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Attorneys for Plaintiffs

**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 I through
100, inclusive,

Defendants

Honorable Carolyn B. Kuhl
Department 12

**DECLARATION OF YASMIN HOSSEINI IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

[Notice of Motion and Motion for Preliminary
Approval of Class Action Settlement; Declaration
of Plaintiffs (Asia Osby and Monica Miranda);
and [Proposed] Order filed concurrently
herewith]

Date: December 14, 2023
Time: 10:00 a.m.
Place: Department 12

Case No.: 21STCV30136
[Lead Case]

Complaint Filed: August 16, 2021
Trial Date: None Set

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

Plaintiff,

vs.

Case No.: 21STCV41440
[Related Case]

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

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 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

DECLARATION OF YASMIN HOSSEINI

I, Yasmin Hosseini, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Asia Osby (“Plaintiff Osby”) and Plaintiff Monica Miranda (“Plaintiff Osby”) (collectively, “Plaintiffs” or “Class Representatives”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In

1 addition, he has previously served as a pro bono mediator for the Los Angeles County Superior
2 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
3 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
4 From approximately September 2002 to approximately December 2002, he served as a Judicial
5 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
6 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
7 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
8 Appellate District. In December of 2004, he obtained a license to practice law from the California
9 State Bar. From approximately December 2004 to approximately August 2008, he was employed
10 by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex
11 cases involving toxic torts and products liability. In addition, he gained substantial experience on
12 cases involving insurance bad faith, premises liability, and medical negligence. While employed
13 by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended
14 approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for
15 deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice,
16 PC, he has almost exclusively focused on the prosecution of consumer and employment class
17 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
18 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
19 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
20 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
21 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
22 counsel, he has successfully litigated cases involving the executive, administrative, and other
23 overtime exemptions to the State of California and federal overtime compensation requirements.
24 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
25 contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over
26 1,000 class action or representative action cases.

27 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
28 received his Bachelor of Arts degree from University of California, Los Angeles and graduated

magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008 he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). He has worked on over one hundred (100) class action or representative action cases which have resulted in settlement, including and not limited to those listed in paragraph 7 herein.

5. Joanna Ghosh is a Senior Member of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, intervention. She has successfully handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*

1 Overall Supply, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),
2 cert. denied (U.S., Dec. 11, 2017) and ZB, N.A. v. Superior Court, 8 Cal.5th175 (2019). She also
3 has extensive experience with class action and/or representative action settlements. Under her,
4 Edwin Aiwarzian, and Arby Aiwarzian’s supervision, the firm has handled the class certification
5 and court approval process for hundreds of class action and/or representative action matters that
6 have successfully resolved. She is a member of the California Employment Lawyers Association.

7 6. I am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree
8 from University of California, Santa Barbara in 2013 and earned my Juris Doctor degree from
9 Pepperdine University School of Law in 2017. I was admitted to practice law in California in
10 2019. I am admitted to practice before all courts of the State of California and all federal district
11 courts in the State of California. I have worked on many wage and hour class action and PAGA
12 representative matters, and my work has included, *inter alia*, researching and drafting pleadings,
13 administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement
14 agreements, engaging in motion practice, claims evaluation and analysis, and making court
15 appearances. Prior to working at Lawyers for Justice, PC, I represented filmmakers and talent,
16 negotiating and structuring various types of agreements on their behalf. I am a member of the
17 California Employment Lawyers Association, Beverly Hills Bar Association, and Iranian
18 American Bar Association.

19 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
20 **REPRESENTATIVE ACTION CASES**

21 7. What follows are just a few examples of the type of results Lawyers for Justice, PC
22 (“LFJ”) has achieved on behalf of its clients:

23 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class action against a major property management company involving allegations
25 of misclassification of various “manager” positions. On September 20, 2010, the court granted
26 final approval of the class action settlement. The Los Angeles County Superior Court Case
27 Number is BC400414.
28

1 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national retailer of household items involving allegations of
3 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
4 granted final approval of the class action settlement. The Los Angeles County Superior Court
5 Case Number is BC413498.

6 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class action against a national property management company involving
8 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
9 granted final approval of the class action settlement. The Los Angeles County Superior Court
10 Case Number is BC430918.

11 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class action against a national retailer involving allegations of misclassification of
13 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
14 certification. On August 26, 2013, the court granted final approval of the class action settlement.
15 The Los Angeles County Superior Court Case Number is BC424012.

16 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
17 wage-and-hour class and PAGA representative action against a bank, involving allegations of
18 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
19 granted final approval of the class and PAGA representative action settlement. The Kern County
20 Superior Court Case Number is S-1500-CV-273194-LHB.

21 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
22 wage-and-hour class and PAGA representative action against a national wholesale distributor of
23 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
24 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
25 representative action settlement. The Sacramento County Superior Court Case Number is 34-
26 2012-00136285.

27 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
28 wage-and-hour class action against a multinational corporation that provides global workplace

1 solutions, involving allegations of misclassification of the “Operations Manager” position. On
2 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
3 County Superior Court Case Number is BC478769.

4 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
5 wage-and-hour class and PAGA representative action against a national retailer of household
6 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
7 final approval of the class and PAGA representative action settlement. The San Francisco County
8 Superior Court Case Number is CGC-13-532344.

9 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
10 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
11 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s
12 motion for class certification. On October 20, 2017, the court granted final approval of the class
13 and PAGA representative action settlement. The Los Angeles County Superior Court Case
14 Number is BC474784.

15 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class and PAGA representative action against a national retailer of upscale
17 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
18 granted final approval of the class and PAGA representative action settlement. The Los Angeles
19 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
20 Coordination Proceeding Number is 4794.

21 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
23 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
24 settlement. The Los Angeles County Superior Court Case Number is BC488069.

25 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
27 involving allegations of misclassification of the “Department Manager” position. On August 12,
28 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On

1 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
2 County Superior Court Case Number is RG13680477.

3 m) LFJ represented the plaintiff in a PAGA representative action against a real
4 estate and property management company, on behalf of non-exempt employees. On November 4,
5 2016, the court granted approval of the PAGA representative action settlement. The Orange
6 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

7 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
9 exempt employees. On November 18, 2016, the court granted final approval of the class and
10 PAGA representative action settlement. The San Francisco County Superior Court Case Number
11 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

12 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
13 representative action against a foodservice distributor, on behalf of non-exempt employees. On
14 January 26, 2017, the court granted final approval of the class and PAGA representative action
15 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

16 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
17 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
18 employer's motion to compel arbitration, which resulted in a published opinion by the California
19 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
20 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
21 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
22 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

23 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a consumer packaging company, on
25 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
26 and PAGA representative action settlement. The Los Angeles County Superior Court Case
27 Number is BC590429.

1 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a manufacturer of food service
3 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
4 approval of the class and PAGA representative action settlement. The Orange County Superior
5 Court Case Number is 30-2015-00810013-CU-OE-CXC.

6 s) LFJ in association with co-counsel, represented the plaintiffs in a wage-and-
7 hour class and PAGA representative action against a lumber and hardware company on behalf of
8 non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Orange County Superior Court Case Number is 30-2014-
10 00747750-CU-OE-CXC.

11 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a property management company, on behalf of non-exempt
13 employees. On June 14, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC586234.

16 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a food company on behalf of non-exempt employees. On June 30,
18 2017, the court granted final approval of the class and PAGA representative action settlement. The
19 Sacramento County Superior Court Case Number is 34-2015-00175871.

20 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a chocolate company on behalf of non-exempt employees. On July
22 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
23 The Alameda County Superior Court Case Number is RG15764300.

24 w) LFJ firm represented the plaintiff in a PAGA representative action, against
25 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
26 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
27 Los Angeles County Superior Court Case Number is BC569664.
28

1 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a manufacturer of plastic containers on behalf of non-exempt
3 employees. On October 31, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC577233.

6 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
8 employees. On December 11, 2017, the court entered an order granting final approval of the class
9 and PAGA representative action settlement. The Los Angeles County Superior Court Case
10 Number is BC569646.

11 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a property management company
13 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an
14 order granting final approval of the class and PAGA representative action settlement. The Los
15 Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination
16 Proceeding Number is 4819.

17 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a global provider of flexible office
19 space solutions. On February 15, 2018, the court entered an order granting final approval of the
20 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
21 Number is BC498401.

22 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
23 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
24 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
25 County Superior Court Case Number is VCU264528.

