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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

KIMBERLY WESTERFIELD, an individual;
RAYSHIONNA CARTER, an individual; and on
behalf of all individuals similarly situated;

Plaintiff,

v.

LIGHTHOUSE SOCIAL SERVICE CENTERS, a
California corporation; KARYN MICHELLE
YOUNG-LOWE, an individual; and DOES 1
through 25, inclusive,

Defendants.

Case No.: CIVSB2126109

CLASS ACTION

*[Assigned for all purposes to the Hon. David Cohn,
Dept. S-26]*

**DECLARATION OF YOUNG W. RYU IN
SUPPORT OF PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: June 13, 2023
Time: 10:00 a.m.
Dept: S-26
Judge: Hon. David Cohn

1 **DECLARATION OF YOUNG W. RYU**

2 I, Young W. Ryu, declare as follows:

3 1. I am a member in good standing with the State Bar of California and an attorney licensed
4 to practice before this Court and all courts in the State of California. I am the Managing Partner of
5 LOYR, APC, counsel of record for Plaintiffs KIMBERLY WESTERFIELD and RAYSHIONNA
6 CARTER in the within action. The facts set forth herein this declaration are within my personal
7 knowledge and, if called, as a witness, I could and would competently testify thereto.

8 2. I am submitting this declaration in support of Plaintiffs KIMBERLY WESTERFIELD
9 and RAYSHIONNA CARTER’s (“Plaintiffs” or “Class Representatives”) Motion for Preliminary
10 Approval of Class Action Settlement (“Motion”).

11 **QUALIFICATIONS AND ADEQUACY OF CLASS COUNSEL**

12 3. I have practiced law since 2007. In 2007, I joined Morrison & Foerster LLP in Virginia
13 as an associate and my practice was focused on complex civil litigations, notably, the LCD patent rights
14 litigation between Sharp and Samsung. Since starting my own practice about 9 years ago, I have focused
15 nearly all of my efforts on complex litigation in state and federal courts, including consumer and
16 employment class actions.

17 4. I have been responsible for all facets of class action employment and other complex
18 litigation, from pre-filing investigation through trial and appeal. Since approximately 2010, I have spent
19 most of my time representing consumers and employees in class action matters. I have litigated these
20 issues in class actions to favorable statewide settlements that have recouped over two million dollars.

21 5. For example, in the case of *Won Kyung Hwang v. Ohso Clean, Inc. et al.*, United States
22 District Court case No. 3:12-CV-06355-JCS, I successfully litigated a consumer class action case
23 involving consumer fraud claims under California Business & Professions Code section 17200 and the
24 California Legal Remedies Act. I also successfully settled and was appointed as Class Counsel in the
25 matter of *Wanky Choi et al v. Mario Badescu Skin Care, Inc. et al* (Case No. BC501173), which was
26 granted final approval of the matter in May 2014.

27 6. My firm has represented the first indirect purchasers to file an antitrust price-fixing class
28 action against Korean noodle companies in *An et al. v. Nongshim Company, Ltd. et al.*, which was

1 recently closed in the Northern District of California with Case No. 13-cv-04115-WHO. I represented
2 the consumers in a false advertising class action in *Brenda Quijada v. Brinker Restaurant Corporation*
3 *et al.*, in the Central District of California with Case No. 2:15-cv-05016-JFW-PLA, which was
4 successfully settled. I also represent the plaintiff in the class action matter of *Khai Tu v. United Dental*
5 *Corporation et al.*, which was class certified with Los Angeles County Court with the Case No.
6 BC542678. Additionally, I am the leading counsel representing the consumers in false advertising/fraud/
7 deceit in a water purification product case in *Lee et al v. Coway USA, Inc. et al.* (BC628195). I am also
8 the leading counsel in the several other wage and hour class action matter including, but not limited to,
9 *Mario Baez Cazares v. Servicemaster, Inc.* (BC571217), *Angelica Coronodo et al v. Landmark*
10 *Restaurant Group, Inc.* (BC585287), *Chardae Hudson v. Win&Kin LLC, d.b.a. Beabeas et al.*
11 (BC580601), *Castrellon v. Sumo Glass, Inc.* (BC594397), *Beatriz Corrales v. Torrahop, Inc.*
12 (BC619955), *Ferdinand Rivera v. Secure Transportation* (BC612784), *Rodney Harvey v. Lincoln*
13 *Training Center and Rehabilitation Workshop* (BC624322), *Rafael Olivares-Chavira v. West Valley*
14 *Enterprises, Inc.* (BC634329), *Hernan Espinal v. Marmax Partners, Inc. et al.* (BC635989), *Michael*
15 *Naranjo v. Lawrence Cable Company* (BC631324), *Vincent Buchanan v. BA2, LLC* (BC637355), *Sejong*
16 *Im et al. v. Ebates, Inc. et al.* (CGC-17-561775), *Alma Castro et al. v. SAS Restaurant Ventures, LLC*
17 (BC711676), *Alfredo Ramirez v. B&W Automotive, Inc. et al.* (BC716436), *Bryan Milla v. United Guard*
18 *Security Inc. et al.* (BC705673), *David Wheeler v. Maher Ventures, Inc. et al.* (CIVDS1827659), *Eddie*
19 *Giron et al. v. Arriaga and Associates et al.* (JCCP 4980), *Francisco Rodriguez v. Comptree Inc.*
20 (BC670492), *Hilda Flores v. Community Hospice, Inc. et al.* (BC700547), *Homayoon Noori et al v. Mike*
21 *Diamond Plumbing Inc. et al.* (30-2017-00961462-CU-OC-CXC), *KC Campbell v. DCC Companies,*
22 *Inc. et al.* (30-2017-00962963-CU-OE-CXC), *Mahoo Amin v. Advanced Sterilization Products Services*
23 *Inc. et al.* (8:18-cv-01528 JVS (JDEx)), *Melissa Gonzalez v. El Pollo Loco, Inc et al.* (JCCP 4957),
24 *Moises Oseguera v. Platinum Auto Trends, Inc. et al.* (BC687830), *Omar Yerena v. EP Charger, LLC*
25 (BC709654), *Oscar Silva et al. v. Henz Transport Group, Inc. et al.* (BC711664), *Pedro Gomez v. GP*
26 *Merger Sub, Inc. et al.* (BC687831), *Sang Hee Lee v. Hyundai Shipping USA, Inc. et al.* (BC697950),
27 *Omar Marquez v. Buena Park Euro Cars, LLC et al.* (30-2018-01038163-CU-OE-CXC), *Gilbert v.*
28 *Angelos Enterprise, Inc. et al.* (RIC1827093), *Erahin Mendez v. KH Food & Cuisine, Inc. et al.*

1 (RIC1905251), *Lopez v. Macy's West Stores, Inc. et al.* (CIVDS1900936), *Wheeler v. Maher Ventures,*
2 *Inc. et al.* (CIVDS1827659), *Aguirre et al v. EZ-Erectors, Inc. et al.* (CIVDS1831127), *Joyce Allen v.*
3 *Skid Row Housing Trust et al.* (20STCV03692), *Ramiro Espinoza v. United Valet Parking, Inc. et al.*
4 (20STCV07027), *Teiano Sialoi v. Always Privae Security Services, Inc.* (19STCV34402), *Jose Benitez*
5 *v. 84 Lumber Company, ALP. et al.* (20STCV11173), *Barbara Salcedo v. JC USA, Inc. et al.*
6 (20STCV24194), *Alberto Escalante v. National Transmission Products LLC et al.* (20STCV43203),
7 *Jeremy Cuellar v. Monro, Inc. et al.* (CVR12000048), *Jesus Rosas v. Optec Displays, Inc. et al.*
8 (CIVSB2024991), *Luis Orozco v. Affordable Cremations of the High Desert, Inc.* (20STCV34364),
9 *Jamie Baca v. Amazing Ventures, Inc. et al.* (21STCV02328), *Alberto Escalante v. National*
10 *Transmission Products, LLC et al.* (20STCV43203), *Jesus Negrete v. Golden State Foods, Corp. et al.*
11 (30-2021-1238386-CU-OE-CXC) and so on. My firm has obtained favorable settlement results in above-
12 said cases for the consumers and employees. There are several other pending wage and hour class action
13 cases that my firm is the lead counsel on.

14 7. I do not believe that I have any conflicts of interest with the Class or with the Class
15 Representatives. I am not related to the Class Representatives. I have also not previously represented
16 Defendants LightHouse Social Service Centers (“LightHouse”) and/or Karyn Michelle Young-Lowe in
17 any matter. I respectfully submit that I, and LOYR, APC, are well suited to act as Class Counsel in this
18 action, and we have and will continue to vigorously represent the interests of the Class Members. I also
19 do not have any interest or involvement with the State Controller’s Unclaimed Property Fund that would
20 provide any conflict. I also am not aware of any other pending matter or action asserting claims that will
21 be extinguished or adversely affected by the Settlement.

