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**SUPERIOR COURT OF 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 a California
corporation; 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.

Honorable Carolyn B. Kuhl
Department SSC-12

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: July 30, 2024
Time: 10:30 a.m.
Department: SSC-12

Complaint Filed: May 27, 2021
Trial Date: None Set

Case No.: 21STCV30136
[**Lead Case**]

Complaint Filed: August 16, 2021
Trial: None Set

Case No.: 21STCV41440
[**Related Case**]

Complaint Filed: November 10, 2021
Trial Date: None Set

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

Plaintiff,
vs.

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

Case No.: 21STCV39999
[**Related Case**]

Complaint Filed: October 29, 2021
Trial Date: None Set

Case No.: 21STCV43015
[**Related Case**]

Complaint Filed: November 22, 2021
Trial Date: None Set

This matter has come before the Honorable Carolyn B. Kuhl in Department SSC-12 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, on July 30, 2024 at 10:30 a.m. for Plaintiff Asia Osby (“Plaintiff Osby”) and Monica Miranda’s (“Plaintiff Miranda”) (together, “Plaintiffs”) Motion for Final Approval of Class Action Settlement, Attorneys’ Fees and Costs, and Enhancement Payment (“Motion for Final Approval”). Lawyers for Justice, PC appeared on behalf of Plaintiffs, and Sheppard, Mullin, Richter & Hampton LLP appeared on behalf of Defendant Self-Realization Fellowship Church (“Defendant”).

On January 30, 2024, the Court entered the Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement of the following related actions: (1) *Asia Osby v. Self Realization Fellowship*, Los Angeles County Superior Court, Case No. 21STCV30136 (“Osby Class Action”); (2) *Asia Osby v. Self-Realization Fellowship Church, et al.*, Los Angeles County Superior Court, Case No. 21STCV39999 (“Osby PAGA Action”); (3) *Monica Miranda v. Self-Realization Fellowship Church, et al.*, Los Angeles County Superior Court, Case No. 21STCV41440 (“Miranda Class Action”); and (4) *Monica Miranda v. Self-Realization Fellowship Church, et al.*, Los Angeles County Superior Court, Case No. 21STCV43015 (“Miranda PAGA Action”) (collectively the “Actions”) in accordance with the First Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the exhibits annexed thereto, set forth the terms and conditions for settlement of the Actions.

Having reviewed the Settlement Agreement and duly considered the parties’ papers and oral argument, and good cause appearing,

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. This Order incorporated by reference the definitions in the Settlement Agreement, and all capitalized terms used, but not defined, herein, shall have the same meanings as in the Settlement Agreement.

2. This Court has jurisdiction over the claims of the Class Members asserted in the above-captioned action and over all parties to the Actions.

1 3. The Court finds that the applicable requirements of California Code of Civil
2 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
3 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
4 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
5 hereby defined to include:

6 All current and former hourly-paid and non-exempt employees of Defendant
7 within the State of California employed at any time during the period from August
8 16, 2017 through May 15, 2023 (“Class Member(s)” or “Class”).

9 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
10 Class Members, fully and accurately informed the Class Members of all material elements of the
11 Settlement and of their opportunity to participate in the Settlement, object to or comment on the
12 Class Settlement, or to seek exclusion from the Class Settlement; was the best notice practicable
13 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied
14 fully with the laws of the State of California, the United States Constitution, due process and other
15 applicable law. The Class Notice fairly and adequately described the Settlement and provided the
16 Class Members with adequate instructions and a variety of means to obtain additional information.

17 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
18 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
19 specifically, the Court finds that the Settlement was reached following meaningful discovery and
20 investigation conducted by Lawyers for Justice, PC (“Class Counsel”); that the Settlement is the
21 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
22 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
23 Court has considered all of the evidence presented, including evidence regarding the strength of
24 claims asserted in the Osby Class Action and Osby PAGA Action; the risk, expense, and
25 complexity of the claims presented; the likely duration of further litigation; the amount offered in
26 the Settlement; the extent of investigation and discovery completed; and the experience and views
27 of Class Counsel. The Court has further considered the absence of objections to and requests for
28 exclusion from the Class Settlement submitted by Class Members. Accordingly, the Court hereby

1 directs that the Settlement be affected in accordance with the Settlement Agreement and the
2 following terms and conditions.

3 6. A full opportunity has been afforded to the Class Members to participate in the
4 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
5 heard. The Court also finds Class Members also have had a full and fair opportunity to exclude
6 themselves from the Class Settlement. Accordingly, the Court determines that all Class Members
7 who have not submitted a timely and validly Request for Exclusion from the Class Settlement
8 (“Settlement Class Members”), are bound by this order and judgment (“Final Approval Order and
9 Judgment”), and the State of California and all current and former hourly-paid or non-exempt
10 employees of Defendant in the State of California employed at any time between August 25, 2020
11 through January 30, 2024 (“PAGA Members”) are bound by the PAGA Settlement and this Final
12 Approval Order and Judgment.

13 7. The Court finds that payment of Settlement Administration Costs in the amount of
14 \$10,550.00 is appropriate for the services performed and costs incurred and to be incurred for the
15 notice and settlement administration process. It is hereby ordered that the Settlement
16 Administrator, ILYM Group, Inc. shall issue payment to itself in the amount of \$10,550.00, in
17 accordance with the terms and methodology set forth in the Settlement Agreement.

