

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Helene Mayer (SBN 332975)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

FEMI JORDAN, DEJEINER KING,
individually, and on behalf of other members
of the general public similarly situated and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiffs,

vs.

LARKIN STREET YOUTH SERVICES, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. CGC-21-589670

Honorable Richard B. Ulmer Jr.
Department 302

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT
AND RELEASE**

Date: March 5, 2025

Time: 9:00 a.m.

Department: 302

Complaint Filed: February 19, 2021

Trial Date: None Set

1 This matter has come before the Honorable Richard B. Ulmer Jr. in Department 302 of the
2 Superior Court of the State of California, for the County of San Francisco, on March 5, 2025 at
3 9:00 a.m. for Plaintiffs' Motion for Preliminary Approval of Class and PAGA Action Settlement
4 and Release. Lawyers *for* Justice, PC appears as counsel for Plaintiff Femi Jordan ("Plaintiff Jor-
5 dan") and Plaintiff Dejeiner King ("Plaintiff King") (together, "Plaintiffs"), individually and on
6 behalf of all others similarly situated and other aggrieved employees, and Jackson Lewis P.C. ap-
7 pears as counsel for Defendant Larkin Street Youth Services ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
10 Preliminary Approval of Class and PAGA Action Settlement and Release.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class and PAGA Action Settlement and
13 Release Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as
14 "**EXHIBIT 3**" to the Declaration of Helene Mayer in Support of Plaintiffs' Motion for Preliminary
15 Approval of Class and PAGA Action Settlement and Release. This is based on the Court's
16 determination that the Settlement falls within the range of possible approval as fair, adequate, and
17 reasonable.

18 2. This Order incorporates by reference the definitions in the Settlement Agreement,
19 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
20 the Settlement Agreement.

21 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
22 and reasonable. It appears to the Court that extensive investigation and research have been
23 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
24 each other's respective positions. It further appears to the Court that the Settlement, at this time,
25 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
26 be presented by the further prosecution of the case. It further appears that the Settlement has been
27 reached as the result of intensive, serious, and non-collusive arms-length negotiations and was
28 entered into in good faith.

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Class Representative Enhancement Awards, PAGA Settlement Amount,
3 Settlement Administration Costs, and payments to the Participating Class Members and Aggrieved
4 Employees provided thereby, appear to be within the range of reasonableness of a settlement that
5 could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary
6 recovery that is being granted as part of the Settlement and preliminarily finds that the monetary
7 settlement awards made available to the Class Members and Aggrieved Employees are fair,
8 adequate, and reasonable when balanced against the probable outcome of further litigation relating
9 to certification, liability, and damages issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel are qualified to act as counsel for Plaintiffs, individually and as the Class Representatives.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All current and former hourly-paid or non-exempt employees of Defendant in
22 California employed at any time during February 19, 2017 through the date of
Preliminary Approval.

23 7. The Court provisionally appoints Arby Aiwarzian, Joanna Ghosh, and Helene Mayer
24 of Lawyers for Justice, PC as Class Counsel.

25 8. The Court provisionally appoints Plaintiff Femi Jordan and Plaintiff Dejeiner King
26 as the Class Representatives.

27 9. The Court provisionally appoints Simpluris, Inc. to handle the administration of the
28 Settlement ("Settlement Administrator").

1 10. Within 60 calendar days after entry of the Preliminary Approval Order, Defendant
2 shall provide the Settlement Administrator with the Class List in conformity with the Settlement
3 Agreement.

4 11. The Court approves, both as to form and content, the Notice of Class Action
5 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
6 to Class Members in the manner set forth in the Settlement. The Court finds that the Class Notice
7 appears to fully and accurately inform the Class Members of all material elements of the Settlement,
8 of Class Members’ right to be excluded from the Class Settlement by submitting a Request for
9 Exclusion, of Class Members’ and Aggrieved Employees’ right to dispute the Workweeks credited
10 to each of them, and of each Participating Class Member’s right and opportunity to object to the
11 Class Settlement. The Court further finds that distribution of the Class Notice, substantially in the
12 manner and form set forth in the Settlement Agreement and this Order, and that all other dates set
13 forth in the Settlement Agreement and this Order, meet the requirements of due process and shall
14 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
15 Settlement Administrator to mail the Class Notice to all Class Members within 14 calendar days
16 after receiving the Class List from Defendant, pursuant to the terms set forth in the Settlement
17 Agreement.

18 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
19 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
20 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
21 for Exclusion no later than 90 calendar days from the initial mailing of the Class Notice (“Response
22 Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be extended by
23 15 calendar days from the original deadline. Any Class Member who submits a Request for
24 Exclusion from the Class Settlement is prohibited from making any objections to the Class
25 Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be
26 a Participating Class Member and will not have any right to object, appeal, or comment on the Class
27 Settlement. Class Members who do not submit a timely and valid Request for Exclusion by the
28 Response Deadline shall be bound by the terms of this Agreement, any Court order approving the

1 terms of the Settlement, and the Final Approval Order and Judgment entered thereon. Aggrieved
2 Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their
3 option to opt out of the Class Settlement.