26 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
27 representative action against a behavioral health service provider on behalf of non-exempt
28 employees. On November 13, 2018, the court granted final approval of the class and PAGA

1 representative action settlement. The Alameda County Superior Court Case Number is
2 RG16811450.

3 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 PAGA representative action against a global provider of products and services to the energy
5 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
6 granted approval of the PAGA representative action settlement. The Kern County Superior Court
7 Case Number is S-1500-CV-280215-SDC.

8 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
10 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
11 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
12 Council Coordination Proceeding Number is 4886.

13 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and representative action against a bank on behalf of non-exempt employees.
15 On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and
16 certified a class. The Alameda County Superior Court Case Number is RG15757606 and the
17 Judicial Council Coordination Proceeding Number is 4921.

18 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a national retailer of apparel and
20 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
21 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
22 court granted final approval of the class and PAGA representative action settlement. The
23 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

24 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
25 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
26 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
27 notable decision from the California Supreme Court clarifying the law and finding, in part, that
28 employer arbitration agreements are unenforceable where they block a PAGA claim from

1 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court
2 granted approval of the PAGA representative action settlement. The San Diego County Superior
3 Court Case Number is 34-2015-00175330.

4 ii) LFJ, in association with co-counsel therein, represents the plaintiff in a
5 wage-and-hour class and PAGA representative action against a medical equipment supplier on
6 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
7 for class certification and certified a class. The San Bernardino County Superior Court Case
8 Number is CIVDS1505744.

9 jj) LFJ, in association with co-counsel therein, represents the plaintiff in a
10 wage-and-hour class and PAGA representative action against a large national drug testing
11 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
12 plaintiff's motion for class certification and certified a class. The San Diego County Superior
13 Court Case Number is 37-2018-00019611-CU-OE-CTL.

14 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
16 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
17 court granted in part the plaintiff's motion for class certification and certified a class. The
18 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
19 Judicial Council Coordination Proceeding Number is 4930.

20 ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a
21 wage-and-hour class action against manufacturer and supplier of power products and services on
22 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
23 for class certification and certified a class. The San Diego County Superior Court Case Number is
24 37-2015-00025968-CU-OE-CTL.

25 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
26 nutritional products manufacturer on behalf of non-exempt production line employees. On
27 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
28 certified a class. The Solano County Superior Court Case Number is FCS051001.

nn) LFJ represents the plaintiff in a wage-and-hour class action against an iconic lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022, the court granted the plaintiff's motion for class certification in part and certified a class. The San Francisco Superior Court Case Number is CGC-16-550794.

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiffs, on the one hand, and Self-Realization Fellowship Church ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "**EXHIBIT A**" and respectfully request that the Court approve it as well.

9. Based on information provided by Defendant, as of October 2023, the Class is estimated to consist of approximately three hundred and eighty-one (381) individuals.

10. The effectiveness of Lawyers for Justice, PC ("Class Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other complex wage and hour class and/or representative action settlements of similar type given the strengths and weaknesses of the cases; and (3) significant savings in attorneys' fees and/or costs that would have only increased significantly had the cases progressed through certification, trial, and/or appeals.

11. Class Counsel has litigated the matters for over two (2) years and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Jeffrey Krivis, Esq., a well-respected mediator experienced in mediating complex wage and hour actions. Prior to and during the mediation and settlement discussions, the Parties exchanged class information and engaged in extensive discussions regarding their evaluations of the cases and various aspects of the cases, including but not limited to, the risks and delays of further litigation,

1 the risks to the Parties of proceeding with class certification and/or representative adjudication,
2 the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and
3 wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the
4 possibility of appeals, among other things. During all settlement discussions, the Parties
5 conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement
6 that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their
7 ability to prevail on the merits and at certification, and Plaintiffs and Class Counsel believed that
8 they would be able to obtain class certification and prevail at trial. After conducting investigations,
9 informal discovery, exchange of information, extensive settlement negotiations, and with the aid
10 of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement
11 given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both
12 sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate
13 resolution of Plaintiffs' and the Settlement Class Members' Released Class Claims, and of the
14 State of California's and PAGA Members' Released PAGA Claims with respect to employment
15 of Plaintiffs and PAGA Members.

16 12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
17 and scope of the claims, and was preparing the action for class certification and trial. Class
18 Counsel conducted significant investigation and informal discovery regarding the facts of the
19 cases, including and not limited to, the exchange, review, and analysis of a large volume of
20 documents and data obtained from Defendant, Plaintiffs, and other sources. The volume of data
21 and documents that Class Counsel reviewed and analyzed included and was not limited to:
22 employment records of Plaintiffs and other Class Members, Class Members' time and pay data,
23 Defendant's Employment Policies, financial information (including but not limited to pay
24 statements and earning statements), job descriptions, Defendants' operations and employment
25 practices, forms, procedures, and policies (including but not limited to, Meal Period and Rest
26 Break Policy, Overtime Policy, Business Expense Reimbursement Policy, Dress Code Policy),
27 among other information and documents. Class Counsel interviewed Plaintiffs and other Class
28 Members to gather facts and circumstances surrounding Plaintiffs and putative class members'

1 employment. Counsel for the Parties also met and conferred on numerous occasions, e.g., to
2 discuss issues relating to the pleadings, and the production of documents and data prior to the
3 mediation. Class Counsel also drafted pleadings and the mediation brief, and prepared for and
4 attended court proceedings, mediation, and settlement negotiations, among other tasks.

5 13. Counsel for the Parties have also invested time researching and investigating the
6 applicable law, which is constantly evolving as it relates to certification, representative PAGA
7 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
8 Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered.
9 Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and
10 reasonable.

11 14. The Settlement provides for a Total Settlement Amount of Seven Hundred Thousand
12 Dollars and Zero Cents (\$700,000.00). The Net Settlement Fund is the Total Settlement Amount
13 less the following amounts subject to approval by the Court: Attorneys' Fees and Costs,
14 Enhancement Payment, Settlement Administration Costs, and the LWDA Payment. Assuming
15 that the amounts allocated under the Settlement toward these payments are awarded by the Court,
16 the Net Settlement Amount that will be available for distribution to Settlement Class Members is
17 currently estimated to be Three Hundred and Three Thousand Dollars (\$303,000.00).
18 Additionally, 25% of the PAGA Amount, which is \$17,500 out of \$70,000, will be distributed to
19 PAGA Members on a *pro rata* basis. The Net Settlement Amount will be fully distributed in
20 accordance with the terms of the Settlement and there is no reversion to Defendant.

21 15. The Parties have agreed to retain ILYM, Group, Inc. ("ILYM" or "Settlement
22 Administrator") to handle the notice and settlement administration process. The Parties
23 respectfully request that the Court appoint ILYM to handle these procedures and serve as the
24 Settlement Administrator. Defendant will provide the Settlement Administrator with the
25 following information for each Class Member: full name, last known mailing address, Social
26 Security Number, start and end dates employed as an hourly-paid or non-exempt employee of
27 Defendant in California during the Class Period and PAGA Period, and such other information as
28 is necessary for the Settlement Administrator to calculate the number of Workweeks to be credited

1 to each Class Member during the Class period and the number of Workweeks to be credited to
2 each PAGA Member during the PAGA Period (collectively, “Class List”), and the Settlement
3 Administrator will calculate each Class Member’s estimated share of the Net Settlement Amount
4 (“Individual Settlement Share”) and each PAGA Members’ estimated share of the 25% of the
5 PAGA Amount (“Individual PAGA Payment”). The Settlement Administrator will also receive
6 opt-outs, objections, and disputes regarding Workweeks; translate the Class Notice into Spanish;
7 provide necessary reports and declarations; calculate, subtract, and transmit necessary taxes and
8 withholdings; prepare and submit informational and other tax filings and documents; issue and
9 transmit all payments provided for by the Settlement, including and not limited to, mailing
10 payments to Class Members; and perform any other usual and customary duties for administering
11 a class action settlement. Settlement Administration Costs are currently estimated not to exceed
12 Twenty Thousand Dollars and Zero Cents (\$20,000.00) and will be paid out of the Total Settlement
13 Amount, subject to approval of the Court.

