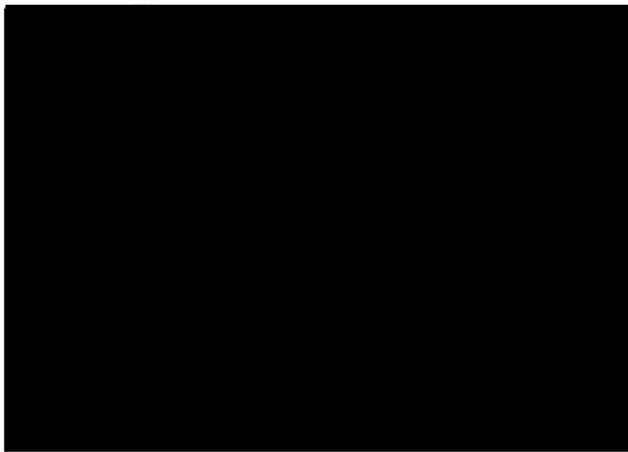
Request for Exclusion

I, Alicia Allison, would like to be excluded from the Osby Class Action (Asia Osby v. Self Realization Fellowship, Case No. 21STCV30136), (& cases No. 21STCV399, No. 21STCV41440, No. 21STCV43015.) I do not want to be included in the Class Settlement.

Sincerely,

Alicia Allison

Alicia Allison



please notify me that this has been received by mail, or ~~text~~ or email. 

Thank you!

April 11, 2024

ILYM Group, Inc.
PO Box 2031
Tustin CA 92781

Re: Request for Exclusion from ***Asia Osby v. Self-Realization Fellowship***, Case No. 21
STCV30136

Dear Settlement Administrator:

I do not wish to be included in the Class Settlement for ***Asia Osby v. Self-Realization Fellowship***,
Case No. 21 STCV30136. Please advise if you need any additional information. Thank you.

Sincerely,



Name: Claudia Guadarrama

Address:



May 11th, 2024

TO: Settlement Administration

FROM: Delfina M. Silva

[REDACTED]

[REDACTED]

[REDACTED]

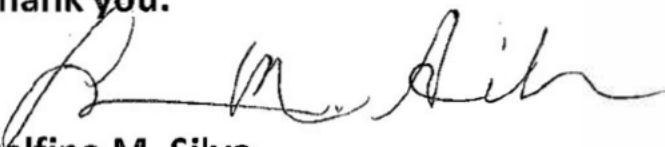
[REDACTED]

RE: REQUEST EXCLUSION FROM THE CLASS SETTLEMENT

Asia Osby v. Self Realization Fellowship Case No. 21STCV30136

This is to advise you that I wish to be excluded from the above referenced Class Settlement.

Thank you.

A handwritten signature in black ink, appearing to read 'Delfina M. Silva', written in a cursive style.

Delfina M. Silva

Request for Exclusion to Settlement Administrator.

#1 Re: Case Name and Number:

Osby Class Action (Asia Osby v. Self-Realization Fellowship,
Case Number 21STCV30136).

#2 From:

Dennis E. Harrigan

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

#3 To:

Settlement Administrator:

ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

I Dennis E. Harrigan do not wish to be included in this Class
Settlement.


04-16-24

April 23, 2024

ILYM Group, Inc.

PO Box 2031

Tustin, CA 92781

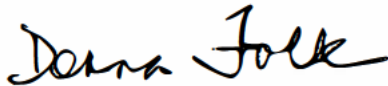
Re: Request for Exclusion from Asia Osby v. Self-Realization Fellowship, Case No. 21STCV30136

Dear Settlement Administrator:

I do NOT wish to be included in the Class Settlement for Asia Osby v. Self-Realization Fellowship, Case No. 21STCV30136. Please advise if you need any additional information.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Donna Folk". The signature is written in a cursive, flowing style.

Name: Donna Folk

Address:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ERIC J BROEDER



SETTLEMENT ADMINISTRATOR

ILYM Group, Inc.