18 8. The Court finds that the Enhancement Payment sought is fair and reasonable for
19 the work performed by Plaintiff Asia Osby on behalf of the Class. It is hereby ordered that the
20 Settlement Administrator issue payment in the amount of \$7,500.00 to Plaintiff Asia Osby for her
21 Enhancement Payment, according to the terms and methodology set forth in the Settlement
22 Agreement.

23 9. The Court finds that the allocation of \$70,000.00 toward penalties under the
24 California Private Attorneys General Act of 2004 (“PAGA Amount”), is fair, reasonable, and
25 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
26 Amount as follows: the amount of \$52,500.00 to the California Labor and Workforce Development
27 Agency (“LWDA Payment”), and the amount of \$17,500.00 will be payable to the PAGA
28 Members (“PAGA Member Amount”) on a *pro rata* basis based on Workweeks during the PAGA

1 Period (“Individual PAGA Payment”), according to the terms and methodology set forth in the
2 Settlement Agreement.

3 10. The Court finds that the request for attorneys’ fees in the amount of \$223,333.33 to
4 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
5 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
6 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
7 amount of \$223,333.33 to Class Counsel for attorneys’ fees, in accordance with the terms and
8 methodology set forth in the Settlement Agreement.

9 11. The Court finds that reimbursement of litigation costs and expenses in the amount
10 of \$19,342.48 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
11 Settlement Administrator issue payment in the amount of \$19,342.48 to Class Counsel for
12 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
13 forth in the Settlement Agreement.

14 12. The Court hereby orders that upon the Effective Date and full funding of the Total
15 Settlement Amount, Plaintiffs and Settlement Class Members shall be conclusively determined to
16 have given a release of any and all Released Class Claims against the Released Parties, in
17 accordance with the terms set forth in the Settlement Agreement.

18 13. The Court hereby orders that upon the Effective Date and full funding of the Total
19 Settlement Amount, Plaintiffs, the State of California and all PAGA Members shall be
20 conclusively determined to have given a release of any and all Released PAGA Claims against the
21 Released Parties, in accordance with the terms set forth in the Settlement Agreement.

22 14. The Court hereby orders that upon the Effective Date and full funding of the Total
23 Settlement Amount, Plaintiff Osby will be deemed to have fully and finally released and
24 discharged the Released Parties of and from Plaintiff Osby’s Released Claims.

25 15. The Court hereby orders that upon the Effective Date and full funding of the Total
26 Settlement Amount, Plaintiff Miranda will be deemed to have fully and finally released and
27 discharged the Released Parties of and from Plaintiff Miranda’s Released Claims.
28

1 16. It is hereby ordered that within thirty (30) calendar days after the Effective Date,
2 Defendant will fund the Total Settlement Amount less the Miranda Individual Settlement Payment
3 (i.e., \$30,000.00) (“Class Settlement Fund Amount”), plus an amount sufficient for Employer
4 Taxes, into a settlement account to be established by the Settlement Administrator in accordance
5 with the terms and methodology set forth in the Settlement Agreement.

6 17. It is hereby ordered that within seven (7) calendar days of the date on which the
7 Settlement Administrator receives the Class Settlement Fund Amount, the Settlement
8 Administrator shall distribute payments due under the Settlement and approved by the Court, as
9 follows: Enhancement Payment to Plaintiff Osby; LWDA Payment to the LWDA; the Individual
10 PAGA Payments to PAGA Members; the Court-approved Settlement Administration Costs to its
11 self; Individual Settlement Payments to Settlement Class Members; the Individual PAGA
12 Payments to PAGA Members, and Court-approved Attorneys’ Fees and Costs to Class Counsel,
13 according to the methodology and terms set forth in the Settlement Agreement.

14 18. Each Individual Settlement Payment and Individual PAGA Payment check shall be
15 valid and negotiable for one hundred eighty (180) calendar days from the date the checks are
16 issued, and thereafter, shall be canceled. Thereafter, the funds associated with such canceled
17 checks shall be transmitted to the State Controller’s Office, Unclaimed Property Division in the
18 name(s) of the Settlement Class Member(s) and/or PAGA Member(s) whose check(s) are
19 canceled.

20 19. It is hereby ordered that Plaintiff Miranda, who is also a Settlement Class Member,
21 shall file a Request for Dismissal with prejudice as to Plaintiff Miranda’s individual claims and
22 without prejudice as to other current and former employees of Defendant, in the Miranda Class
23 Action and Miranda PAGA Action, no later than ten (10) calendar days after the signing of this
24 Final Approval Order and Judgment. Defendant shall issue payment directly to Plaintiff Miranda
25 for the Miranda Individual Settlement Payment (i.e., \$30,000.00) within thirty (30) calendar days
26 after the Effective Date and dismissal of the Miranda Class Action and Miranda PAGA Action,
27 subject to the conditions precedent in the Settlement Agreement and according to the methodology
28 and terms set forth in the Settlement Agreement.

20. After entry of this Final Approval Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

21. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in Department SSC-12. Class Counsel shall submit a final accounting report regarding the status of the settlement administration at least five (5) court days prior to the Final Compliance Hearing.

Dated: _____

Honorable Carolyn B. Kuhl
Judge of the Superior Court