14 16. Based on investigation and information discovered, Class Counsel believes that
15 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
16 that Defendant, with respect to Plaintiffs, Class Members, and PAGA Members, *inter alia*, failed
17 to properly pay overtime and minimum wages, failed to provide compliant meal and rest periods
18 and to pay associated premium pay, failed to timely pay wages during employment and upon
19 termination of employment, failed to provide compliant wage statements, failed to maintain
20 requisite payroll records, and failed to reimburse necessary business expenses, and thereby
21 engaged in unfair business practices and conduct giving rise to civil penalties recoverable under
22 the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.).
23 Plaintiffs also asserted that Class Members and PAGA Members were expected to perform similar
24 job duties and were subject to the same or similar operations and employment policies, practices,
25 and procedures. Additionally, Plaintiffs asserted that Defendant’s recordkeeping practices with
26 respect to Plaintiffs, Class Members, and PAGA Members were substantially the same during the
27 time period at issue. As a result of said alleged uniform practices, Plaintiffs claim that Class
28 Members were not paid all of the compensation that was owed to them by Defendant. Thus, in

1 Class Counsel's view, it is clear that the outcome of this litigation would be determined by
2 Defendant's uniform operations and employment practices, policies, and procedures that Plaintiffs
3 allege applied across Defendant's hourly-paid or non-exempt employees in California during the
4 relevant time period.

5 17. Class Counsel is aware of the defenses and position of Defendant, but believes that
6 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class
7 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
8 and the difficulties and delays inherent in such litigation, including those involved in class
9 certification and/or representative adjudication. Plaintiffs and Class Counsel further recognize the
10 burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's
11 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class
12 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
13 mediator, who is experienced and well-regarded in complex labor and employment matters.

14 18. Defendant, on the other hand, denied and continues to deny any liability and
15 wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the
16 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
17 the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
18 also had the opportunity to conduct investigations and gather documents and information relating
19 to Plaintiffs' and Class Members' employment with Defendant, and Defendant's operations and
20 employment policies, practices, and procedures. The Parties also reviewed and analyzed a volume
21 of documents and data, including but not limited to a detailed sampling of Class Members' time
22 and pay information, to determine the potential value and strength of the claims. The available
23 information enabled Class Counsel to assess and value the class and PAGA claims and prepare
24 violation, damages, and penalties analyses and models. Accordingly, the Parties have conducted
25 adequate investigation and discovery to be sufficiently informed of the nature and extent of the
26 class and PAGA claims, and to enable both sides to fully evaluate the Settlement for its fairness,
27 adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of
28 each side's position and the uncertainty of how the cases might have concluded at certification,

trial, and/or appeals.

19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount, less Miranda's Individual Settlement Payment ("Class Settlement Fund Amount") (i.e., \$234,500.00), and expenses and costs in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00), which will be paid out of the Total Settlement Amount subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

20. The Settlement Agreement provides for payment of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff Osby as an Enhancement Payment, to be paid out of the Total Settlement Amount subject to approval by the Court. Plaintiff Osby spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff Osby was available whenever Class Counsel needed Plaintiff Osby, and actively tried to obtain information that would facilitate the pursuit of the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiff Osby to receive an Enhancement Payment, in addition to individual settlement payments, for services performed in the matter on behalf of the Class, PAGA Members, and State of California.

21. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation. Class

Counsel recognized the circumstances and realities of the cases, applicable case law and regulations, and risks to recovery and applied appropriate discounts.

22. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interests of Plaintiffs, the Class, PAGA Members, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the cases, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 6th day of November 2023, at Glendale, California.



Yasmin Hosseini

EXHIBIT 1

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Agreement,” “Settlement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiffs Asia Osby (“Plaintiff
4 Osby”) and Monica Miranda (“Plaintiff Miranda”) (collectively, “Plaintiffs”), on behalf of all others
5 similarly situated and the State of California with respect to aggrieved employees pursuant to the Private
6 Attorneys General Act, and Defendant Self-Realization Fellowship Church (“Defendant”) (collectively,
7 with Plaintiffs, the “Parties”).

8 This Settlement Agreement shall be binding on Plaintiffs, PAGA Members and Settlement Class
9 Members (as defined herein), the State of California as to the employment of PAGA Members (as
10 defined herein), and on Defendant, subject to the terms and conditions hereof and the approval of the
11 Court.

12 **RECITALS**

13 1. On August 16, 2021, Plaintiff Osby filed a Class Action Complaint for Damages against
14 Defendant in the Superior Court of California for the County of Los Angeles, thereby commencing the
15 action entitled *Asia Osby v. Self Realization Fellowship*, Case No. 21STCV30136, alleging causes of
16 action for violation of (1) California Labor Code §§ 510 and 1198 (Unpaid Overtime), (2) California Labor
17 Code §§ 226.7 and 512(a) (Non-Compliant Meal Periods and Unpaid Premiums), (3) California Labor
18 Code § 226.7 (Non-Compliant Rest Periods and Unpaid Premiums), (4) California Labor Code §§ 1194,
19 1197 and 1197.1 (Unpaid Minimum Wages), (5) California Labor Code §§ 201 and 202 (Final Wages Not
20 Timely Paid), (6) California Labor Code § 204 (Wages Not Timely Paid During Employment), (7)
21 California Labor Code § 226(a) (Non-Compliant Wage Statements), (8) California Labor Code § 1174(d)
22 (Failure to Keep Requisite Payroll Records), (9) California Labor Code §§ 2800 and 2802 (Unreimbursed
23 Business Expenses), and (10) California Labor Code and California Business & Professions Code §
24 17200, *et seq.* (“Osby Class Action”). The Osby Class Action is plead as a putative class action with
25 respect to a putative class consisting of hourly-paid or non-exempt employees who worked for Defendant
26 in California during the period August 16, 2017 to final judgment.

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2. On August 25, 2021, Plaintiff Osby provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant by Certified Mail of her intent to seek civil penalties for Defendant’s alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, LWDA Case No. LWDA-CM-842530-21 (“Osby LWDA Notice”).

3. On October 29, 2021, Plaintiff Osby filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* in the Superior Court of California for the County of Los Angeles, thereby commencing the action entitled *Asia Osby v. Self-Realization Fellowship Church, et al.*, Case No. 21STCV39999 (“Osby PAGA Action”). The Osby PAGA Action pleads a single cause of action for civil penalties under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* with respect to aggrieved employees consisting of hourly-paid or non-exempt employees who worked for Defendant in California.

4. On September 17, 2021, Plaintiff Miranda provided written notice to the LWDA by online submission and to Defendant by Certified Mail of her intent to seek civil penalties for Defendant’s alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, LWDA Case No. LWDA-CM-845025-21 (“Miranda LWDA Notice”).

5. On November 10, 2021, Plaintiff Miranda filed a Class Action Complaint for Damages against Defendant in the Superior Court of California for the County of Los Angeles, thereby commencing the action entitled *Monica Miranda v. Self-Realization Fellowship Church, et al.*, Case No. 21STCV41440, alleging causes of action for violation of (1) California Labor Code §§ 510 and 1198 (Unpaid Overtime), (2) California Labor Code §§ 226.7 and 512(a) (Non-Compliant Meal Periods and Unpaid Premiums), (3) California Labor Code § 226.7 (Non-Compliant Rest Periods and Unpaid Premiums), (4) California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid), (5) California Labor Code § 204 (Wages Not Timely Paid During Employment), (6) California Labor Code § 226(a) (Non-Compliant Wage Statements), (7) California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records), (8) California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses), and (9) California Labor Code and California Business & Professions Code § 17200, *et seq.* (“Miranda Class Action”). The Miranda Class Action is plead as a putative class action with respect to a putative class consisting of Defendant’s current and former salaried “managers” employed by Defendant in California

1 during the period November 10, 2017 to final judgment.

2 6. On November 22, 2021, Plaintiff Miranda filed a Complaint for Enforcement Under the
3 Private Attorneys General Act, California Labor Code § 2698, *et seq.* in the Superior Court of California
4 for the County of Los Angeles, thereby commencing the action entitled *Monica Miranda v. Self-*
5 *Realization Fellowship Church, et al.*, Case No. 21STCV43015 (“Miranda PAGA Action”). The Miranda
6 PAGA Action pleads a single cause of action for civil penalties under the Private Attorneys General Act,
7 California Labor Code § 2698, *et seq.* with respect to aggrieved employees consisting of (a) all current
8 and former hourly-paid or non-exempt employees who were employed by Defendant in California as well
9 as (b) all current and former salaried employees who worked for Defendant in California and who were
10 classified “exempt” under the administrative, executive, professional, and/or inside sales exemptions and
11 who purportedly did not meet the requirements of the exemptions.