4 13. A Final Approval Hearing shall be held before this Court on
5 _____ at _____ a.m./p.m. in
6 Department 610 of the Superior Court of California for the County of San Francisco, located at 400
7 McAllister Street, San Francisco, California 94102, to determine all necessary matters concerning
8 the Settlement, including: whether the proposed settlement of the action on the terms and conditions
9 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
10 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether
11 the plan of allocation contained in the Settlement should be approved as fair, adequate, and
12 reasonable to the Class Members and Aggrieved Employees; and determine whether to finally
13 approve the requests for the Attorneys' Fees and Costs, Class Representative Enhancement Awards,
14 PAGA Settlement Amount, and Settlement Administration Costs.

15 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
16 Attorneys' Fees and Costs, Class Representative Enhancement Awards, PAGA Settlement Amount,
17 and Settlement Administration Costs, along with the appropriate declarations and supporting
18 evidence, including the Administrator's declaration by
19 _____, to be heard at the Final Approval
20 Hearing.

21 15. Only Class Members who do not request exclusion from the Class Settlement may
22 object to the Class Settlement by submitting a written Objection to the Settlement Administrator,
23 by mail, prior to the Response Deadline. Any Participating Class Member may, in addition to
24 submitting a written Objection, appear at the Final Approval Hearing to orally present their
25 objections to the Class Settlement, without any prior notice. The Objection must be signed by the
26 Participating Class Member and contain all information required by this Settlement Agreement. A
27 Participating Class Member who does not object prior to or at the Final Approval Hearing will be
28

1 deemed to have waived any objections and will be foreclosed from making any objections (whether
2 at the Final Approval Hearing, by appeal, or otherwise) to the Settlement.

3 16. The Settlement is not a concession or admission and shall not be used against
4 Defendant as an admission or indication with respect to any claim of any fault or omission by
5 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
6 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved,
7 neither the Settlement, nor any document, statement, proceeding or conduct related to the
8 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
9 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
10 Defendant, including, but not limited to, evidence of a presumption, concession, indication or
11 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to
12 establish the existence of any condition constituting a violation of, or a non-compliance with state,
13 federal, local or other applicable law, except for legal proceedings concerning the implementation,
14 interpretation, or enforcement of the Settlement.

15 17. In the event the Settlement does not become effective in accordance with the terms
16 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
17 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
18 vacated, and the Parties shall revert back to their respective positions as of before entering into the
19 Settlement Agreement.

20 18. The Court reserves the right to adjourn or continue the date of the Final Approval
21 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
22 Members and retains jurisdiction to consider all further applications arising out of or connected
23 with the Settlement.

24
25 **IT IS SO ORDERED.**

26 Dated: _____

27 By: _____
Richard B. Ulmer Jr.
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Femi Jordan v. Larkin Street Youth Services **Superior Court of California for the County of San Francisco, Case No. CGC-21-589670**

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiffs Femi Jordan and Dejeiner King ("Plaintiffs") and Defendant Larkin Street Youth Services ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Femi Jordan v. Larkin Street Youth Services*, San Francisco County Superior Court, Case No. CGC-21-589670 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

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

"Class Member" means a member of the Class.

"Class Period" means the time period from February 19, 2017 through [Date of Preliminary Approval].

"Class Settlement" means the settlement and release of Released Class Claims (described in Section III.D below).

"Aggrieved Employees" means all current and former hourly-paid or non-exempt employees of Defendant in California at any time during the PAGA Period.

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from December 10, 2019 through [Date of Preliminary Approval].

II. BACKGROUND OF THE ACTION

On or about February 19, 2021, Plaintiff Jordan filed a Class Action Complaint for Damages in the Superior Court of California for the County of San Francisco, Case No. CGC-21-589670. On or about February 24, 2021, Plaintiff Jordan filed a PAGA representative action in San Francisco County Superior Court, Case No. CGC-21-589915. On or about June 24, 2021, Plaintiff King filed Class Action Complaint for Damages in the Superior Court of California for the County of San Francisco, Case No. CGC-21-592514. Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA") Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Class and PAGA Action Settlement and Release Agreement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Simpluris” or “Settlement Administrator”), Plaintiffs Femi Jordan and Dejeiner King as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

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

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

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

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Seven Hundred Thousand Dollars (\$700,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$245,000.00) and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00) (“Attorneys’ Fees and Costs”) to Class Counsel; (2) Class Representative Enhancement Awards in an amount not to exceed Seven Thousand and Five Hundred Dollars (\$7,500.00) to each of the Plaintiffs, for a total of \$15,000.00, for their services in the Action; (3) Settlement Administration Costs in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to the Settlement Administrator; and (4) the amount of One Hundred and Eighty-Five Thousand Dollars (\$185,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Settlement Amount”). The PAGA Settlement Amount will be distributed 75% (\$138,750.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$46,250.00) will be distributed to Aggrieved Employees (“PAGA Fund”).