P.O. BOX 2031

TUSTIN, CA 92781

RE: REQUEST FOR EXCLUSION from Osby Class Action
(Asia Osby v. Self-Realization Fellowship)
CASE No.21STCV30136

Dear Sir or Madam:

I am hereby requesting "Exclusion" from the Osby Class Action.
My current address, telephone no. & last 4 of social is at the
top of this letter. I do not wish to be included.

Yours Truly,

A handwritten signature in cursive script, appearing to read "Eric J. Broeder".

Eric J. Broeder

EB:pwb

Cc: file

March 27, 2024

Dear ILYM Group, INC

ERIKA ELLEN FRANCIS

I IK FR S,
[REDACTED]

LASTED [REDACTED]
S [REDACTED]

CLASS ACTION SETTLEMENT

ASIA OSBY vs SELF
REALIZATION FELLOWSHIP,
CASE NUMBER 21STCV30136

Clearly state that I Erika
E FRANCIS DO NOT WISH
TO BE INCLUDED IN THE
CLASS SETTLEMENT FOR
THE FOLLOWING REASONS:

1. SRF PAID minimum and overtime wages
2. SRF provided meal AND Rest breaks
3. SRF paid termination wages

Conclusion: I do not

April 9, 2024

Dear Settlement Administrator:

I, Esperanza Alvarado, wish to be excluded from the Class Settlement for the Osby Class Action (*Asia Osby v. Self Realization Fellowship*, Case No. 21STCV30136).

Thank you.

Sincerely,

Esperanza Alvarado

Esperanza Alvarado

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

April 12, 2024

ILYM Group, Inc.

PO Box 2031

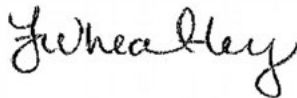
Tustin, CA 92781

**Re: Request for Exclusion from Asia Osby v. Self-Realization Fellowship, Case No. 21
STCV30136**

Dear Settlement Administrator:

I do not wish to be included in the Class Settlement for Asia Osby v. Self-Realization Fellowship, Case No. 21 STCV30136. Please advise if you need any additional information.
Thank you.

Sincerely,



Name: Federica Wheatley

Address: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

To: Settlement Administrator: Request for Exclusion

Asia Osby v. Self-Realization Fellowship, Case No. 21STCV30136

ILYM ID: [REDACTED]

Name: Irma Lapointe

Address: [REDACTED]

Phone: [REDACTED]

SSN#: [REDACTED]

I do NOT wish to be included in the Class Settlement.

I would like to request to be excluded from the Class Settlement.

Thank you,



Date: 4/2/2024

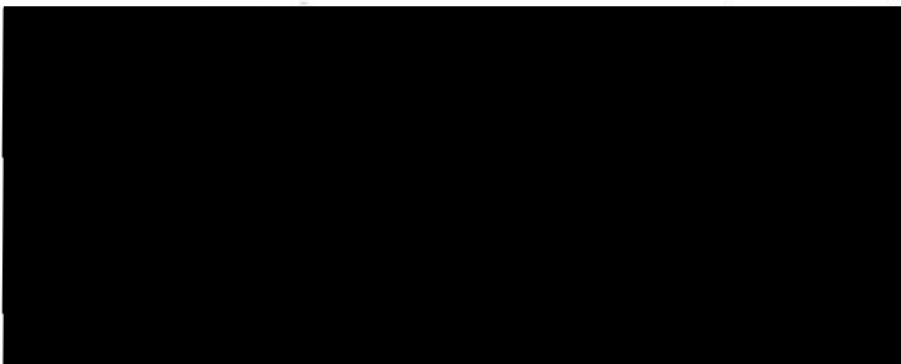
3-30-24
Dear Settlement Administrator,

I request to be excluded from the
class settlement for the Osby
Action (Asia Osby vs Self-Realization
Fellowship Case # 21STCV30136)