12 7. On December 9, 2021, the Osby Class Action, Osby PAGA Action, Miranda Class Action,
13 and Miranda PAGA Action were deemed related within the meaning of California Rules of Court, rule
14 3.300(a), with the Osby Class Action being deemed the lead case.

15 8. For purposes of this Agreement, the term “Actions” is defined collectively to include the
16 Osby Class Action, Osby PAGA Action, Miranda Class Action, and Miranda PAGA Action.

17 9. Defendant denies all material allegations set forth in the Actions and has asserted
18 numerous affirmative defenses.

19 10. In the interest of avoiding further litigation, the Parties desire to resolve the Actions,
20 Released Class Claims, and Released PAGA Claims, under the terms provided for herein.

21 11. Class Counsel diligently investigated the proposed class and PAGA claims against
22 Defendant, including any and all applicable defenses and the applicable law, which are contemplated to
23 be resolved by way of this settlement. The investigation included, *inter alia*, the exchange of
24 information, data, and documents, and review of numerous policies and practices.

25 12. On January 23, 2023, the Parties participated in a mediation with Jeffrey Krivis, Esq. (the
26 “Mediator”), a respected mediator of complex wage and hour actions, however the cases did not settle.
27 The settlement discussions were conducted at arm’s-length both at and after the January 23, 2023
28 mediation, and with the assistance of the Mediator’s evaluations, the Parties eventually reached the

Settlement that is memorialized herein. The Settlement is the result of an informed and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel believes that the Settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

13. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

14. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Actions, and all actual costs incurred and to be incurred by Class Counsel in the Actions, as set forth in Paragraph 21 below.

b. "Class Counsel" or "Plaintiff's Counsel" mean Arby Aiwazian, Joanna Ghosh, and Yasmin Hosseini of Lawyers *for* Justice, PC, who will seek to be appointed counsel for the Class.

c. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include the following for each individual who is within the definition of the Class: full name, last known mailing address, Social Security Number, start and end dates employed as an hourly-paid or non-exempt employee of Defendant in California during the Class Period and the PAGA Period, and such other information as is necessary for the Settlement Administrator to calculate the number of Workweeks (as defined below) to be credited to each Class Member during the Class Period and the number of

1 Workweeks to be credited to each PAGA Member during the PAGA Period (as defined below).

2 d. “Class Member(s)” or “Class” mean all current and former hourly-paid and non-
3 exempt employees of Defendant in the State of California employed during the Class Period.

4 e. “Class Notice” means the Notice of Class Action Settlement, substantially in the
5 form attached as “**Exhibit A.**”

6 f. “Class Period” means the time period from August 16, 2017 through May 15, 2023,
7 subject to Paragraph 49.

8 g. “Plaintiffs” mean Asia Osby and Monica Miranda.

9 h. “Class Settlement” means the settlement and resolution of Released Class Claims.

10 i. “Court” means the Superior Court of the State of California for the County of Los
11 Angeles.

12 j. “Defendant” means Self-Realization Fellowship Church.

13 k. “Defendant’s Counsel” means Matthew M. Sonne and Lauren J. Blaes of
14 Sheppard, Mullin, Richter & Hampton, LLP.

15 l. “Effective Date” means the last to occur of the following: (a) the 61st day after
16 service of notice of entry of the Final Approval Order and Judgment; or (b) if an appeal, review, or writ
17 is sought from the Final Approval Order and Judgment, the day after the Final Approval Order and
18 Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Approval Order
19 and Judgment is no longer subject to further judicial review. Prior to the Effective Date, Defendant will
20 not be required to fund the Settlement, in whole or in part, through the Settlement Administrator or any
21 third party.

22 m. “Enhancement Payment” means the amount to be paid to Plaintiff Osby in
23 recognition of her effort and work in prosecuting the Osby Class Action and Osby PAGA Action on
24 behalf of Class Members, State of California, and PAGA Members, as set forth in Paragraph 22 below.

25 n. “Employer Taxes” means the employer’s share of taxes and contributions in
26 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
27 separately and in addition to the Total Settlement Amount.

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1 o. “Final Approval” means the determination by the Court that the Settlement is
2 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

3 p. “Final Approval Hearing” means the hearing at which the Court will consider and
4 determine whether the Settlement should be granted Final Approval.

5 q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Member
6 Amount (i.e., 25% of the PAGA Amount) that a PAGA Member may be eligible to receive under the
7 PAGA Settlement, to be calculated in accordance with Paragraph 26.

8 r. “Individual Settlement Payment” means the net payment of each Settlement Class
9 Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
10 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
11 Paragraph 36 below.

12 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
13 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in
14 accordance with Paragraph 25.

15 t. “LWDA Payment” means the amount of Fifty-Two Thousand Five Hundred
16 Dollars and Zero Cents (\$52,500.00) (i.e., 75% of the PAGA Amount) that the Parties have agreed to
17 pay to the LWDA for the PAGA Settlement, as set forth in Paragraph 24.

18 u. “Miranda Individual Settlement Payment” means the amount to be paid to
19 Plaintiff Miranda for her individual general release of claims and Civil Code section 1542 waiver, as set
20 forth in Paragraphs 17 and 18 below.

21 v. “Net Settlement Amount” means the portion of the Total Settlement Amount that
22 is available for distribution to Settlement Class Members, which is the Total Settlement Amount less the
23 Miranda Individual Settlement Payment, the Court-approved Enhancement Payment, Settlement
24 Administration Costs, PAGA Amount, and Attorneys’ Fees and Costs.

25 w. “Notice of Objection” means a Settlement Class Member’s written objection to
26 the Class Settlement, which must: (a) contain the case name and number of the Osby Class Action; (b)
27 contain the Settlement Class Member’s full name, signature, address, telephone number, and the last
28 four (4) digits of his or her Social Security number, (c) contain a written statement of all grounds for

the objection accompanied by any legal support for such objection, (d) include copies of any papers, briefs, or other documents upon which the objection is based, and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

x. “PAGA Amount” means the allocation of Seventy Thousand Dollars and Zero Cents (\$70,000.00) from the Total Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or \$52,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$17,500.00, will be distributed to PAGA Members based on their Workweeks during the PAGA Period (i.e., PAGA Member Amount).

y. “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.

z. “PAGA Member Amount” means the amount of Seventeen Thousand Five Hundred Dollars and Zero Cents (\$17,500.00). i.e., 25% of the PAGA Amount, to be distributed to PAGA Members on a *pro rata* basis based on their Workweeks during the PAGA Period.

aa. “PAGA Period” means the time period from August 25, 2020 through the date of Preliminary Approval.

bb. “PAGA Settlement” means the settlement and resolution of Released PAGA Claims.

cc. “Parties” means Plaintiffs and Defendant, collectively, and “Party” means either Plaintiff Osby, Plaintiff Miranda, or Defendant.

dd. “Preliminary Approval” means entry of the Court order granting preliminary approval of the Settlement Agreement.

ee. “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-

1 clock work; failure to provide accurate itemized wage statements; failure to reimburse business
2 expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at
3 separation of employment; failure to provide one day's rest in a seven-day workweek; failure to maintain
4 accurate records, including payroll records; misclassification; unfair business practices; penalties,
5 including but not limited to recordkeeping penalties, wage statement penalties, minimum-wage
6 penalties, and waiting-time penalties; interest; and attorneys' fees and costs. The Released Class Claims
7 expressly include all claims arising under the California Labor Code (including but not limited to
8 Sections 200-204, 206, 210, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 551, 552, 558, 1174, 1174.5,
9 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802); the Wage Orders of the California Industrial
10 Welfare Commission; California Business and Professions Code Section 17200, *et seq.*; the California
11 Civil Code, including but not limited to Sections 3287, 3336, and 3294; 8 CCR Section 11040;
12 California Code of Civil Procedure, including but not limited to Section 1021.5; and the Fair Labor
13 Standards Act, 29 U.S.C. Section 201, *et seq.* The Released Class Claims do not include claims not
14 permitted to be released by law.

