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Attorneys for Plaintiff

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 all other aggrieved employees pursuant to the California Private Attorney General Act,

Plaintiff,

vs.

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

Defendants.

Case No: CGC-21-589670

Honorable Joseph M. Quinn
Department 302

CLASS ACTION

DECLARATION OF MICHAEL BUI REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

Date:	February 27, 2026
Time:	9:00 a.m.
Department:	302
Complaint Filed:	February 19, 2021
Trial Date:	None Set

DECLARATION OF MICHAEL BUI

I, Michael Bui, hereby declare:

1. I am employed as a Director of Client Services by Simpluris, Inc. ("Simpluris"), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (714) 640-5630. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a Class Action Settlement Administration company located in Costa Mesa, California. It was founded by individuals who have each managed hundreds of settlements, along with professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House Operations, and Call Center Support Management.

3. Simpluris was approved by Counsel for Femi Jordan ("Plaintiff") and Dejeiner King ("Plaintiff King") (together, "Plaintiffs"), and Larkin Street Youth Services ("Defendant"), (collectively the "Parties"), to provide settlement administration services in the *Femi Jordan v. Larkin Street Youth Services*, San Francisco County Superior Court, Case No. CGC-21-589670 ("*Jordan* Class Action"), *Femi Jordan v. Larkin Street Youth Services*, San Francisco County Superior Court, Case No. CGC-21-589915 ("*Jordan* PAGA Action"), and *Dejeiner King v. Larkin Street Youth Services*, San Francisco County Superior Court, Case No. CGC-21-592514 ("*King* Action") cases ("Actions"). In this capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiffs, Class Counsel and Class Members; (d) printing and mailing the Notice Class Action Settlement (hereafter "Class Notice") to Class Members in English; (e) receiving and validating Requests for Exclusion, Objections or Workweeks Disputes submitted by Class Members; (f) calculating employer payroll taxes and providing appropriate forms and calculations to Defendant; (g) mailing settlement checks, (h) providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

TOLL-FREE TELEPHONE HELPLINE

4. A toll-free telephone number was included in the Class Notice for the purpose of allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The system is

accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process. Callers have the option to speak with a live call center representative during normal business hours or to leave a message and receive a return call during non-business hours. Spanish-speaking representatives are available during normal business hours. The toll-free telephone number included in the Notice of Class Action Settlement was (833) 296-0840 and was live on October 23, 2025.

NOTIFICATION TO THE CLASS

5. On March 10, 2025, Simpluris received the Court-approved Class Notice. The Class Notice advised Class Members of their right to request exclusion from the Class Settlement, object to the Class Settlement, dispute Workweeks, do nothing, and the implications of each such action. The Class Notice advised Class Members of applicable deadlines and other events, including the Final Approval Hearing, and how Class Members could obtain additional information.

6. On October 9, 2025, Defendant's Counsel provided Simpluris a Class List containing each Class Member's and Aggrieved Employee's full name, last known mailing address, Social Security Number, Workweeks during the Class Period, start and end dates of employment during the Class Period, Workweeks during the PAGA Period, start and end dates of employment during the PAGA Period, and such other information and data as necessary for the Settlement Administrator to independently calculate the Workweeks (collectively, "Class List"). The Class List contained data for seven hundred and ninety-seven (797) individuals.

7. The mailing addresses contained in the Class List were processed and updated utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be utilized in connection with the mailing of the Class Notice. Simpluris was able to locate 94 updated addresses using NCOA prior to the mailing of the Class Notice.

8. On October 23, 2025, the Class Notice was mailed to seven hundred and ninety-seven (797) individuals identified as Class Members, of the 797 Class Members, five hundred and seventy-six (576) were identified as Aggrieved Employees. The Class Notice was mailed via First Class Mail in English. A copy of the Class Notice is attached hereto as **Exhibit A**.

9. A total of one hundred and fifty-eight (158) Class Notices were returned to Simpluris. Of these, forty-one (41) were returned with a forwarding address. If a Class Member's Class Notice was returned by the USPS as undeliverable and without a forwarding address, Simpluris performed an advanced address search (i.e., skip trace) on all of these addresses by using Accurint, a reputable research tool owned by Lexis-Nexis. Simpluris used the Class Member's name and previous address to locate a current address. Through the advanced address searches, Simpluris was able to locate one hundred and eight (108) updated addresses and Simpluris promptly mailed a Class Notice to those updated addresses. Ultimately, there are nine (9) Class Notices that remain undeliverable.

REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES

10. The deadline for Class Members to submit a Request for Exclusion from the Class Settlement, Object to the Class Settlement, or Workweeks Dispute ("Response Deadline") was January 21, 2026 and the extended Response Deadline for those Class Members who were re-mailed Class Notices is February 5, 2026.

11. As of this date, Simpluris has received one (1) Request for Exclusion from the Class Settlement from Elizabeth Ann Jolivet. The Request for Exclusion is attached hereto as **Exhibit B**.

12. As of this date, Simpluris has not received any Objections to the Class Settlement from Class Members.

13. As of this date, Simpluris has not received any Workweeks Disputes from Class Members or Aggrieved Employees.

CLASS MEMBER AWARDS

16. As of this date, there are seven hundred and ninety-six (796) Participating Class Members who will be paid their portion of the Net Settlement Amount. Of the seven hundred and ninety-six (796) Class Members, five hundred and seventy-six (576) are also Aggrieved Employees will also be paid out of the PAGA Fund.

17. The Net Settlement Amount of $234,798.59 available to pay Participating Class Members was determined by subtracting the Attorneys' Fees ($245,000.00), Attorneys' Costs ($12,701.41), Class Representative Enhancement Awards ($15,000.00), LWDA Payment ($138,750.00), PAGA Fund

($46,250.00) and the Settlement Administration Costs ($7,500.00) from the Gross Settlement Amount of $700,000.00.

18. The ***average estimated Individual Settlement Share*** is $294.60, the ***highest estimated Individual Settlement Share*** is $1,212.06, and the ***lowest estimated Individual Settlement Share*** is $0.40.

19. As of this date, there are five hundred and seventy-six (576) Aggrieved Employees who will be paid their portion of the PAGA Fund of $46,250.00.

20. The ***average estimated Individual PAGA Payment*** is $80.29, the ***highest estimated Individual PAGA Payment*** is $214.89, and the ***lowest estimated Individual PAGA Payment*** is $0.11.

ADMINISTRATION COSTS

21. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are $7,500.00. Simpluris' work in connection with this matter will continue with the calculation of the settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax reporting on such payments.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 3rd day of February 2026, in Costa Mesa, CA.

Michael Bui

EXHIBIT A

<u>**NOTICE OF CLASS ACTION SETTLEMENT**</u>

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.

«IMbFullBarcodeEncoded»

«FirstName» «LastName»
SIMID «SIMID» «Address1» «Address2»
«Notice_Encoded» «City», «State» «Zip»-«ZipDPC3»

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 March 5, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing on September 5, 2025 at 9 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. <u>IMPORTANT DEFINITIONS</u>

"**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 March 5, 2025.

"**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 March 5, 2025.

II. <u>BACKGROUND OF THE ACTION</u>

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 complaint 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 March 5, 2025, 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 Aiwazian, 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 March 5, 2025 (i.e., Class Period), you are credited as having worked «MERGED_Class_WW_CALC» Workweeks.

From December 10, 2019 through March 5, 2025 (i.e., PAGA Period), you are credited as having worked «MERGED_PAGA_WW_CALC» 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 January 21, 2026.**

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 $«MERGED_Class_EstSettAmnt_CALC». 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 $<u>«MERGED_PAGA_EstSettAmnt_CALC»</u>.

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. <u>Released Claims</u>

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. <u>Attorneys' Fees and Costs to Class Counsel</u>

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 January 21, 2026,** at the following address:

Jordan v Larkin Street Youth Services
Simpluris
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (833) 296-0840

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 January 21, 2026.**

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 **September 5, 2025**, at **9 a.m**., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and 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 vising 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: (833) 296-0840, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT B

Request for Exclusion

I, Elizabeth Ann Jolivet, elect to be excluded from the *Femi Jordan v. Larkin Street Youth Services* (San Francisco County Superior Court, Case No. CGC-21-589670*)* 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.

My phone number is (925) 812-2623. My address is 1005 Ferry St., Martinez, CA 94553.

Date: 11/24/2025

Elizabeth Ann Jolivet