Respectfully,

Jacqueline K. Freedman

Jacqueline Freedman



April 12, 2024

Request for exclusion

Dear Settlement Administrator,

In regards to Asia Osby v. Self-Realization Fellowship

Case No. **21STCV30136**

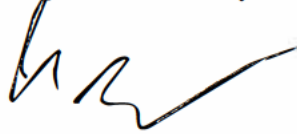
I Justin Massey do not wish to be part of this class settlement against Self Realization Fellowship

My address is

[REDACTED]

Last 4 digits of my social security number

[REDACTED]



April 9, 2024

Dear Settlement Administrator:

I, Katherine Link, wish to be excluded from the Class Settlement for the Osby Class Action (*Asia Osby v. Self Realization Fellowship*, Case No. 21STCV30136).

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Katherine Link". The signature is fluid and cursive, with the first name "Katherine" written in a larger, more prominent script than the last name "Link".

Katherine Link

Four lines of contact information have been redacted with solid black bars. The first bar is the longest, followed by a shorter one, then a medium-length one, and finally a very short one at the bottom.

April 3, 2024

Request for exclusion

Dear Settlement Administrator,

1) Asia Osby v. Self-Realization Fellowship

Case No. 21STCV30136

2) Kathleen Amelia Harrison

Kathleen Amelia Harrison

[REDACTED]

[REDACTED]

[REDACTED]

3) I clearly state that I do not wish to be part of this class settlement against Self Realization Fellowship.

Return by mail to Settlement Administrator at:

ILYM Group, Inc

P O Box 2031

Tustin, CA 92781

4) Postmark on or before May 17, 2024

4-9-24

Dear ILYM Group,

This is my letter to request to be
excluded from the Class Settlement
"Request for Exclusion" of the the
Osby Class Action (Asia Osby v.
Self Realization, Case NO. 21STCV30136.)

Kathleen Kastner
K. Kastner

[REDACTED]

Thank you!

Sincerely,
Kathleen Kastner



April 12, 2024

Request for exclusion

Dear Settlement Administrator,

In regards to Asia Osby v. Self-Realization Fellowship

Case No. **21STCV30136**

I Kristy McClain do not wish to be part of this class settlement against Self Realization Fellowship

My address is

[REDACTED]
[REDACTED]
[REDACTED]

Kristy McClain

Laural I. Usher

[REDACTED]

[REDACTED]

April 22, 2024

Settlement Administrator
ILYM Group Inc.
P.O. Box 2031
Tustin, CA 92781

Re: Request for Exclusion from Case No: 21STCV30136 Osby Class Action (Asia Osby v. Self-Realization Fellowship)

Hello,

I am an employee of Self-Realization Fellowship. I have not had this experience. I wish to be excluded from the Class Action Settlement named above.

Thank you.

Sincerely,

Laural I. Usher

Laural I. Usher / Ss# [REDACTED]

April 3, 2024

Request for exclusion

Dear Settlement Administrator,

Asia Osby v. Self-Realization Fellowship

Case No. **21STCV30136**

Martha E. Rodriguez _____

[REDACTED]

[REDACTED]

[REDACTED]

I clearly state that I do not wish to be part of this class settlement against Self
Realization Fellowship.

Signature: _____

Martha E. Rodriguez

April 17, 2024

Settlement Administrator
ILYM Group Inc.
P.O. Box 2031
Tustin, CA 92781

REQUEST FOR EXCLUSION FROM CLASS SETTLEMENT

I do not wish to be included in the Class Settlement regarding these cases:

Asia Osby v. Self-Realization Fellowship, Los Angeles County Superior Court, Case No. 21STCV30136

Asia Osby v. Self-Realization Fellowship Church, et al, Los Angeles County Superior Court, Case No. 21STCV39999

Monica Miranda v. Self-Realization Fellowship Church, et al, Los Angeles County Superior Court, Case No. 21STCV41440

Monica Miranda v. Self-Realization Fellowship Church, et al, Los Angeles County Superior Court, Case No. 21STCV43015.

Please confirm that my request to be excluded from the above mentioned Class Settlements has been accepted.