15 ff. "Released PAGA Claims" means any and all claims for civil penalties under the
16 California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"),
17 that were alleged or which could have been alleged based on the factual allegations in the Osby LWDA
18 Notice and Osby PAGA Action, Miranda LWDA Notice (only pertaining to Defendant's current and
19 former hourly-paid and non-exempt employees during the Class Period), and Miranda PAGA Action
20 (only pertaining to Defendant's current and former hourly-paid and non-exempt employees during the
21 Class Period), arising during the PAGA Period, including all claims and potential claims for penalties
22 recoverable under PAGA concerning failure to pay all wages due, including minimum wages, straight
23 time compensation, overtime compensation, double-time compensation, reporting time compensation,
24 and interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods;
25 failure to pay proper meal and/or rest period penalties; payment for all hours worked, including off-the-
26 clock work; failure to provide accurate itemized wage statements; failure to reimburse business
27 expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at
28 separation of employment; failure to provide one day's rest in a seven-day workweek; failure to maintain

accurate records, including payroll records; misclassification; 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.

gg. "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.

hh. "Request for Exclusion" means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Osby Class Action, (b) contain the full name, signature, address, telephone number, and the last four (4) digits of the Social Security Number of the Class Member requesting exclusion, (c) clearly state that the Class Member does not wish to be included in the Class Settlement, and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

ii. "Response Deadline" means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or dispute of the number of Workweeks credited to them, which shall be the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case

1 the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The
2 Response Deadline may also be extended by express agreement between Class Counsel and Defendant's
3 Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to
4 extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class Member, the
5 Response Deadline for that Class Member shall be the extended by fifteen (15) calendar days from the
6 original deadline.

7 jj. "Settlement Administrator" means ILYM Group, Inc., or any other third-party
8 class action settlement administrator agreed to by the Parties and approved by the Court for purposes of
9 administering this Settlement. The Parties each represent that they do not have any financial interest in
10 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
11 could create a conflict of interest.

12 kk. "Settlement Administration Costs" means the costs payable from the Total
13 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this
14 Settlement, as set forth in Paragraph 23 below.

15 ll. "Settlement Class Members" means all Class Members who do not submit a timely
16 and valid Request for Exclusion.

17 mm. "Total Settlement Amount" means the amount of Seven Hundred Thousand
18 Dollars and Zero Cents (\$700,000.00). Defendant will pay the Total Settlement Amount in full
19 resolution of all Released Class Claims, Released PAGA Claims, and the Actions, which includes all
20 Attorneys' Fees and Costs to be paid to Class Counsel, Enhancement Payment to be paid to Plaintiff Osby,
21 Miranda Individual Settlement Payment to be paid to Plaintiff Miranda, PAGA Amount to be paid to the
22 State of California and PAGA Members, Net Settlement Amount to be paid to the Settlement Class
23 Members, and Settlement Administration Costs. The Employer's Taxes will be paid separately and in
24 addition to the Total Settlement Amount.

25 nn. "Workweeks" means the number of weeks each Class Member and/or PAGA
26 Member was employed by Defendant as an hourly-paid or non-exempt employee in California, which
27 will be determined by the Settlement Administrator based on the start and end dates of employment as
28 an hourly-paid or non-exempt employee for Defendant in California.

1 **CLASS CERTIFICATION**

2 15. For the purposes of this Settlement only, the Parties stipulate to the certification of the
3 Class.

4 16. The Parties agree that certification for the purpose of settlement is not an admission that
5 certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
6 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part
7 of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be
8 admissible in connection with, the issue of whether or not certification would be inappropriate in a non-
9 settlement context.

10 **TERMS OF AGREEMENT**

11 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
12 forth herein, the Parties agree, subject to the Court's approval, as follows:

13 17. Plaintiff Miranda's Dismissal. No later than ten (10) calendar days after the signing of
14 this Agreement and the Court's entry of the Final Approval Order and Judgment, Plaintiff Miranda will
15 file with the Court in each of the Miranda Class Action and Miranda PAGA Action a Request for
16 Dismissal with prejudice as to Plaintiff Miranda's individual claims and without prejudice as to other
17 current and former employees of Defendant.

18 18. Miranda Individual Settlement. Defendant agrees to pay a Miranda Individual Settlement
19 Payment in the amount of Thirty Thousand Dollars and Zero Cents (\$30,000.00) to Plaintiff Miranda.
20 The Miranda Individual Settlement Payment will be paid from the Total Settlement Amount. Plaintiff
21 Miranda shall be solely and legally responsible for correctly characterizing this compensation for tax
22 purposes and for paying any taxes on the amounts received. Plaintiff Miranda agrees to indemnify and
23 hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of
24 the Miranda Individual Settlement Payment. The Miranda Individual Settlement Payment will be paid
25 thirty (30) calendar days after the Effective Date, subject to the following conditions precedent having
26 been satisfied: (1) this Agreement has been executed by Plaintiff Miranda and returned to Defendant's
27 counsel; (2) Defendant's counsel is provided with a completed IRS W-9 for Plaintiff Miranda and
28 Miranda's counsel; (3) the Court approved the dismissal of each of the Miranda Class Action and

1 Miranda PAGA Action with prejudice as to Miranda's individual claims and without prejudice as to the
2 other current and former employees; and (4) the 7-day revocation period under the Older Workers
3 Benefit Protection Act (OWBPA) has expired. The Miranda Individual Settlement Payment will be
4 mailed by Defendant to Class Counsel at 410 West Arden Avenue, Suite 203, Glendale, California
5 91203.

6 19. Funding of the Settlement Amount. Within fifteen (15) calendar days after the Effective
7 Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid
8 by Defendant pursuant to the terms of the Settlement Agreement. Within thirty (30) calendar days after
9 the Effective Date, Defendant will fund with the Settlement Administrator the Total Settlement Amount
10 less the Miranda Individual Settlement Payment ("Class Settlement Fund Amount"), plus an amount
11 sufficient for Employer Taxes, into a settlement account to be established by the Settlement Administrator.

12 20. Distribution of the Settlement Amount. Within seven (7) calendar days of the date on which
13 the Settlement Administrator receives the Class Settlement Fund Amount, the Settlement Administrator
14 will distribute the Court-approved Enhancement Payment to Plaintiff Osby, the LWDA Payment to the
15 LWDA, the Court-approved Settlement Administration Costs to itself, the Individual Settlement Payments
16 to Settlement Class Members, the Individual PAGA Payments to PAGA Members, and Court-approved
17 Attorneys' Fees and Costs to Class Counsel. The Settlement Administrator will also undertake filings
18 and remittances in connection with the employee's share of taxes on the wages portion of Individual
19 Settlement Shares and the Employer Taxes, that are necessary for administration of the Settlement.

20 21. Attorneys' Fees and Costs. Class Counsel will request, and Defendant will not oppose,
21 attorneys' fees of up to thirty-five percent (35%) of the Class Settlement Fund Amount (i.e., up to Two
22 Hundred Thirty-Four Thousand Five Hundred Dollars and Zero Cents (\$234,500.00) if the Class
23 Settlement Fund Amount remains \$670,000.00) and reimbursement of actual costs and expenses
24 incurred by Class Counsel in the Actions, upon proof, in an amount not to exceed Thirty-Five Thousand
25 Dollars and Zero Cents (\$35,000.00), both of which will be paid from the Total Settlement Amount
26 subject to Court approval. These amounts will cover any and all work performed and any and all costs
27 incurred by Class Counsel in connection with the litigation of the Actions, including without limitation
28 all work performed and costs incurred to date in the Actions, and all work to be performed and all costs

1 to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including
2 any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely
3 and legally responsible for correctly characterizing this compensation for tax purposes and for paying
4 any taxes on the amounts received. Any portion of the Attorneys' Fees and Costs not awarded to Class
5 Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members.

6 22. Enhancement Payment. In recognition of her efforts and work in prosecuting the Osby
7 Class Action and Osby PAGA Action, Defendant agrees not to oppose any application or motion for an
8 Enhancement Payment in an amount up to Seven Thousand Five Hundred Dollars and Zero Cents
9 (\$7,500.00) to Plaintiff Osby. The Enhancement Payment, which will be paid from the Total Settlement
10 Amount, subject to Court approval, will be in addition to any individual settlement payment(s) Plaintiff
11 Osby may be eligible to receive under the Settlement. The Settlement Administrator will issue an IRS
12 Form 1099 to Plaintiff Osby for the Enhancement Payment, and Plaintiff Osby shall be solely and legally
13 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on
14 the amounts received. Plaintiff Osby agrees to indemnify and hold Defendant harmless from any claim
15 or liability for taxes, penalties, or interest arising as a result of the Enhancement Payment. Should the
16 Court approve the Enhancement Payment to Plaintiff Osby in an amount that is less than that set forth
17 above, the difference between the lesser amount approved by the Court and the amount allocated toward
18 the Enhancement Payment will be part of the Net Settlement Amount for the benefit of Settlement Class
19 Members.