22 **PROCEDURAL HISTORY AND SETTLEMENT NEGOTIATIONS**

23 8. On September 10, 2021, Plaintiffs filed a Class Action Complaint against Defendants in
24 the Superior Court for the State of California, in San Bernardino, Case Number CIVSB2126109 alleging:
25 (1) Failure to Compensate all hours worked in violation of Industrial Welfare Commission Order No. 16
26 and Cal. Labor Code §§ 200, 226, 500, 510, 1194, 1197, and 1198; (2) Missed Meal and Rest Breaks in
27 Violation of Cal.Labor Code §§ 200, 226.7, and 512, and 12 California Code of Regulations § 11050; (3)
28 Failure to Pay Minimum Wage in violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197; (4) Failure

1 to Pay Overtime Compensation in Violation of Cal. Labor Code § 1194; (5) Failure to Provide Proper
2 Wage Statement in Violation of Cal. Labor Code § 226; (6) Failure to Pay Compensation upon
3 Termination of Employment in violation of Cal. Labor Code § 201-203; (7) Failure to Reimburse
4 Business Expenses in violation of Labor Code § 2802; (8) Violations of Cal. Business and Professions
5 Code §§ 17200, et seq.

6 9. On October 18, 2021, Plaintiffs filed the First Amended Complaint (“FAC”), which
7 removed the class claims and only alleged a representative claim for the recovery of civil penalties under
8 the California Private Attorneys General Act (“PAGA”). On August 10, 2022, Defendants filed their
9 Answer to FAC.

10 10. On April 27, 2023, Plaintiffs filed a Joint Stipulation and [Proposed] Order for Leave to
11 file Second Amended Class Action Complaint (“SAC”), which the Court entered on May 3, 2023. On
12 May 9, 2023, Plaintiffs filed the SAC alleging class and representative causes of action against
13 Defendants for (1) Violation of Labor Code § 2698, et seq. (“PAGA”); (2) Failure to Compensate all
14 hours worked in violation of and Cal. Labor Code §§ 200, 226, 500, 510, 1194, 1197, and 1198; (3)
15 Missed Meal and Rest Breaks in Violation of Cal. Labor Code §§ 200, 226.7, and 512; (4) Failure to Pay
16 Minimum Wage in violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197; (5) Failure to Pay Overtime
17 Compensation in Violation of Cal. Labor Code § 1194; (6) Failure to Provide Proper Wage Statement in
18 Violation of Cal. Labor Code § 226; (7) Failure to Pay Compensation upon Termination of Employment
19 in violation of Cal. Labor Code § 201-203; (8) Failure to Reimburse Business Expenses in violation of
20 Labor Code § 2802; and (9) Violations of Cal. Business and Professions Code §§ 17200, et seq.. The
21 SAC is the operative complaint in the Action (the “Operative Complaint”). Defendants deny the
22 allegations in the Operative Complaint, deny any failure to comply with the laws identified in the
23 Operative Complaint and deny any and all liability for the causes of action alleged.

24 11. Before filing the lawsuit, LOYR, APC (“Class Counsel”) investigated and researched the
25 facts and circumstances underlying the pertinent issues and the law applicable thereto. This required
26 thorough discussions and interviews between Class Counsel and Plaintiffs as well as preliminary research
27 into the various legal issues involved in the case. After conducting our initial investigation, we
28

1 determined that Plaintiffs' claims were well-suited for class and representative action adjudication owing
2 to what appeared to be a common course of conduct affecting a similarly situated group of employees.

3 12. After filing the lawsuit, the Parties participated in an all-day mediation presided over by
4 Hon. Jeffrey K. Winikow (Ret.) of Winkow Mediation on February 17, 2023. For purposes of attending
5 mediation with Hon. Jeffrey K. Winikow, the Parties also agreed to exchange robust informal discovery,
6 including pertinent policies and procedures of Defendants, sample class member/allegedly aggrieved
7 employees time and payroll records, class statistics, and other class data as set forth in more detail below.
8 The Parties conducted their own evaluation of potential risks and recoveries based on the claims alleged
9 in the Action and from the exchange of information, with Plaintiff engaging an expert to conduct a
10 damage analysis.

11 13. On February 17, 2023, the parties attended a full day of mediation with Hon. Jeffrey K.
12 Winikow (Ret.). Judge Winikow (Ret.) is an experienced mediator with significant experience litigating
13 and resolving employment class action and PAGA lawsuits. Prior to mediation, the parties provided
14 Judge Winikow (Ret.) with exhaustive mediation briefs summarizing the evidence, the state of the
15 applicable law and providing a comprehensive, class-wide damages analysis. While the case did not
16 settle at mediation on February 17, 2023, the parties subsequently reached a class-wide settlement on
17 March 3, 2023 and entered into a long-form Settlement Agreement. Attached hereto as **Exhibit 1** is a
18 true and correct copy of the long-form Settlement Agreement.

19 14. From my review of the facts, strengths, and weaknesses of the case, the risks and delays
20 posed by further litigation, and my own prior litigation experience, I believe that the recovery for each
21 Class Member is fair and reasonable taking into consideration the amounts received in other wage and
22 hour class actions, the risks inherent in litigation of this genre, and the reasonable tailoring of each Class
23 Member's claim to the settlement award he or she will receive. Further, and based on the settlement
24 negotiations, which were extensive, and conducted in good faith and at arm's length between attorneys
25 with substantial experience litigating class actions and wage and hour cases, the Settlement Agreement
26 was the product of a non-collusive settlement process in which the parties were forced to make significant
27 compromises in the interest of reaching a full and complete settlement of the lawsuit.

28 ///

1 **SUMMARY OF SETTLEMENT**

2 15. Under the terms of the proposed Settlement Agreement, Defendant LightHouse has agreed
3 to pay \$300,000.00 (“Gross Settlement Amount”) on a non-reversionary basis to settle and release all
4 claims asserted by Plaintiffs in the operative complaint on behalf of the proposed Class. The Settlement
5 Agreement defines the “Class Members” as all individuals who have been employed, or who currently
6 are employed by Defendant LightHouse as non-exempt employees during the Class Period. The Class
7 Period is the period from September 9, 2017 to April 3, 2023. The “Net Settlement Amount” available
8 for distribution to Class Members, shall be the Gross Settlement Amount, less Attorneys’ Fees and Costs,
9 the Class Representative Service Payments, Settlement Administration Costs, and PAGA Payment.
10 These amounts are detailed as follows:

- 11 • Not more than One Hundred Thousand Dollars and Zero Cents (\$100,000.00) to Class
12 Counsel for attorney’s fees and not more than Seventeen Thousand Dollars and Zero Cents
13 (\$17,000.00) in costs;
- 14 • Not more than Five Thousand (\$5,000.00) to each Class Representative (Plaintiff
15 Kimberly Westerfield and Plaintiff Rayshionna Cater) for a total of Ten Thousand Dollars
16 in Class Representative Service Payments;
- 17 • Not more than Seven Thousand Two Hundred Fifty Dollars and Zero Cents (\$7,250.00)
18 for the Settlement Administration Costs;
- 19 • Thirty Thousand Dollars and Zero Cents (\$30,000.00) shall be allocated for settlement of
20 claims for civil penalties under PAGA, where 75% (\$22,500.00) will be paid to the
21 LWDA and 25% (\$7,500.00) will be paid to the PAGA Group Members on a *pro rata*
22 basis.

23 16. The “Individual Settlement Payment,” which is each Class Member’s share of the Net
24 Settlement Amount, will be calculated by dividing the Net Settlement Amount by the total number of
25 Workweeks by all Participating Class Members during the Class Period and (b) multiplying the result by
26 each Participating Class Member’s Workweeks.

27 17. The settlement amount was a compromised figure, factoring in the inherent risks related
28 to certification, liability and damages. However, taking into account all of the circumstances of the action

1 and the defenses raised by Defendants against certification, liability and damages, Class Counsel believes
2 that the settlement is fair and reasonable.

3 18. Class Members shall each receive the Notice of Class Action Settlement (the “Class
4 Notice”) in English, via first class mail (after the Settlement Administrator conducts a national change of
5 address search).

6 19. Class Members wishing to opt-out from the Settlement Agreement must submit a timely
7 and valid Opt Out Request (as directed by the Class Notice) to the Settlement Administrator within the
8 Response Deadline. The Response Deadline will be sixty (60) calendar days from the initial mailing of
9 the Notice of Class Action Settlement, or additional fourteen (14) calendar days if the Class Notice is re-
10 mailed. However, Class Members will not be permitted to opt out of the PAGA Settlement.

11 20. Class Members within the Response Deadline will also have an opportunity to dispute (as
12 directed by the Class Notice) the information provided in their Notices of Class Action Settlement and
13 produce evidence to support the information is inaccurate. The Settlement Administrator shall decide
14 the dispute, may request information from Defendants as necessary, and make the final decision to
15 resolve the dispute.

16 21. Class Members will also have the opportunity to object to the Settlement Agreement by
17 making a valid Objection with the Settlement Administrator within the Response deadline, by mailing a
18 valid Objection with the Settlement Administrator within the Response Deadline, or presenting verbal
19 objections at the Final Approval Hearing.

20 22. The Parties have agreed that Phoenix Class Action Administration Solutions (“Phoenix”)
21 shall handle the notice and claims administration.

22 **THE STRENGTH OF PLAINTIFF’S CASE**

23 **IN LIGHT OF THE SETTLEMENT AMOUNT**

24 23. Because the class consists of numerous employees, it was unlikely that the potential
25 monetary claims of individual Class Members would have proved viable without the class-action
26 mechanism. The Settlement Agreement should be approved in light of two California appellate
27 decisions: *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785 and *Kullar v. Foot*
28 *Locker Retail, Inc.* (2008) 168 Cal.App.4th 116.