Martha M. Argandoña

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Martha M. Argandoña

Martha M. Argandoña

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

To Whom it May Concern,

This letter is in regards to **Case No. 21STCV30136 – Asia Osby v. Self Realization Fellowship**. I do not wish to be included in the Class Settlement.

Michael Cravitz

Michael Cravitz 3/29/2024

Last 4 Digits of Social Security Number: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

I Patricia Escobedo

do not want To be
included in the Class

Settlement

Case 2:15-cv-030136

Patricia Escobedo

Patricia A. Escobedo



Asia-Osby

Self Realization Fellowship
Case No 2:15-cv-030136

To: Settlement Administrator: Request for Exclusion

Asia Osby v. Self-Realization Fellowship, Case No. 21STCV30136

Name: Sabrina Percario

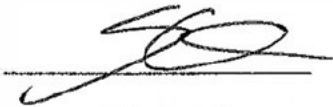
Address:

[REDACTED]

[REDACTED]

I do NOT wish to be included in the Class Settlement. I would like to request to be excluded from the Class Settlement.

Thank you,

A handwritten signature in black ink, appearing to be 'SP', written over a horizontal line.

03/29/2024

March 27, 2024

TO: Settlement Administrator
ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

Case Name and Number of the Osby Class Action:
Asia Osby v. Self Realization Fellowship, Case No. 21STCV30136

Sandy (Sandra) L. Upton

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

I DO NOT WISH TO BE INCLUDED IN THE CLASS SETTLEMENT.

Sandra L. Upton March 27, 2024

Sara-Kay Szollosi

April 1, 2024

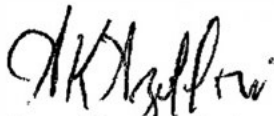
To: ILYM Group, Inc.
PO BOX 2031
Tustin, CA 92781

RE: Asia Osby v. Self Realization Fellowship
Case No. 21STCV30136

To Whom It May Concern:

I do not wish to be included in the Class Settlement named above. My personal information including last 4 digits of my SSN are listed above.

Sincerely



Sara-Kay Szollosi

To: Settlement Administrator: Request for Exclusion

Asia Osby v. Self-Realization Fellowship, Case No. 21STCV30136

Name: Satoko Bgalida

Address:

[REDACTED]

[REDACTED]

[REDACTED]

I do NOT wish to be included in the Class Settlement. I would like to request to be excluded from the Class Settlement.

Thank you,

Satoko Bgalida

Date: 4/3/2024

[REDACTED]
[REDACTED]
2 April 2024

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

In re: *Asia Osby v. Self Realization Fellowship*, Case No. 21STCV30136

Dear Sirs:

Please exclude me from the Class Settlement. I personally have no complaint against Self Realization Fellowship regarding my employment.

Sincerely,

Victor Adrian Long

Victor Adrian Long
[REDACTED]
[REDACTED]

EXHIBIT “C”

ILYM Group, Inc.
P.O. Box 2031
Tustin, California 92781
Attention: Settlement Administrator

May 16, 2024

Notice of Objection

RE: Osby Class Action
(Asia Osby v. Self Realization Fellowship, Case No. 21STCV30136)

Dear Settlement Administrator,

This letter is to serve as my formal Notice of Objection to the Osby Class Action, for myself personally.

I was employed by Self-Realization Fellowship, the Defendant, from August 16, 2017 through December 31, 2018, (during the Class Period), for a total of 58.57 work weeks.

My full wages were always properly paid. Compliant meal and rest breaks were always provided. Accurate wage statements were provided in a timely way. Business expenses incurred were always reimbursed in a timely way. I have no complaints with Self-Realization Fellowship.

I found the organization and all the staff whom I worked with to be extremely caring, professional and kind. I am not interested in participating in this lawsuit. For myself, I personally object to this lawsuit.

Thank you for noting my objection.

With sincerity,

A handwritten signature in blue ink, appearing to read "James C. Thane", with a large, stylized flourish at the end.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]