20 23. Settlement Administration Costs. The Settlement Administrator will be paid for the
21 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
22 which is currently estimated not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00).
23 These costs, which will be paid from the Total Settlement Amount, subject to Court approval, will
24 include, *inter alia*, translating (to Spanish), printing, distributing, and tracking Class Notices and other
25 documents for this Settlement, calculating and distributing payments due under the Settlement, issuing
26 of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances,
27 providing necessary reports and declarations, and other duties and responsibilities set forth herein to
28 process this Settlement, and as requested by the Parties. To the extent actual Settlement Administration

Costs are greater than the estimated amount stated herein, such excess amount will be paid from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the requirement settlement administration duties will become part of the Net Settlement Amount for the Settlement Class Members.

24. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Seventy Thousand Dollars and Zero Cents (\$70,000.00) from the Total Settlement Amount will be allocated toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$52,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$17,500.00, will be distributed to PAGA Members (i.e., the PAGA Member Amount) on a *pro rata* basis, based on Workweeks during the PAGA Period (i.e., the Individual PAGA Payments).

25. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks during the Class Period as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks during the Class Period 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.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the Class Period to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual Settlement Share.

26. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Member Amount based on the PAGA Members' number of Workweeks during the PAGA Period as follows: The Settlement Administrator will divide the PAGA Member Amount, i.e., 25% of the PAGA Amount, by the total number of Workweeks during the PAGA

Period for all PAGA Members to yield the “PAGA Workweek Value,” and multiply each PAGA Member’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

27. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiffs, any Settlement Class Members, or any PAGA Members to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiffs, any Settlement Class Members, or any PAGA Members to any increased retirement, 401K or 403(b) benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

28. Delivery of the Class List. Within thirty (30) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

29. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in (in the form attached as “**Exhibit A**” to this Settlement Agreement) to all Class Members in English and Spanish via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Class Notices that are returned as undeliverable with a forwarding address on or before the Response Deadline, the Settlement Administrator will re-mail the Class Notice within five (5) calendar days to the forwarding address. With respect to Class Notices that are returned as undeliverable without a forwarding address on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar days.

1 30. Dispute Regarding Workweeks. Class Members will have an opportunity to dispute the
2 number of Workweeks to which they have been credited, as reflected in their respective Class Notices.
3 In order to dispute Workweeks, Class Members must submit a written letter to the Settlement
4 Administrator that must: (a) contain the case name and number of the Osby Class Action, (b) contain
5 the full name, signature, address, telephone number, and the last four (4) digits of the Social Security
6 Number of the disputing Class Member, (c) clearly state that the Class Member disputes the number of
7 Workweeks credited to him or her and what he or she contends is the correct number to be credited to
8 him or her, (d) include information and/or attach documentation demonstrating that the number of
9 Workweeks that he or she contends should be credited to him or her are correct, and (e) be returned by
10 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
11 Deadline. The date of the postmark on the return mailing envelope on the submission will be the
12 exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting
13 the accuracy of Defendant's records and data as they pertain to the number of Workweeks to be credited
14 to a disputing Class Member, Defendant's records will be presumed correct and determinative of the
15 dispute. However, if a Class Member produces information and/or documents to the contrary, the
16 Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement
17 Administrator will resolve and determine the number of eligible Workweeks that the disputing Class
18 Member should be credited with under the Settlement. The Settlement Administrator's decision on such
19 disputes will be final and non-appealable.

20 31. Settlement Checks. The Settlement Administrator will be responsible for undertaking
21 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
22 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
23 PAGA Members in accordance with this Settlement Agreement. When issuing payments, the Settlement
24 Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one
25 check if the intended recipient for both payments is one individual. Each Individual Settlement Payment
26 and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
27 calendar days from the date the checks are issued, and thereafter, shall be canceled. All funds associated
28 with such canceled checks will be transmitted to the State Controller's Office, Unclaimed Property

1 Division in the name of the Settlement Class Member and/or PAGA Member. The Settlement
2 Administrator shall undertake amended and/or supplemental tax filings and reporting, required under
3 applicable local, state, and federal tax laws, that are necessitated due to the cancelation of any Individual
4 Settlement Payment and Individual PAGA Payment checks. Settlement Class Members whose Individual
5 Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA
6 Members whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the
7 PAGA Settlement.

8 32. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member
9 wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the
10 Settlement Administrator, by mail, within the Response Deadline. The date of the postmark on the return
11 mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been
12 timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
13 Counsel the number of timely and valid Requests for Exclusion that are submitted, and also identify the
14 individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be
15 filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a
16 Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class
17 Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement
18 and will not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
19 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will
20 be bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the
21 Released Class Claims, as well as any judgment that may be entered by the Court if it grants Final
22 Approval. Notwithstanding the above, all PAGA Members will be bound to the PAGA Settlement and
23 will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for
24 Exclusion. Plaintiffs shall not opt out or submit a Request for Exclusion to the Class Settlement.

25 33. Procedures for Objecting to the Class Settlement. To object to the Class Settlement,
26 Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) must
27 submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, on or before
28 the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and

1 contain all information required by this Settlement Agreement. The postmark date will be deemed the
2 exclusive means for determining that the Notice of Objection is timely. At no time will any of the
3 Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the
4 Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members,
5 individually or through counsel, may present their objection orally at the Final Approval Hearing,
6 regardless of whether they have submitted a Notice of Objection. Plaintiffs shall not object to the Class
7 Settlement.

8 34. Reports by the Settlement Administrator Regarding Settlement Administration. The
9 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which
10 certifies: (a) the number of Class Members who have submitted a dispute of Workweeks; (b) the number
11 of Class Members who have submitted timely and valid Requests for Exclusion or timely and complete
12 Notices of Objection; and (c) the number of undeliverable and re-mailed Class Notices. Additionally,
13 the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
14 administration of the Settlement Agreement as needed or requested, and immediately notify the Parties
15 when it receives a request from an individual or any other entity regarding inclusion in the Class and/or
16 Settlement.

17 35. Certification of Completion. Upon completion of administration of the Settlement, the
18 Settlement Administrator will provide a written declaration under oath to certify such completion to the
19 Court and counsel for all Parties.

20 36. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each
21 Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty percent (80%)
22 penalties, interest, and other non-wage damages. The portion allocated to wages will be reported on an
23 IRS Form W-2 and the portions allocated to interest, penalties, and other non-wage damages will be
24 reported on an IRS Form-1099 (if applicable) by the Settlement Administrator. The Settlement
25 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
26 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
27 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and
28 withholdings). The Employer Taxes will be paid separately and in addition to the Total Settlement

1 Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties
2 and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator. The
3 Settlement Administrator will not undertake any withholding or deductions with respect to the
4 Individual PAGA Payment.

5 37. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
6 will be responsible for issuing to Plaintiff Osby, Settlement Class Members, PAGA Members, and Class
7 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
8 this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all
9 payroll taxes, contributions, and withholdings to the appropriate government authorities.

10 38. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not
11 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
12 taxability, nor shall anything in this Settlement Agreement be relied on as such. Parties agree that
13 Plaintiffs, Settlement Class Members, and PAGA Members understand and agree that, except for
14 Defendant's payment of Employer Taxes, they will be solely responsible for correctly characterizing
15 any compensation received by them under the Settlement, on their personal income tax returns and
16 paying any and all taxes due for any and all amounts paid to them under the Settlement.

17 39. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR
18 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
19 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
20 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT
21 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
22 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
23 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE
24 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
25 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
26 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,
27 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING
28 TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT

ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

40. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

41. Release of Released Class Claims by all Settlement Class Members. 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.