1 24. The strength of the Plaintiff’s case in light of the settlement amount is deemed by the
2 courts to be the “most important”. *Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th
3 785, 799 (citing *Kullar*). Here, Plaintiffs allege that Defendants failed to pay all wages owed including
4 minimum and overtime wages, failed to provide meal periods or provide premium pay in lieu thereof,
5 failed to provide rest breaks or provide premium pay in lieu thereof, failed to provide accurate wage
6 statements, failed to pay final wages when due, failed to reimburse for business expenses and related
7 claims for violations of California’s Business & Professions Code, and penalties pursuant to Labor Code
8 section 2699, *et seq.* The merits of each of these claims will be addressed separately below.

9 **Unpaid Wages**

10 25. Plaintiffs allege that Defendant failed to pay all wages owed to Plaintiffs and Class
11 members by requiring them to work off-the-clock without compensation. Specifically, although they
12 were required to clock in and out, Plaintiffs allege that Defendants regularly required Plaintiffs and Class
13 Members to work off the clock after 5:00 p.m. and on weekends. Plaintiffs also allege that Defendants
14 expected Plaintiffs and Class Members to work through their meal breaks even while clocked out, and to
15 respond to phone calls, text messages, and other work-related communications through their work
16 cellphones at all times. As a result of the foregoing, Plaintiffs allege that Defendants failed to pay all
17 wages owed to Plaintiffs and Class Members, including overtime for overtime hours worked. Defendants
18 however dispute the foregoing allegations, contend that they paid for all reported hours worked, that
19 Class Members were trained to record all hours worked, and that they properly paid overtime wages for
20 any overtime hours worked. Based on the foregoing analysis, Class Counsel estimated Defendants’
21 maximum total exposure on the unpaid wages claim to be approximately \$2,022,188.00.

22 **Meal and Rest Periods**

23 26. Plaintiffs allege that Defendants failed to provide timely and uninterrupted meal breaks to
24 Class Members. *See Brinker Restaurant Corp. v. Super. Ct.* (2012) 53 Cal.4th 1004, 1040 (“[T]he wage
25 order’s meal period requirement is satisfied if the employee (1) has at least 30 minutes uninterrupted, (2)
26 is free to leave the premises, and (3) is relieved of all duty for the entire period.”). Plaintiffs also allege
27 that Defendants had a common practice and policy of denying compliant meal periods. Specifically,
28 Plaintiffs allege that they and Class Members, despite being required to clock out of their meal periods,

1 were routinely required to work through them, and were thereby not provided the opportunity to take
2 uninterrupted thirty (30) minute meal periods in accordance with California law. For each meal period
3 missed, of less than 30 minutes, or taken late for which the employee was not provided a reasonable
4 opportunity to take a complete and timely meal period, an employer must pay the employee an additional
5 one hour of compensation. Labor Code § 226.7. This additional hour of compensation is referred to as
6 “premium pay.” To comply with these laws, every employer must keep, for each employee, accurate
7 time records showing when the employee begins and ends each work period and takes his or her meal
8 periods. *See* Wage Order 4-2001(7)(A)(3). Defendants disagreed with Class Counsel’s interpretation of
9 the law and facts. Defendants argued that they had valid policies on meal periods, which were
10 disseminated to all Class Members. Defendants contend that Class Members were given a reasonable
11 opportunity to take their meal periods, and that their employee time records reflected the Class Members
12 timely taking their meal periods.

13 27. Plaintiffs also contended that Defendants did not provide Class Members with paid 10-
14 minute rest breaks for every four hours or major fraction thereof. Plaintiffs contend that Class Members
15 consistently worked in excess of consecutive four-hour shifts and were entitled to paid rest breaks of not
16 less than ten minutes for each consecutive four hour shift which they were denied. Plaintiffs contended
17 that Class Members were routinely required to work through their rest breaks, and through their entire
18 shifts. Defendant maintained that it did provide reasonable opportunity for Class Members to take duty-
19 free rest breaks. Defendant also pointed out that, unlike meal periods, rest breaks need not be recorded
20 which makes proving alleged violations that much harder than for meal periods

21 28. Class Counsel estimated Defendant’s maximum total exposure on the meal break claim at
22 approximately \$848,192.00 and on the rest break claim at approximately \$864,155.00. This number was
23 discounted due to the fact that Defendants argued many individualized issues would apply making
24 certification of this claim difficult to achieve.

Unreimbursed Business Expenses

25
26 29. California Labor Code section 2802 provides that employers must indemnify their
27 employees for necessary expenditures or losses incurred by the employees in the discharge of their duties
28 or at the obedience of the directions of the employer. Cal. Lab. Code section 2802. Plaintiff argued that

1 Defendants failed to reimburse Plaintiff and Class Members for basic office supplies, such as Post-Its,
2 paperclips, pens, or pencils, that they were required to purchase to perform their work for Defendants.
3 Defendants contend that employees were not required to purchase their own basic office supplies to
4 perform work for Defendants and any reimbursement would likely be subjected to individualized inquiry
5 and also unlikely to be certified. Class Counsel estimated Defendants' maximum total exposure on the
6 necessary business expenditures at \$29,613.60 (144 estimated Class members x \$15/month x 13.71
7 months)

8 **Paystub Violations**

9 30. Plaintiffs also contended that Defendants failed to provide Class Members with accurate,
10 itemized wage statements as required by California Labor Code § 226(a) including because of the
11 systematical underpaying of Employees which Defendants knew or reasonably should have known were
12 owed to Plaintiffs and Class Members. As a direct and proximate cause of Defendants' violation of Labor
13 Code § 226(a), the Class Members suffered injuries, including among other things confusion over
14 whether they received all wages owed them. Pursuant to Labor Code §§ 226(a) and 226(e), employees
15 are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in
16 which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period,
17 not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award
18 of costs and reasonable attorneys' fees.

19 31. Defendants contend that Plaintiff's claim for further Labor Code § 226(e) penalties would
20 depend in large part on their underlying wage claims, and thus be subject to the same defenses.
21 Defendants further contended that wage claim violations, even if established, could not be the predicate
22 for a Labor Code § 226 wage statement claims. *See, e.g. Culley v. Lincare Inc.* (E.D. Cal. 2017) 236
23 F.Supp.3d 1184, 1195-96; *Soto v. Motel 6 Operating, L.P.* (2016) 4 Cal.App.5th 385, 392-393 (noting
24 wage statement need only document compensation actually received and the hours used to calculate that
25 compensation). Finally, because the damages for this cause of action are penalties, the statute of
26 limitations only runs from one year prior to the filing of the original complaint. See Cal. Civ. Pro. § 340.

27 32. Plaintiff's expert estimated Defendants maximum total exposure on the section 226 claim
28 at approximately \$216,650.00. The parties discussed these issues, and in light of these and other

1 considerations Class Counsel factored in a reduction of liability and damages for this cause of action.

2 **Failure to Pay Final Wages**

3 33. In failing to pay the California Class Members their minimum wages, overtime wages,
4 meal and rest break premiums, all discussed above, Defendants willfully failed to pay these Class
5 Members all wages due and certain at the time of termination or within seventy-two (72) hours of
6 resignation, as required under Labor Code § 203.

7 34. Labor Code § 203 provides that if an employer willfully fails to pay an employee all wages
8 due at termination or within 72 hours of resignation, then that employee’s wages shall continue as a
9 penalty until paid for a period of up to thirty (30) days from the date they were due. Because Class
10 Members stopped working for Defendant but again were not paid their full compensation for the reasons
11 discussed above, Class Members did not receive all wages due upon termination of employment.

12 35. Defendant argued that, under Labor Code § 203, employers are only obligated to pay
13 waiting time penalties if they “willfully” fail to pay wages due and owing at the time of termination or
14 resignation. As Title 8, California Code of Regulations, § 13520 states:

15
16 A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when
17 an employer intentionally fails to pay wages to an employee when those wages are due.
18 However, a good faith dispute that any wages are due will preclude imposition of waiting
19 time penalties under Section 203.

20 A “good faith dispute” that any wages are due occurs when an employer presents a defense,
21 based in law or fact, which, if successful, would preclude any recovery on the part of the
22 employee. The fact that a defense is ultimately unsuccessful will not preclude a finding
23 that a good faith dispute did exist. Defenses presented which, under all the circumstances,
24 are unsupported by any evidence, are unreasonable, or are presented in bad faith, will
25 preclude a finding of a “good faith dispute.”

26 36. Plaintiff’s expert estimated Defendant’s maximum total exposure on the section 203 claim
27 at approximately \$450,611.00 (approximately 87 former employees during the Class Period). Given the
28 foregoing arguments, this claim had to be steeply discounted.

29 **PAGA PENALTIES**

30 37. The Labor Code Private Attorneys General Act, Labor Code § 2699 et seq., allows
31 Plaintiff to obtain civil penalties on behalf of himself and other Class Members for Defendants’ violation

1 of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are
2 provided in the statute, those civil penalties are recoverable; where no civil penalties are recoverable,
3 Labor Code § 2699(f) establishes civil penalties of one hundred dollars (\$100) for each aggrieved
4 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
5 employee per pay period for each subsequent violation. Pursuant to Labor Code § 2699(i), seventy-five
6 (75) percent of the penalties recovered must be allocated to the Labor and Workforce Development
7 Agency (LWDA), with the remaining twenty-five (25) percent allocated to the affected employees. The
8 limitations period as for all penalties is one year prior to the filing of the complaint.