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

Each Individual Settlement Share will be allocated as thirty-three and one third percent (33 1/3%) wages, which will be reported on an IRS Form W-2, and sixty-six and two thirds percent (66 2/3%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee's share of payroll taxes due on the wages portion of Individual Settlement Share. The employer's share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Share ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Fund ("Individual PAGA Payment"), based on the number of Workweeks of each Aggrieved Employee during the PAGA Period. The Settlement Administrator has divided the PAGA Fund by the total number of Workweeks of all Aggrieved Employees ("PAGA Workweek Value") and multiplied each Aggrieved Employee's individual Workweeks by the PAGA Workweek Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

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

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

From February 19, 2017 through [Date of Preliminary Approval] (i.e., Class Period), you are credited as having worked [] Workweeks.

From December 10, 2019 through [Date of Preliminary Approval] (i.e., PAGA Period), you are credited as having worked [] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute ("Workweeks Dispute") that: (1) contains the case name and number of the Action (*Femi Jordan v. Larkin Street Youth Services*, CGC-21-589670); (2) be signed by you; (3) contains your full name, address, telephone number; (4) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (5) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct; and (6) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

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

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$[].
The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.**

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$[].

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, the State of California with respect to Aggrieved Employees and all 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 the Released PAGA Claims.

“Released Class Claims” means any and all claims under state, federal, or local law, whether statutory or common law arising out of the claims expressly pleaded the Actions and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts pleaded in the Action for: (1) failure to pay overtime wages; (2) failure to provide meal periods or pay meal period premiums; (3) failure to provide rest periods or pay rest period premiums; (4) failure to pay minimum wages; (5) failure to pay timely final wages; (6) failure to pay timely wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) unreimbursed business expenses; and (10) violation of the California unfair competition law.

“Released PAGA Claims” means all claims for civil penalties under PAGA, arising out of the claims expressly pleaded in the Actions and PAGA Notices, or that could have been pleaded based on the facts pleaded in the Action or PAGA Notices for: (1) failure to pay overtime wages; (2) failure to provide meal periods or pay meal period premiums; (3) failure to provide rest periods or pay rest period premiums; (4) failure to pay minimum wages; (5) failure to pay timely final wages; (6) failure to pay timely wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) unreimbursed business expenses; and (10) violation of the California unfair competition law.

“Released Parties” means Defendant and any of its present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, officers, directors, members of the Board of Directors, employees, insurers and reinsurers, and attorneys.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$245,000.00) and reimbursement of litigation costs and expenses in an amount of up to Thirty-Five Thousand Dollars (\$35,000.00) (“Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Class Representative Enhancement Awards to Plaintiffs

Plaintiffs will seek the amount of Seven Thousand and Five Hundred Dollars (\$7,500.00) to each of the Plaintiffs, for a total of \$15,000.00 (“Class Representative Enhancement Awards”), in recognition of their services in connection with the Action. The Class Representative Enhancement Awards will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments (if applicable) that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating Individual Settlement Shares and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

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

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

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

Class Members and Aggrieved Employees will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (1) contain the case name and number of the Action (*Femi Jordan v. Larkin Street Youth Services*, CGC-21-589670); (2) state your full name, address, and telephone number; (3) clearly state that the you do not wish to be included in the Class Settlement, containing the following or substantially similar language: "I elect to opt-out of the class action portion of this settlement. I understand that by doing so, I will not be able to participate in, or receive a share of, the class portion of the settlement."; (4) be signed by you; and (5) be returned by mail to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]

[Address]

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

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written Objection to the Settlement Administrator. You may, in addition to submitting a written Objection, appear at the Final Approval Hearing to orally present your objections to the Class Settlement, without any prior notice.

An Objection must: (1) contain the case name and number of the Action (*Femi Jordan v. Larkin Street Youth Services*, CGC-21-589670); (2) state your full name, address, and telephone number; (3) include a written statement of all grounds for the objection accompanied by any legal and/or factual support for such objection; (4) attach copies of any papers, briefs, or other documents upon which the objection is based; (5) be signed by you; (6) identify any legal counsel representing you with respect to the objection; and (7) be returned by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 302 of the San Francisco County Superior Court, located at 400 McAllister St., San Francisco, California 94102, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees Costs to Class Counsel, Class Representative Enhancement Awards to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

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

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk's office, located at 400 McAllister St., Room 103, San Francisco, California 94102, during business hours, or by online by visiting the following website: <https://sf.courts.ca.gov/online-services/case-information>, clicking "Access Now" under Case Query and typing in the Court Case Number "CGC-21-589670."

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.