42. Release of Released PAGA Claims by all PAGA Members. 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.

43. General Release of Claims by Plaintiff Osby. Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff Osby will be deemed to have fully and finally released and discharged the Released Parties of and from any and all claims whether known or unknown, arising under any federal, state and/or local law or statute, ordinance, regulation, common law, or other source of law,

1 including but not limited to claims arising from or related to her employment with Defendant, separation
2 of employment from Defendant, her compensation while an employee of Defendant, and any acts that
3 have or could have been asserted in any legal action or proceeding against Defendant (“Plaintiff Osby’s
4 Released Claims”). Plaintiff Osby’s Released Claims include all claims alleged or could have been alleged
5 in the Actions, including but not limited to state and/or federal wage and hour claims, failure to pay all
6 wages due, including minimum wages, straight time compensation, overtime compensation, double-time
7 compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; failure
8 to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties;
9 payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage
10 statements; failure to reimburse business expenses; failure to timely pay all wages during employment;
11 failure to timely pay all wages due at separation of employment; failure to provide one day’s rest in a
12 seven-day workweek; failure to maintain accurate records, including payroll records; misclassification;
13 unfair business practices; penalties, including but not limited to recordkeeping penalties, wage statement
14 penalties, minimum-wage penalties, and waiting-time penalties; interest; and attorneys’ fees and costs.
15 Plaintiff Osby’s Released Claims also expressly include all claims arising under the California Labor Code
16 (including but not limited to Sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216,
17 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 256, 450,
18 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198,
19 2800, 2802, 2698 *et seq.*, and 2699 *et seq.*); the Wage Orders of the California Industrial Welfare
20 Commission; PAGA; California Business and Professions Code Section 17200, *et seq.*; the California
21 Civil Code, including but not limited to Sections 3287, 3336, and 3294; 8 CCR Sections 11040; California
22 Code of Civil Procedure, including but not limited to Section 1021.5; the California common law of
23 contract; the Fair Labor Standards Act, 29 U.S.C. Section 201, *et seq.*; federal common law; and the
24 Employee Retirement Income Security Act, 29 U.S.C. Section 1001, *et seq.* (“ERISA”). By signing this
25 agreement, Plaintiff Osby is deemed to opt into the release, settlement, compromise, relinquishment,
26 and discharge of the Released Parties of all claims arising under the Fair Labor Standards Act, U.S.C.
27 Section 201, *et seq.* Plaintiff Osby’s Released Claims also include all claims for lost wages and benefits.
28 This release excludes the release of claims not permitted by law. Plaintiff Osby’s Released Claims include

1 all claims, whether known or unknown. Even if Plaintiff Osby discovers facts in addition to or different
2 from those that she now knows or believes to be true with respect to the subject matter of Plaintiff Osby's
3 Released Claims, those claims will remain released and forever barred. Thus, Plaintiff Osby expressly
4 waive and relinquishes the provisions, rights and benefits of California Civil Code Section 1542, which
5 reads:

6 **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
7 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
8 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
9 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
10 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**
11 **OR RELEASED PARTY."**

12 44. General Release of Claims by Plaintiff Miranda. Upon the Effective Date and full funding
13 of the Total Settlement Amount, Plaintiff Miranda will be deemed to have fully and finally released and
14 discharged the Released Parties of and from any and all claims, known and unknown, under any federal,
15 state and/or local law or statute, ordinance, regulation, common law, or other source of law, including but
16 not limited to claims arising from or related to her employment with Defendant, separation of employment
17 from Defendant, her compensation while an employee of Defendant, and any acts that have or could have
18 been asserted in any legal action or proceeding against Defendant ("Plaintiff Miranda's Released
19 Claims"). Plaintiff Miranda's Released Claims includes all claims alleged or could have been alleged in
20 the Actions, including but not limited to state and/or federal wage and hour claims, failure to pay all wages
21 due, including minimum wages, straight time compensation, overtime compensation, double-time
22 compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; failure
23 to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties;
24 payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage
25 statements; failure to reimburse business expenses; failure to timely pay all wages during employment;
26 failure to timely pay all wages due at separation of employment; failure to provide one day's rest in a
27 seven-day workweek; failure to maintain accurate records, including payroll records; misclassification;
28 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.
Plaintiff Miranda's Released Claims also expressly include all claims arising under the California Labor

Code (including but not limited to Sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2800, 2802, 2698 *et seq.*, and 2699 *et seq.*); the Wage Orders of the California Industrial Welfare Commission; PAGA; 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 Sections 11040; California Code of Civil Procedure, including but not limited to Section 1021.5; the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. Section 201, *et seq.*; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. Section 1001, *et seq.* (“ERISA”). By signing this agreement, Plaintiff Miranda is deemed to opt into the release, settlement, compromise, relinquishment, and discharge of the Released Parties of all claims arising under the Fair Labor Standards Act, U.S.C. Section 201, *et seq.*. Plaintiff Miranda’s Released Claims also include all claims for lost wages and benefits. This release excludes the release of claims not permitted by law. Plaintiff Miranda’s Released Claims include all claims, whether known or unknown. Even if Plaintiff Miranda discovers facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiff Miranda’s Released Claims, those claims will remain released and forever barred. Thus, Plaintiff Miranda expressly waive and relinquishes the provisions, rights and benefits of California Civil Code Section 1542, which reads:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Further, as to Plaintiff Miranda, this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that Plaintiff Miranda has or may have under the Federal Age Discrimination In Employment Act, as amended by the Older Workers Benefit Protection Act of 1990, 29 U.S.C. § 621 *et seq.* This paragraph and this Agreement are written in a manner calculated to be understood by Plaintiff Miranda. Plaintiff Miranda is hereby advised in writing to consult with an attorney before signing this Agreement. Plaintiff Miranda has had a reasonable time of up to twenty-one (21) calendar days in which

1 to consider signing this Agreement. If Plaintiff Miranda decides not to use all twenty-one (21) calendar
2 days, Plaintiff Miranda knowingly and voluntarily waives any claims that Plaintiff Miranda was not given
3 the 21-day period or did not use the entire twenty-one (21) calendar days to consider this Agreement.
4 Plaintiff Miranda may revoke this Agreement at any time within the 7-day period following the date
5 Plaintiff Miranda signs this Agreement by providing written notice of revocation to Defendant's counsel
6 of record. The Agreement shall not become effective or enforceable until after this 7-day revocation
7 period has expired. If Plaintiff Miranda revokes the Agreement, Plaintiff Miranda will not receive the
8 consideration set forth in the Agreement.

9 45. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

10 Upon execution of this Settlement Agreement, Class Counsel shall promptly obtain a hearing date for
11 the Motion for Preliminary Approval of the Settlement, which Class Counsel will be responsible for
12 drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel
13 will provide Defendant's Counsel a draft of the motion before filing it with the Court. Defendant agrees
14 not to oppose the Motion for Preliminary Approval of the Settlement consistent with this Settlement
15 Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval
16 Order"), which shall be mutually agreed upon by the Parties, seeking the following:

- 17 a. Conditionally certifying the Class for settlement purposes only;
- 18 b. Granting Preliminary Approval of the Settlement;
- 19 c. Preliminarily appointing Plaintiff Osby as representative of the Class;
- 20 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 21 e. Approving, as to form and content, the mutually-agreed upon and proposed Class
22 Notice and directing its mailing to the Class by First-Class U.S. Mail;
- 23 f. Approving the manner and method for Class Members to object to or request
24 exclusion from the Class Settlement as contained herein and within the Class Notice; and
- 25 g. Scheduling a Final Approval Hearing at which the Court will determine whether
26 Final Approval should be granted.

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1 46. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
2 the Response Deadline, and with the Court’s permission, a Final Approval Hearing will be conducted to
3 determine whether Final Approval of the Settlement should be granted, along with the amounts properly
4 payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment;
5 (d) Attorneys’ Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The
6 Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response
7 Deadline. Class Counsel will be responsible for drafting the motion seeking Final Approval of the
8 Settlement. Class Counsel will provide Defendant’s Counsel a draft of the final approval motion before
9 filing it with the Court. By way of said motion, Class Counsel will apply for the entry of a mutually-
10 agreed upon proposed order and judgment (“Final Approval Order and Judgment”), which will provide
11 for, in substantial part, the following:

- 12 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
13 consummation of its terms and provisions;
- 14 b. Certification of the Settlement Class;
- 15 c. Appointment of Plaintiff Osby as representative of the Class;
- 16 d. Appointment of Class Counsel as counsel for the Class;
- 17 e. Approval of the application for Attorneys’ Fees and Costs to Class Counsel;
- 18 f. Approval of the application for Enhancement Payment to Plaintiff Osby;
- 19 g. Approval of the application for Settlement Administration Costs to the Settlement
20 Administrator;
- 21 h. Directing Defendant to fund all amounts due under the Settlement Agreement and
22 ordered by the Court; and
- 23 i. Entering judgment in the Action, while maintaining continuing jurisdiction, in
24 conformity with California Rules of Court 3.769 and the Settlement Agreement.