9 38. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that
10 “a court may award a lesser amount than the maximum civil penalty amount specified by this part if,
11 based on the facts and circumstances of the particular case, to do otherwise would result in an award that
12 is unjust, arbitrary and oppressive, or confiscatory.” *See Thurman v. Bayshore* (2012) 203 Cal.App.4th
13 1112 (substantially reducing PAGA penalties by 30% under this provision).

14 39. Here, Defendants maintain that it would be unjust to award any PAGA penalties and that
15 even if penalties were awarded, the Court would exercise its discretion to significantly reduce any
16 penalties. Furthermore, PAGA penalties are also derivative of each and every other claim, and
17 Defendants therefore argue the PAGA claims would be subject to the same defenses to the underlying
18 claims and similarly fail on the merits. Finally, under *Amaral v. Cintas Corp.* (2008) 163 Cal.App.4th
19 1157, it can be argued that penalties under PAGA could, at best, be awarded only at the rates obtainable
20 for initial violations under the applicable statutes, because Defendants had never been notified of the
21 alleged violations. *Id.* at 1208-1209. Moreover, Section 2699(e)(1) authorizes the Court to exercise the
22 same discretion as the DLSE whether to award civil penalties. *Amaral* 163 Cal.App.4th 1157, 1211-12.
23 Therefore, if the Labor Commissioner - on whose behalf Plaintiff is prosecuting this action for civil
24 penalties - would not impose civil penalties in a case like this, the Court may not award civil penalties.
25 Moreover, in *Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112, 1136, the Court of
26 Appeal affirmed the trial court’s reduction of PAGA civil penalties by 30 percent, finding that awarding
27 the full penalties would have been “unjust” because “...a court may award a lesser amount than the
28 maximum civil penalty amount specified by this part if, based on the facts and circumstances of the

1 particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or
2 confiscatory.”

3 40. Class Counsel estimated Defendant’s total exposure on the PAGA claim at approximately
4 \$216,650.00 (\$100 x 2,531 number of pay periods from September 1, 2020 to February 17, 2023). Class
5 Counsel then applied discounts in light of the countervailing arguments with regard to the other causes
6 of action, and moreover the Court’s power to award “a lesser amount than the maximum civil liability.”
7 Furthermore, Defendant argued that there were significant manageability concerns for trying Plaintiff’s
8 PAGA claims on a representative basis. *Wesson v. Staples* (2021) 68 Cal.App.5th 746. Accordingly, this
9 makes the settlement’s contemplated PAGA payment of \$30,000.00 appropriate.

10 **Unfair Business Practices**

11 41. Plaintiff pleaded this cause of action in order to augment their other causes of action and
12 aid in their prosecution. Business and Professions Code §17208 extends the statute of limitations on
13 Plaintiff’s wage claims, which qualify as unfair business practices, to four year rather than the three years
14 provided by statute.

15 **Summary**

16 42. The foregoing discussion has sought to explain how the settlement amount is adequate in
17 light of the merits of Plaintiffs’ case. It has done this by explaining the legal basis for each of Plaintiffs’
18 causes of action, summarizing the evidence that Class Counsel gathered in support of those causes of
19 action, and relating Defendants’ legal and factual arguments that worked to derogate from the strength
20 of Plaintiffs' case.

21 43. Class Counsel had to apply appropriate discounts in light of the facts and law as discussed
22 above. Thus, this settlement, like most others, was the product of compromise. Because of these and other
23 risks, a recovery of \$300,000.00 under the Settlement Agreement is an excellent result. Under the
24 Settlement, each of the approximately 144 Class Members will receive on average \$942.71.

25 **THE RISK, EXPENSE, AND LIKELY DURATION OF FURTHER LITIGATION, AS** 26 **WELL AS THE RISK OF MAINTAINING CLASS ACTION STATUS THROUGH TRIAL**

27 44. The next Clark/Kullar factors recognize that settlements take into consideration the risks
28 and expenses posed by further litigation and, in the class-action context, the risk of noncertification

1 Consequently, it is proper that trial courts should keep these considerations in mind when judging the
2 adequacy of class action settlements. Further litigation of this case posed real risks for a number of
3 reasons. First, there were the risks of unfavorable rulings on the merits of the various indeterminate legal
4 issues outlined in the previous section. In that section, it was observed that almost every cause of action
5 was subject to some unique indeterminacy of its own, and that the derivative causes of action were thus
6 subject to a double indeterminacy, both their own and those of the causes of action on which they were
7 based. The parties disputed the effect of these and other issues on class certification and decertification.
8 Class Counsel maintained that there were several legal and factual questions at issue in the case that could
9 best be decided on a class wide basis. Class Counsel contended that the same policies and practices
10 applied to all Class Members and therefore common questions obtained and were likely to predominate
11 over individual inquiries. Defendants disputed these contentions and insisted that the Brinker decision
12 called into question the certifiability of cases such as this one. Defendants also argued that their policies
13 were compliant with the law, while Plaintiffs disputed that the policies were lawful, and argued the
14 lawfulness of such policies would give rise to common questions amenable to certification. Thus the
15 parties had set positions on the propriety of certifiability and liability that did not admit of an easy
16 resolution.

17 45. Finally, it is always preferable to reach a relatively early resolution of a dispute because,
18 in addition to what has already been said, such resolutions save time and money that would otherwise go
19 to litigation. In light of the risk and expense of the lawsuit and proceeding to trial there was a need to
20 resolve this matter soon than later. Most cases settle sooner or later. If this case settled after further
21 litigation, the settlement amount would have taken into account the additional costs incurred, and there
22 might have been less available for Class Members after all was said and done. This is not just an abstract
23 contention. The parties were moving into the phase of this litigation where they would have had to depose
24 a number of people such as managers, supervisors, and employees in order to establish liability for trial.
25 Discovery disputes would have been in the offing. The parties were also aware that a class action trial
26 would be a complicated and expensive proceeding, and then there was the likelihood of a long, drawn-
27 out appeals process. In contrast, the settlement provides real benefits for Class Members in the immediate
28 future. The benefits are not insignificant for anyone, especially given the current economic climate.

1 Consequently, the risk and expense of further litigation outweighed any benefit that might have been
2 gained otherwise.

3 **REQUEST FOR ATTORNEYS' FEES**

4 46. Under the Settlement, Class Counsel also requests, without opposition from Defendant,
5 an award of Attorneys Fees and Costs consisting of: (1) no more than \$100,000.00 and (2) \$17,000.00
6 for reimbursement of Class Counsel's costs. This request is fair, reasonable, and adequate to compensate
7 Class Counsel for the substantial work they have put into this case and, moreover, the risk they assumed
8 by taking it in the first place. The attorneys' fees award is intended to reimburse Class Counsel for all
9 uncompensated work that they have already done and for all the work they will continue to do in carrying
10 out and overseeing the notification to Class Members, communicating with Class Members regarding
11 their claims, and assisting in the administration of the settlement if it is preliminarily approved.

12 47. Class Counsel took this case on a contingent-fee basis against a business represented by a
13 reputable defense firm. When we take contingent cases, we must pay careful attention to the economics
14 involved or one bad case can destroy years of work. Accordingly, when we take contingency cases, we
15 anticipate that we shall, if successful, receive a fee that exceeds our normal hourly rate; otherwise, the
16 risk is often too great to bear. Even when we work long hours, the number of hours in a day is limited.
17 Because of this, when we take on one particular matter, we are unable to take on other matters. When
18 Class Counsel became involved in this case, we realized the time commitment that it would entail and
19 we were forced to turn down matters that Class Counsel's time and attention throughout its pendency.
20 The requested fee is reasonable for the services provided to Class Members and for the benefits they are
21 to receive. Indeed, even with a modest multiplier under the lodestar theory, *see Bihun v. AT&T*
22 *Information System* (1993) 13 Cal.App.4th 976, 997, Class Counsel's fees would still be justified. Class
23 Counsel will more fully brief the Court on its lodestar in the motion for final approval.

24 **ENHANCEMENT TO PLAINTIFF AS CLASS REPRESENTATIVE**

25 48. Plaintiffs herein are entitled to reasonable service payment for their efforts and initiative
26 in bringing and helping to prosecute this action. Plaintiffs spent a considerable amount of time better
27 apprising themselves of their rights, deciding whether remedial action should be taken, how it should be
28 taken, searching for attorneys, and finally contacting Class Counsel, who spent many hours with Plaintiffs

1 discussing the case and the law. In the end, Plaintiffs decided to vindicate not only their own rights but
2 also those of their co-workers by filing a class action lawsuit.

3 49. The courage it took to stand up to Defendants by filing and litigating this action in this
4 way should not be underestimated. By suing Defendants, Plaintiffs increased their risk of retaliation by
5 prospective employers. Plaintiffs' lawsuit has now required Defendants to expend considerable
6 resources, and Plaintiffs justifiably fears the fact that they served as class representatives in a wage and
7 hour class action will not be lost on a prospective employer who has to choose between an applicant who
8 has never sued a prior employer and one who has. Plaintiffs contend this risk is particularly real in the
9 information age, where employers can, more easily than ever, perform background checks of prospective
10 employees, sometimes with the stroke of a key. It is common for employers to screen employee
11 candidates to determine whether they have ever filed suit, and employee candidates who might be
12 branded "litigious" are likely to be screened out of the process. In fact, an entire industry has developed
13 for providing employers with background information on employee candidates.

14 50. But Plaintiffs did not allow their fears of the potential repercussions of being class
15 representatives to deter them from acting for the benefit of Class Members. To the contrary, Plaintiffs
16 have been intimately involved in this case since its inception. They have devoted a substantial amount of
17 time to helping Class Counsel effectively develop and prosecute this action at every stage of the litigation.
18 Both before and after the filing of the Operative Complaint, Plaintiffs conferred with Class Counsel on
19 numerous occasions to discuss every aspect of their case. Plaintiffs provided Class Counsel with
20 information about Defendants and about the industry generally, reviewed documents, consulted Class
21 Counsel throughout the litigation repeatedly and at length, participated in the mediation process,
22 monitored the progress of the litigation with Class Counsel, and reviewed and signed the Settlement
23 Agreement.

24 51. Plaintiffs have spent a significant amount of time with Class Counsel detailing their
25 knowledge of Defendants' practices and helping Class Counsel with the prosecution of this action. They
26 have diligently, adequately, and fairly represented Class Members, and have not placed their interests
27 above any member of the putative class. The payment to Plaintiff is intended to recognize their time and
28 effort on behalf of the Class. The amount requested is fair and appropriate based on their contribution

1 and involvement. For example, Plaintiff instigated the lawsuit by bringing these violations to the attention
2 of Class Counsel. They spent several hours answering questions and providing information to Class
3 Counsel throughout the pendency of this action. They explained to Class Counsel day to day business
4 practices of Defendants with regard to work schedules, etc. The parties are in agreement that Plaintiffs
5 are entitled to an enhancement for his time and effort in this matter. This sort of payment to a class
6 representative has been a common feature of settlements negotiated by Class Counsel and has been
7 routinely approved by trial courts.

8 52. In light of the foregoing, Class Counsel believes that the service enhancement payment in
9 the amount of \$5,000 for each Class Representative is fair and reasonable. This amount is a far cry from
10 the \$50,000 of enhancement awards to the two named plaintiffs approved by the trial court in Clark. *See*
11 *Clark*, supra, 175 Cal.App.4th at 807. Although Class Counsel appreciate that the Court has a duty to
12 ensure that class representatives are not overcompensated at the expense of the class, modest incentive
13 awards in employment class actions, such as the one here, are necessary not only to compensate class
14 representatives for the time they spend in the case, but also, and more importantly, to encourage aggrieved
15 employees to challenge questionable employment practices notwithstanding the very real consequences
16 they may face.

17 **CRITERIA SATSIFIED FOR CERTIFICATION OF SETTLEMENT CLASS**

18 53. The proposed Classes satisfy the criteria for certification of a settlement class under
19 California law, as embodied in California Code of Civil Procedure § 382. Defendants agreed to the
20 certification of the class for settlement purposes. In general, courts may take a proposed settlement into
21 account in evaluating the propriety of class certification. *See Dunk v. Ford Motor Co.* (1996) 48
22 Cal.App.4th 1794, 1807 fn. 19. Indeed, a “lesser standard” of scrutiny applies in certifying classes for
23 settlement purposes. *Ibid.* Therefore the Court should take into consideration the fact that the parties
24 have settled their claims and stipulated to certification for settlement purposes when assessing typicality
25 and adequacy.

26 a. **Numerosity and Ascertainability.** The putative classes are so numerous that joinder of
27 all members is impractical. Class Members consists of all individuals who have previously been or
28 currently are employed by Defendant LightHouse as non-exempt employee in the State of California

1 during the Class Period . There are approximately 144 persons answering to this definition. Thus, there
2 are a sufficient number of Class Members to warrant certifying this as a class action for settlement
3 purposes. Furthermore, the putative class is defined in a manner that is precise, objective, and
4 ascertainable.

5 **b. Typicality**. A class representative’s claims are typical when they arise from the same
6 event, practice, or course of conduct that gives rise to the claims of other putative class members, and if
7 their claims rest on the same legal theories. The class representative’s claims must be “typical” but not
8 necessarily identical to the claims of other class members. It is sufficient that the representative is
9 similarly situated so that he or she will have the motive to litigate on behalf of all Class Members. *Classen*
10 *v. Weller* (1983) 145 Cal.App.3d 27, 47; *B.W.I. Custom Kitchens v. Owens-Illinois, Inc.* (1987) 191
11 Cal.App.3d 1341, 1347 (“[I]t has never been the law in California that the class representative must have
12 identical interests with the class members.”). Thus, it is not necessary that the class representative should
13 have personally incurred all of the damages suffered by each of the other class members. *Wershba v.*
14 *Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 228. Plaintiffs’ claims are typical of Class Members’
15 claims because they arose from the same factual basis and are based on the same legal theories. Plaintiffs
16 were employed by Defendants during the Class Period and subjected to the allegedly unlawful break
17 policies and pay practices at issue in this litigation. Accordingly, Plaintiffs are members of the class. The
18 central issues of this litigation (whether Defendants failed to pay all wages, whether Defendants failed to
19 provide meal periods, etc.), which would arise if this were an individual action brought by Plaintiffs,
20 apply to the other Class Members as well, and the answer to these questions would determine Defendants’
21 liability to the entire putative class. Thus, Plaintiff’s claims are typical of the claims of the putative class.
22 Accordingly, the typicality requirement is satisfied.

23 **c. Adequacy**. A class representative must possess the same interest and suffer the same
24 injury as the class members. “To assure ‘adequate’ representation, the class representative’s personal
25 claim must not be inconsistent with the claims of other members of the class.” *J.P. Morgan & Co., Inc.*
26 *v. Sup.Ct. (Heliotrope General, Inc.)* (2003) 113 Cal.App.4th 195, 212. Thus, the adequacy requirement
27 is satisfied when the class representative’s interests are not antagonistic to those of the class. *McGhee v.*
28 *Crocker-Citizens Nat. Bank* (1976) 60 Cal.App.3d 442, 451. Plaintiffs have no conflicts with the class

1 and in fact their interests are aligned with those of the class. Because Plaintiffs' claims are identical to
2 those that would be asserted by the unnamed Class Members were they before the Court, Plaintiffs have
3 every interest in zealously representing the unnamed class members. Plaintiffs have not shrunk from this
4 responsibility. Indeed, Plaintiffs have devoted a substantial amount of time and energy to litigating this
5 action and effecting a settlement. Furthermore, as detailed above, Class Counsel are experienced in wage-
6 and-hour litigation, especially class actions, and have zealously represented the interests of the class in
7 litigating this case. Accordingly, the adequacy requirement is satisfied.

8 **d. Commonality.** Common questions of law or fact in this case predominate over individual
9 questions. This action involves, inter alia, a determination about Defendants' alleged failure to pay all
10 wages owed including overtime wages, failure to provide meal / rest breaks or provide premium pay in
11 lieu thereof, failure to provide accurate wage statements, failure to pay final wages when due, failure to
12 reimburse business expenses incurred, and related claims for violations of California's Business &
13 Professions Code, and penalties pursuant to Labor Code section 2699, *et seq.* Plaintiffs contend these
14 practices affected class members in the same way. All class members were employed during the Class
15 Period. Therefore, the operative complaint delineates a common course of conduct applicable to all Class
16 Members. Therefore, based on Class Counsel's investigation, the review of the discovery produced by
17 Defendants, and their discussions with Plaintiffs, Plaintiffs contend the evidence supports their position
18 that the employment practices and policies of Defendants' business were consistent and uniform.

19 **e. Predominance.** Individualized issues do not predominate over the issues of law and fact
20 that are common to the class as a whole. The principal issues of controversy are whether Class Members
21 were paid for all hours worked, provided lawful meal and rest breaks, and provided reimbursement for
22 business expenditures, etc. As explained, supra, there are common issues of law and fact given that
23 Plaintiffs and all Class Members were subjected to the same policies and pay practices during the relevant
24 time period. Plaintiffs and Class Members seek meal & rest break premiums, unpaid wages and overtime,
25 and penalties for work performed as non-exempt employees for Defendants. These issues are suitable
26 for common adjudication because all Class Members were subject to the same employment policies and
27 Plaintiffs contend the practices applied uniformly to all Class Members.

28 **f. Superiority.** Class resolution is superior to other available methods for the fair and

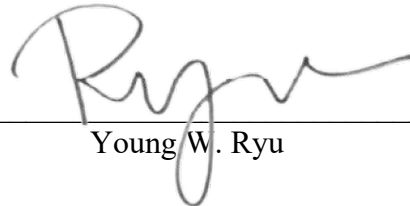
1 efficient adjudication of the controversy. There is little interest or incentive for Class Members to
2 individually control the prosecution of separate actions. Although the injury resulting from Defendants'
3 policies and practices are real and significant, the cost of individually litigating each such case against
4 Defendants would easily exceed the value of any relief that could be obtained by any one Class Member
5 individually. If Class Members are forced to litigate their claims individually this would result in about
6 144 individual actions against Defendant. Here, the alternative methods of resolution are individual suits
7 for relatively small amounts. Hence, an individual suit would prove uneconomical for potential plaintiffs
8 because litigation costs would dwarf a potential recovery.