25 47. Termination or Revocation of Settlement by Defendant. If either (i) ten percent (10%)
26 or more of the Class Members submit timely and valid Requests for Exclusion or timely and complete
27 Notices of Objection, or (ii) the total number of Class Members who submit timely and valid Requests
28 for Exclusion or timely and complete Notices of Objection whose share of the Net Settlement Amount

1 is ten percent (10%) or more of the Net Settlement Amount, or both (i) and (ii), Defendant may, at its
2 election, rescind the Settlement and all actions taken in its furtherance will be thereby null and void.
3 Defendant must exercise this right of rescission, in writing, to Class Counsel, within thirty (30) calendar
4 days after the Settlement Administrator notifies the Parties of the total number of timely Requests for
5 Exclusion and Notices of Objection that it has received. If the option to rescind is exercised, then
6 Defendant shall be solely responsible for all Settlement Administration Costs accrued to that point.

7 48. Effects of Termination of the Settlement. Termination of the Settlement Agreement shall
8 have the following effects:

9 a. The Settlement Agreement shall be void and shall have no force or effect, and no
10 Party shall be bound by any of its terms;

11 b. In the event the Settlement Agreement is terminated, Defendant shall have no
12 obligation to make any payments to any Party, Class Member, PAGA Member, the State of California, or
13 attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up
14 to the date the Settlement Administrator is notified that the Settlement has been terminated;

15 c. The Preliminary Approval Order, including any order certifying the Class, shall be
16 vacated;

17 d. The Settlement Agreement and all negotiations, statements, and proceedings
18 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored
19 to their respective positions in the Actions prior to the execution of the Settlement Agreement;

20 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
21 statements, or filings in furtherance of the Settlement (including all matters associated with the mediation)
22 shall be admissible or offered into evidence in the Actions or any other action for any purpose whatsoever;
23 and;

24 f. Any documents generated to bring the Settlement into effect, will be null and
25 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
26 likewise be treated as void from the beginning.

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1 49. Escalator Clause. Defendant represents that there are approximately 57,020 Workweeks
2 during the period from August 16, 2017 to November 10, 2022. Should the Workweeks increase beyond
3 ten percent (10%) on or before May 15, 2023 (i.e., the Workweeks increase by more than 5,702
4 Workweeks, so that the Workweeks total exceeds 62,722), Defendant, at its sole discretion, shall have the
5 option of either: (1) agreeing to increase the Total Settlement Amount on a *pro-rata* basis according to
6 the number of additional Workweeks over the 10% cap, or (2) agreeing to end the Class Period just before
7 the date on which the number of Workweeks exceed the 10% cap.

8 50. No Publicity. Plaintiffs and Class Counsel agree that they will not issue any press releases,
9 initiate any contact with the press, respond to any press inquiry, or have any communication with the press
10 about the amount or terms of the Settlement. Class Counsel may respond to press inquiries by stating the
11 matter has been resolved and refer the press to court filings. In addition, Plaintiffs and Class Counsel
12 agree that they will not engage in any advertising or distribute any marketing materials specifying any
13 material terms relating to the Settlement, including but not limited to any postings on any websites
14 maintained by Class Counsel and including but not limited to the identity of Defendant and/or any
15 information that identifies Defendant. The Settlement Administrator shall not create nor maintain any
16 separate website regarding this Settlement at any time. Any communication about the Settlement to Class
17 Members prior to the Court-approved mailing of the Class Notice will be limited to a statement that a
18 settlement has been reached and the details will be communicated in a forthcoming Court-approved notice.
19 Plaintiffs are prohibited from discussing the terms or the fact of the Settlement with third parties other
20 than (1) their immediate family members, and/or (2) their accountants or lawyers as necessary for tax
21 purposes. Furthermore, Plaintiffs and Class Counsel will undertake any and all disclosures and
22 submissions of papers that are required to be made to the LWDA in conformity with PAGA.

23 51. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
24 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
25 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
26 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
27 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

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1 52. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
2 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set
3 forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

4 53. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
5 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
6 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
7 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement
8 is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence,
9 and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or
10 contradict the terms of this Settlement Agreement.

11 54. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
12 Actions (including with respect to California Code of Civil Procedure section 583.310), except such
13 proceedings necessary to implement and complete the Settlement Agreement, pending the Final
14 Approval Hearing to be conducted by the Court.

15 55. Amendment. Prior to the filing of the motion for Preliminary Approval of the Settlement,
16 the Parties may not amend or modify any provision of this Settlement Agreement except by written
17 agreement signed by counsel for all Parties. After the filing of the motion for Preliminary Approval of
18 the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except
19 by written agreement signed by counsel for all Parties and subject to Court approval. A waiver or
20 amendment of any provision of this Settlement Agreement will not constitute a waiver of any other
21 provision.

22 56. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
23 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
24 Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant
25 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
26 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
27 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement
28 will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to

disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

57. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Settlement Class Member or PAGA Member execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement as to the PAGA Members, and the releases provided for by the Settlement Agreement shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member and PAGA Member.

58. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

59. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

60. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

61. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable resolution of the Actions and have arrived at this Settlement after arm's-length negotiations with the assistance of a neutral mediator and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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1 62. Invalidity of Any Provision. Before declaring any provision of this Settlement
2 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
3 possible consistent with applicable precedents so as to define all provisions of this Settlement
4 Agreement valid and enforceable.

5 63. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by
6 signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate
7 to implement the Settlement.

8 64. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
9 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued
10 litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies,
11 that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated
12 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any
13 contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in
14 any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any
15 of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an
16 admission or concession by Defendant of any such violations or failures to comply with any applicable
17 law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this
18 Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any
19 action or proceeding to establish any liability or admission on the part of Defendant or to establish the
20 existence of any condition constituting a violation of, or a non-compliance with state, federal, local or
21 other applicable law.

22 65. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted
23 for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
24 provisions of this Settlement Agreement.

25 66. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
26 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
27 more strictly against one Party than another merely by virtue of the fact that it may have been prepared
28 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations

between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

67. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

68. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

69. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiffs and Class Counsel:

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendant:

Matthew M. Sonne, Esq.
Lauren J. Blaes, Esq.
**SHEPPARD, MULLIN, RICHTER &
HAMPTON, LLP**
650 Town Center Drive, 10th Floor
Costa Mesa, California 92626-1993

70. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court.

71. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

72. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF ASIA OSBY

Dated: 11/03/2023, 2023

Electronically Signed: 2023-11-03 19:43:41 UTC - 97.142.31.193

Nintex AssuranceSign: 409ea367-9711-4956-c1ad-b0a00025d8be

Asia Osby, Plaintiff

PLAINTIFF MONICA MIRANDA

Dated: _____, 2023

Monica Miranda, Plaintiff

SELF-REALIZATION FELLOWSHIP CHURCH

Dated: _____, 2023

Full Name: _____

Title: _____
On behalf of Self-Realization Fellowship Church

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF ASIA OSBY

Dated: _____, 2023

Asia Osby, Plaintiff

PLAINTIFF MONICA MIRANDA

Dated: 11/3/23, 2023

Electronically Signed: 2023-11-03 16:23:11 UTC - 149.20.194.206

 (R)

Nintex AssureSign® (b4482a65-b59-4539-8771-b0af000e068)

Monica Miranda, Plaintiff

SELF-REALIZATION FELLOWSHIP CHURCH

Dated: _____, 2023

Full Name: _____

Title: _____
On behalf of Self-Realization Fellowship Church

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF ASIA OSBY

Dated: _____, 2023

Asia Osby, Plaintiff

PLAINTIFF MONICA MIRANDA

Dated: _____, 2023

Monica Miranda, Plaintiff

SELF-REALIZATION FELLOWSHIP CHURCH

Dated: 11/2/2023, 2023

DocuSigned by:
Joseph Bouchard
BD12132EC72A45E...

Full Name: Joseph Bouchard

Title: Asst. Treasurer
On behalf of Self-Realization Fellowship Church

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 [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("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 [date of Preliminary Approval].

"**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 Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”).

On [date of Preliminary Approval], 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 [REDACTED] Workweeks.**
- **Between August 25, 2020 through [Preliminary Approval Date] (i.e., the PAGA Period), you are credited as having worked [REDACTED] 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 [Response Deadline]**.

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 \$ [REDACTED]. 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 \$ [REDACTED] 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; 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; 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 \$245,000.00 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. 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 [Response Deadline]**.

[Settlement Administrator]

[Mailing Address]

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 [Response Deadline]**.

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 **[date]**, at **[time]**, 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: [INSERT].