9 **NOTICE TO THE LWDA OF THE SETTLEMENT**

10 54. On May 16, 2023, pursuant to Labor Code section 2699(1)(2), our firm submitted the
11 Settlement Agreement to the LWDA. Attached hereto as **Exhibit 2** is a true and correct copy of the proof
12 of submission to the LWDA of the Settlement Agreement.

13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct. Executed this 16th Day of May 2023, at Los Angeles, California

15
16
17 By:



Young W. Ryu

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between **Plaintiffs Kimberly Westerfield and Rayshionna Carter (“Plaintiffs”)** and **Defendants LightHouse Social Service Centers (“LightHouse”) and Karyn Young-Lowe (“Defendants”)**. The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Kimberly Westerfield, et al. v. LightHouse Social Service Centers, et al.* initiated on September 10, 2021 and pending in the Superior Court of the State of California, County of San Bernardino (SB Case No. CIVSB2126109).
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all individuals who have been employed, or who currently are employed by Defendant LightHouse as non-exempt employees during the PAGA Period.
- 1.5. “Class” means all individuals who have been employed, or who currently are employed, by Defendant LightHouse as non-exempt employees during the Class Period.
- 1.6. “Class Counsel” means Young W. Ryu, Esq. and Joshua Park, Esq. of LOYR, APC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for a Class Member’s mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from September 9, 2017 to April 3, 2023.
- 1.13. “Class Representative” means each named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to each Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of San Bernardino.
- 1.16. “Defendants” means named Defendants LightHouse Social Service Centers and Karyn Young-Lowe.
- 1.17. “Defense Counsel” means Jared L. Bryan, Esq. and Vincent L. Chen, Esq. of Jackson Lewis P.C.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means \$300,000.00 which is the total amount Defendant LightHouse agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked by an individual Class Member during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked by an individual Aggrieved Employee during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

- 1.30. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant LightHouse for at least one day during the PAGA Period.
- 1.31. "PAGA Period" means the period from August 4, 2020 to April 3, 2023.
- 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. "PAGA Notice" means Plaintiffs' August 4, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$7,500.00) and the 75% to LWDA (\$22,500.00) in settlement of PAGA claims.
- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. "Plaintiffs" means Kimberly Westerfield and Rayshionna Carter, the named plaintiffs in the Action.
- 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.38. "Released Parties" means: Defendants and all their present and former parent companies, subsidiaries, divisions, related, associated, and/or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors, and assigns, and any individual or entity which could be liable for any of the Released Claims, as well as Defendants' counsel of record in the Action.
- 1.39. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.40. "Response Deadline" means 60 calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, (b) mail Challenges to Workweeks or (c) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.41. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

“Workweek” means any week during which a Class Member worked for Defendant LightHouse for at least one day, during the Class Period.

2. RECITALS.

- 2.1. Plaintiffs filed the original Class Action Complaint filed on September 10, 2021, and on October 18, 2021, filed the First Amended Complaint (“FAC”) which removed the class claims and only alleged a representative claim for the recovery of civil penalties under the California Private Attorneys General Act (“PAGA”). On August 10, 2022, Defendants filed their Answer to the FAC. On April 27, 2023, Plaintiffs filed a Joint Stipulation and [Proposed] Order for Leave to file Second Amended Class Action Complaint (“SAC”), which the Court entered into Order on May 3, 2023. On May 9, 2023, Plaintiffs filed the SAC alleging class and representative causes of action against Defendants for (1) Violation of Labor Code § 2698, et seq. (“PAGA”); (2) Failure to Compensate all hours worked in violation of Cal. Labor Code §§ 200, 226, 500, 510, 1194, 1197, and 1198; (3) Missed Meal and Rest Breaks in Violation of Cal. Labor Code §§ 200, 226.7, and 512; (4) Failure to Pay Minimum Wage in violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197; (5) Failure to Pay Overtime Compensation in Violation of Cal. Labor Code § 1194; (6) Failure to Provide Proper Wage Statement in Violation of Cal. Labor Code § 226; (7) Failure to Pay Compensation upon Termination of Employment in violation of Cal. Labor Code § 201-203; (8) Failure to Reimburse Business Expenses in violation of Labor Code § 2802; and (9) Violations of Cal. Business and Professions Code §§ 17200, et seq.. The SAC is the operative complaint in the Action (the “Operative Complaint”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd (a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On February 17, 2023, the Parties participated in an all-day mediation presided over by Hon. Jeffrey K. Winikow (Ret.), which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiffs obtained through informal discovery, timecards, payroll records, and other relevant documents, and information. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in

Dunk v. Foot Locker Retail, Inc. (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant LightHouse promises to pay \$300,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant LightHouse has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiff: Class Representative Service Payments to the Class Representatives of not more than \$5,000.00 for each named Plaintiff, i.e. Plaintiff Kimberly Westerfield and Plaintiff Rayshionna Carter, in addition to any Individual Class Payment and any Individual PAGA Payment each Class Representatives is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs’ request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Each Plaintiff assumes full responsibility and liability for employee taxes owed on their own Class Representative Service Payment.
 - 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3rd of the Gross Settlement Amount, which is currently estimated to be \$100,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$17,000.00. Defendants will not oppose requests for these payments provided that do not exceed these amounts.

Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$7,250.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$7,250.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.4.1. Tax Allocation of Individual Class Payments. 50 percent of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 50 percent of each Participating Class Member's Individual Payment will be allocated as penalties, and interest (collectively the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee's share of the Employment and Payroll Taxes owed on their Individual Class Payment.
- 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000.00 to be paid from the Gross Settlement Amount, with 75% (\$22,500.00)

allocated to the LWDA PAGA Payment and 25% (\$7,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$7,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. An Aggrieved Employee will not be permitted to exclude himself or herself from this portion of the Settlement

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Workweeks. Based on a review of their records to date, Defendants estimates there are 144 Class Members who collectively worked a total of 10,023 Workweeks during the Class Period, and 107 Aggrieved Employees who worked a total 2,814 PAGA Pay Periods.

Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet containing each Settlement Class Member's (i) full name, (ii) last known address, (iii) Social Security Number, and (iv) dates worked for Defendant LightHouse in California during the Class Period as a non-exempt employee. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of Gross Settlement Amount. Defendant LightHouse will deposit the Settlement Amount in three separate payments. The first payment of one-third of the Settlement Amount, One Hundred Thousand Dollars (\$100,000.00), will be deposited to the Administrator on or before September 3, 2023 ("First Payment Date"). The second payment of one-third of the Settlement Amount, One Hundred Thousand Dollars (\$100,000.00), will be deposited to the Administrator on or before March 3, 2024 ("Second

Payment Date”). The Third payment of one-third of the Settlement Amount, One Hundred Thousand Dollars (\$100,000.00), will be deposited to the Administrator on or before September 3, 2024 (“Third Payment Date”). Defendant LightHouse will deposit all employer-side payroll taxes to the Administrator within fifteen (15) calendar days after the Third Payment (“Employer-Side Payroll Taxes Date”).

4.3. Payments from the Gross Settlement Amount. If the Court has granted final approval of the Settlement before the Third Payment Date, the Administrator shall distribute the Settlement Amount by mailing all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments within fourteen (14) calendar days after the Employer-Side Payroll Taxes are paid. If the Court has not granted final approval of the Settlement upon the Administrator’s receipt of the remaining portion of the Settlement Amount, the Settlement Amount shall be distributed by mailing all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments within fourteen (14) calendar days after the Court grants final approval of the Settlement.

4.3.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients’ mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven calendar days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, when requested by the Class Member prior to the void date.

- 4.3.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.3.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant LightHouse to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant LightHouse fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments or on the date when the Court grants final approval of the Settlement, whichever occurs later, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff Kimberly Westerfield's Release. Plaintiff Kimberly Westerfield and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, and Plaintiffs' PAGA Notice. Plaintiff Kimberly Westerfield's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff Kimberly Westerfield acknowledges that Plaintiff Kimberly Westerfield may discover facts or law different from, or in addition to, the facts or law that Plaintiff Kimberly Westerfield now knows or believes to be true but agrees, nonetheless, that Plaintiff Kimberly Westerfield's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff Kimberly Westerfield's discovery of them.

5.1.1 Plaintiff Kimberly Westerfield's Waiver of Rights under California Civil Code Section 1542. For purposes of Plaintiff Kimberly Westerfield's Release, Plaintiff Kimberly Westerfield expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, 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.

5.2 Plaintiff Rayshionna Carter's Release. Plaintiff Rayshionna Carter and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiffs' PAGA Notice. Plaintiff Rayshionna Carter's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff Rayshionna Carter acknowledges that Plaintiff Rayshionna Carter may discover facts or law different from, or in addition to, the facts or law that Plaintiff Rayshionna Carter now knows or believes to be true but agrees, nonetheless, that Plaintiff Rayshionna Carter's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff Rayshionna Carter's discovery of them.

5.2.1 Plaintiff Rayshionna Carter's Waiver of Rights under California Civil Code Section 1542. For purposes of Plaintiff Rayshionna Carter's Release, Plaintiff Rayshionna Carter expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, 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.

5.3 Release by Participating Class Members Who Are Also Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, who are also Aggrieved Employees, release Released Parties from (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiffs' PAGA Notice, including for (1) Violation of Labor Code § 2698, et seq. ("PAGA"); (2) Failure to Compensate all hours worked in violation of Cal. Labor Code §§ 200, 226, 500, 510, 1194, 1197, and 1198; (3) Missed Meal and Rest Breaks in Violation of Cal. Labor Code §§ 200, 226.7, and 512; (4) Failure

to Pay Minimum Wage in violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197; (5) Failure to Pay Overtime Compensation in Violation of Cal. Labor Code § 1194; (6) Failure to Provide Proper Wage Statement in Violation of Cal. Labor Code § 226; (7) Failure to Pay Compensation upon Termination of Employment in violation of Cal. Labor Code § 201-203; (8) Failure to Reimburse Business Expenses in violation of Labor Code § 2802; and (9) Violations of Cal. Business and Professions Code §§ 17200, et seq.. Except as set forth in Section 5.5 of this Agreement, Participating Class Members, who are also Aggrieved Employees, do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4 Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, who are not Aggrieved Employees, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including (1) Failure to Compensate all hours worked Cal. Labor Code §§ 200, 226, 500, 510, 1194, 1197, and 1198; (2) Missed Meal and Rest Breaks in Violation of Cal. Labor Code §§ 200, 226.7, and 512; (3) Failure to Pay Minimum Wage in violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197; (4) Failure to Pay Overtime Compensation in Violation of Cal. Labor Code § 1194; (5) Failure to Provide Proper Wage Statement in Violation of Cal. Labor Code § 226; (6) Failure to Pay Compensation upon Termination of Employment in violation of Cal. Labor Code § 201-203; (7) Failure to Reimburse Business Expenses in violation of Labor Code § 2802; and (8) Violations of Cal. Business and Professions Code §§ 17200, et seq.. Participating Class Members, who are not Aggrieved Employees, do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, violation of California Private Attorneys' General Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.5 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice including for (1) Failure to Compensate all hours worked in violation Cal. Labor Code §§ 200, 226, 500, 510, 1194, 1197, and 1198; (2) Missed Meal and Rest Breaks in Violation of Cal. Labor Code §§ 200, 226.7, 512, and 12 California Code of Regulations § 11050; (3) Failure to Pay

Minimum Wage in violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197; (4) Failure to Pay Overtime Compensation in Violation of Cal. Labor Code § 1194; (5) Failure to Provide Proper Wage Statement in Violation of Cal. Labor Code § 226; (6) Failure to Pay Compensation upon Termination of Employment in violation of Cal. Labor Code § 201-203; (7) Failure to Reimburse Business Expenses in violation of Labor Code § 2802.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiffs will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

6.1 Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)). Plaintiffs will also provide Defendants with the opportunity to review and comment upon drafts of pleadings to be filed in connection with his Motion for Preliminary Approval (notice of motion and memorandum of points and authorities) at least three (3) business days prior to filing such motions with the Court.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Settlement Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Settlement Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration

Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than five (5) days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks, and Requests for Exclusion will be extended an additional 14 (fourteen) days beyond the 60 days otherwise provided in the Class Notice

for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail a signed written Request for Exclusion not later than the Response Deadline, i.e., sixty [60] calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's full name, address, telephone number, approximate dates of employment, social security number, and signature. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.3 and 5.4 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion

upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.5 of this Agreement and are eligible for an Individual PAGA Payment.

- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator by mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay PAGA Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement

- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representatives Service Payment, and Administration Expenses Payment.
- 7.7.2 Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed).
- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- 7.8.1 Toll-Free Number. The Administrator will maintain and monitor a toll-free telephone number to receive Class Member calls.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) business days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report

detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fourteen (14) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

- 8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE** Based on its records, Defendant LightHouse represents that there are ten thousand and twenty-three (10,023) workweeks worked by one hundred and forty-four (144) settlement class members during the Class Period. If the number of workweeks worked by settlement class members during the Class Period is more than 15 percent greater than this figure (i.e., if there are Eleven Thousand Five Hundred Twenty-Six (11,526) or more workweeks worked by settlement class members) Defendant LightHouse agrees to increase the Gross Settlement Amount on a proportional basis (i.e., if there is a 17 percent increase in the number of workweeks, Defendant LightHouse shall increase the Gross Settlement Amount by 2 percent).
- 9. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may elect, but is not obligated, to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than fifteen (15) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
- 10. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs will also provide Defendants with the opportunity to review and comment upon the draft of the Motion for Final Approval (notice of motion and memorandum of points and authorities) at least three (3) business days prior to filing the motion with the Court. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Class Representatives, Class Counsel, and Defense Counsel will not make any public disclosures of any kind regarding the Settlement including, but not limited to, postings on Class Counsel's website and postings on any social media sites/outlets. Class Counsel will take all steps necessary to ensure that the Class Representatives are aware of, and will encourage them to adhere to, the restriction against any public disclosures regarding the Settlement. Class Counsel will not include or use the Settlement for any marketing or promotional purposes, or for attempting to influence Defendants' business relationships, either before or after the Motion for Preliminary Approval is filed. Following preliminary approval of the Settlement, the Class Representatives and Class Counsel will not initiate any communications with the media or third parties. If contacted by the media or third parties, they will only discuss information publicly available. Class Counsel will take all steps necessary to ensure that the Class Representatives are aware of, and will encourage them to adhere to, the restriction against initiating any media comment. Class Counsel further agrees not to use the Settlement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Class Counsel may refer to the settlement in adequacy of counsel declarations, and following Preliminary Approval, may state on their websites that they settled a wage and hour class action in the Superior Court for Three Hundred Thousand

Dollars (\$300,000.00), and generally describe the claims at issue, provided that they describe Defendants only as “Defendant Employers.” Further, the Parties understand and agree that Plaintiff’s counsel may disclose this Settlement if ordered to do so by the Court, *e.g.*, post any settlement documents/orders on their respective websites and/or provide information to Settlement Class Members about this Settlement. Any communication about the Settlement to Class Members prior to the Court-approved mailing will be limited to (1) a statement that a settlement has been reached, (2) a statement of any of the details that would necessarily be included in any Court-approved Class Notice if a Class Member requests details about the proposed Settlement, and (3) a warning that the terms of the proposed Settlement have not yet been approved by the Court. Prior to preliminary approval, the Class Representatives are prohibited from discussing the terms or the fact of the settlement with third parties other than (1) a spouse or (2) accountants or lawyers as necessary for tax purposes. At all times, the Class Representatives are prohibited from communicating about the terms or the fact of the settlement on any form of social media. Class Counsel will not include or use the settlement for any marketing or promotional purposes other than as expressly allowed above. Class Counsel is permitted to submit this Agreement to the LWDA as required by Labor Code section 2699(1)(2).

- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may

become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

LOYR, APC
Young W. Ryu, Esq.
E-Mail: young.ryu@loywr.com
Joshua Park
E-Mail: joshua.park@loywr.com
1055 West 7th Street, Suite 2290
Los Angeles, California 90017
Telephone: (213) 318-5323
Facsimile: (800) 576-1170

To Defendants:

Jared L. Bryan
Vincent L. Chen
JACKSON LEWIS P.C.
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Telephone: (949) 885-1360
Facsimile: (949) 885-1380
Jared.Bryan@jacksonlewis.com
Vincent.Chen@jacksonlewis.com

- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

List of Exhibits: The following exhibit is attached to this Settlement Agreement:

Exhibit A – Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval

SIGNATURES – READ CAREFULLY BEFORE SIGNING

PLAINTIFF: KIMBERLY WESTERFIELD

Dated: 5/10/2023

DocuSigned by:
Kimberly Westerfield
FEB484C39FCF4E0...

Plaintiff Kimberly Westerfield

PLAINTIFF: RAYSHIONNA CARTER

Dated: _____

Plaintiff Rayshionna Carter

DEFENDANT: LIGHTHOUSE SOCIAL SERVICE CENTERS

Dated: _____

Please Print Name of Authorized Signatory

DEFENDANT: KARYN YOUNG-LOWE

Dated: _____

Defendant Karyn Young-Lowe

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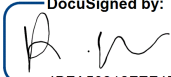
PLAINTIFF: KIMBERLY WESTERFIELD

Dated: _____

Plaintiff Kimberly Westerfield

PLAINTIFF: RAYSHIONNA CARTER

Dated: 5/10/2023

DocuSigned by:

4BFA50312FEF4D7...

Plaintiff Rayshionna Carter

DEFENDANT: LIGHTHOUSE SOCIAL SERVICE CENTERS

Dated: _____

Please Print Name of Authorized Signatory

DEFENDANT: KARYN YOUNG-LOWE

Dated: _____

Defendant Karyn Young-Lowe

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PLAINTIFF: KIMBERLY WESTERFIELD

Dated: _____

Plaintiff Kimberly Westerfield

PLAINTIFF: RAYSHIONNA CARTER

Dated: _____

Plaintiff Rayshionna Carter

DEFENDANT: LIGHTHOUSE SOCIAL SERVICE CENTERS

Dated: 5/12/2023

Karyn Young-Lowe, MSW
President and Chief Executive Officer

Please Print Name of Authorized Signatory

DEFENDANT: KARYN YOUNG-LOWE


Dated: 5/12/2023


Defendant Karyn Young-Lowe

APPROVED AS TO FORM

Dated: May 11, 2023

LOYR, APC



Young W. Ryu
Joshua Park
Attorneys for Plaintiffs and the Putative Class

Dated: _____

JACKSON LEWIS P.C.

Jared L. Bryan
Vincent L. Chen
Attorneys for Defendants

APPROVED AS TO FORM

Dated: _____

LOYR, APC

Young W. Ryu
Joshua Park
Attorneys for Plaintiffs and the Putative Class

Dated: May 15, 2023

JACKSON LEWIS P.C.



Jared L. Bryan
Vincent L. Chen
Attorneys for Defendants

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA
SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL
Westerfield, et al. v. LightHouse Social Service Centers, et al.
Los Angeles County Superior Court, CIVSB2126109**

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against LightHouse Social Service Centers and Karyn Young-Lowe (“Defendants”) for alleged wage and hour violations. The Action was filed by Defendants’ former employees Kimberly Westerfield and Rayshionna Carter (“Plaintiffs”) and seeks payment for (1) failure to pay for all hours worked; (2) failure to provide meal and rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to provide adequate itemized wage statements; (6) failure to timely pay all wages upon separation from employment; (7) failure to reimburse business expenses; and (8) violations of Business and Professions Code section 17200, *et seq.* for a class of currently or formerly employed non-exempt employees for Defendant LightHouse Social Service Centers (“Defendant LightHouse”) in the State of California at any time during the Class Period (September 9, 2017 to April 3, 2023). This Action also seeks civil penalties under the California Private Attorneys General Act (“PAGA”) for all current or formerly employed non-exempt employees for Defendant LightHouse during the PAGA Period (August 4, 2020 to April 3, 2023) (“Aggrieved Employees”)

Defendants (LightHouse Social Service Centers and Karyn Young-Lowe) deny all liability and are confident that they have strong legal and factual defenses to these claims, but it recognizes the risks and uncertainties associated with litigation, and Defendants contend that their conduct has been lawful at all times during the relevant time period.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant LightHouse to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant LightHouse to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant LightHouse’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant LightHouse’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant LightHouse’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period or

more pay periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to each Plaintiff and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant LightHouse to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendant LightHouse during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do Not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
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<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is _____</p>	<p>If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant LightHouse must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the Released Claims as defined in Section 3, subdivision 9(C) below.</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by _____</p>	<p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the _____ Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by telephone. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by _____</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period pay periods you worked according to Defendant LightHouse’s records are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are Defendant LightHouse’s former employees. The Action accuses Defendants of violating California labor laws by failing to pay for all hours worked; failing to provide meal and rest periods; failing to pay minimum wages, failing to pay overtime wages, failing to provide adequate itemized wage statements; failing to timely pay all wages upon separation from employment; and failing to reimburse business expenses.

Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Young W. Ryu, Esq. and Joshua Park, Esq. of LOYR, APC (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Plaintiffs or Defendants are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator Hon. Jeffrey K. Winikow (Ret.) in an effort to resolve the Action by negotiating an agreement to end the case (settled the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant LightHouse has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant LightHouse Will Pay \$300,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant LightHouse has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Defendant LightHouse will fund the Gross Settlement no later than September 3, 2024.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$ 100,000.00 (1/3rd of the Gross Settlement to Class Counsel for attorneys' fees and up to \$17,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000 for each named Plaintiff, i.e., Plaintiffs Kimberly Westerfield and Rayshionna Carter as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than each Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$7,250.00 to the Administrator for services administering the Settlement.
 - D. Up to \$30,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks and Individual PAGA Payments to all Aggrieved Employees based on their PAGA Pay Periods.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 50 percent of each Individual Class Payment to taxable wages ("Wage Portion") and 50 percent of each Individual Class Payment for interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant LightHouse will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back

taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's full name, address, telephone number, approximate dates of employment, social security number, and signature, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions, (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant LightHouse has fully funded the Gross Settlement and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and Plaintiffs' PAGA notice, and resolved by this Settlement.

A. Release by Participating Class Members Who Are Also Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, who are also Aggrieved Employees, release Released Parties from (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiffs' PAGA Notice, including for (1) Violation of Labor Code § 2698, et seq. ("PAGA"); (2) Failure to Compensate all hours worked in violation of Cal. Labor Code §§ 200, 226, 500, 510, 1194, 1197, and 1198; (3) Missed Meal and Rest Breaks in Violation of Cal. Labor Code §§ 200, 226.7, 512; (4) Failure to Pay Minimum Wage in violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197; (5) Failure to Pay Overtime Compensation in Violation of Cal. Labor Code § 1194; (6) Failure to Provide Proper Wage Statement in Violation of Cal. Labor Code § 226; (7) Failure to Pay Compensation upon Termination of Employment in violation of Cal. Labor Code § 201-203; (8) Failure to Reimburse Business Expenses in violation of Labor Code § 2802; and (9) Violations of Cal. Business and Professions Code §§ 17200, et seq.. Except as set forth in Subsection C below, Participating Class Members, who are also Aggrieved Employees, do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

B. Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, who are not Aggrieved Employees, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including for (1) Failure to Compensate all hours worked in violation of Cal. Labor Code §§ 200, 226, 500, 510, 1194, 1197, and 1198; (2) Missed Meal and Rest Breaks in Violation of Cal. Labor Code §§ 200, 226.7, 512; (3) Failure to Pay Minimum Wage in violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197; (4) Failure to Pay Overtime

Compensation in Violation of Cal. Labor Code § 1194; (5) Failure to Provide Proper Wage Statement in Violation of Cal. Labor Code § 226; (6) Failure to Pay Compensation upon Termination of Employment in violation of Cal. Labor Code § 201-203; (7) Failure to Reimburse Business Expenses in violation of Labor Code § 2802; and (8) Violations of Cal. Business and Professions Code §§ 17200, et seq.. Participating Class Members, who are not Aggrieved Employees, do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, violation of California Private Attorneys' General Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- C. Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice including for (1) Failure to Compensate all hours worked in violation of Cal. Labor Code §§ 200, 226, 500, 510, 1194, 1197, and 1198; (2) Missed Meal and Rest Breaks in Violation of Cal. Labor Code §§ 200, 226.7, 512; (3) Failure to Pay Minimum Wage in violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197; (4) Failure to Pay Overtime Compensation in Violation of Cal. Labor Code § 1194; (5) Failure to Provide Proper Wage Statement in Violation of Cal. Labor Code § 226; (6) Failure to Pay Compensation upon Termination of Employment in violation of Cal. Labor Code § 201-203; (7) Failure to Reimburse Business Expenses in violation of Labor Code § 2802.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500.00 by the total number of PAGA pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA pay periods worked by each individual Aggrieved Employee.
3. Workweek Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA pay periods you worked during the PAGA Period, as recorded in Defendant LightHouse's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to

the Administrator via mail. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant LightHouse's calculation of Workweeks and PAGA Pay Periods based on Defendant LightHouse's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your full name, address, telephone number, approximate dates of employment, social security number, and signature, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Kimberly Westerfield, et al. v. LightHouse Social Service Centers, et al.* (SB Case No. CIVSB2126109), and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount each Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the the Court's website: www.sb-court.org.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Kimberly Westerfield, et al. v. LightHouse Social Service Centers, et al.* (SB Case No. CIVSB2126109), and include your name, current address, telephone number, and approximate dates of employment for Defendant LightHouse and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on _____ at _____ in Department S26 of the San Bernardino Superior Court, located at 247 West Third Street, San Bernardino, CA 92415. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website www.sb-court.org beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. You can also telephone or send an email to Class Counsel, Defendants'

Counsel, or the Administrator using the contact information listed below, or consult the Superior Court website by going to (www.sb-court.org) and entering the Case Number for the Action, Case No. CIVSB2126109.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: Young W. Ryu, Esq. and Joshua Park, Esq.
Email Address: young.ryu@loywr.com, joshua.park@loywr.com,
Name of Firm: LOYR, APC
Mailing Address: 1055 West 7th Street, Suite 2290, Los Angeles, CA 90017
Telephone: (213) 318-5323

Defendants' Counsel:

Name of Attorney: Jared L. Bryan, Esq. and Vincent L. Chen Esq.
Email Address: Jared.Bryan@jacksonlewis.com, Vincent.Chen@jacksonlewis.com
Name of Firm: JACKSON LEWIS P.C.
Mailing Address: 200 Spectrum Center Drive, Suite 500, Irvine, CA 92618
Telephone: (949) 885-1360

Settlement Administrator:

Name of Company: Phoenix Class Action Administration Solutions
Mailing Address: [Insert Address]
Telephone: [Insert Telephone]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund https://www.sco.ca.gov/upd_msg.html for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-840251-21
Plaintiff for PAGA Case: Kimberly Westerfield, Rayshionna Carter
Filer/Attorney for PAGA Case: Alexander Wallin
Law Firm for PAGA Plaintiff: LOYR, APC
Employer: Lighthouse Social Service Centers
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: San Bernardino Superior Court
PAGA Court Case Number: CIVSB2126109
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Court Complaint Submitted on 05/16/2023 10:38:55 AM by Joshua Park	2023.05.08_SAC (Kimberly Westerfield).pdf	5/16/2023 5:38 PM	Court Complaint
Proposed Settlement Submitted on 05/16/2023 10:40:07 AM by Joshua Park	2023.05.11_Settlement Agreement and Class Notice (Fully Executed).pdf	5/16/2023 5:40 PM	Proposed Settlement