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Plaintiff Dejeiner King, and the Class

**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,

Plaintiffs,

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**

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

Date: February 27, 2026  
Time: 9:00 a.m.  
Department: 302

Complaint Filed: February 19, 2021  
Trial Date: None Set

1 This matter has come before the Honorable Joseph M. Quinn, in Department 302 of the  
2 above-entitled Court, located at 400 McAllister Street, San Francisco, California 94102, on  
3 February 27, 2026 at 9:00 a.m., on Plaintiffs Femi Jordan’s (“Plaintiff Jordan”) and Dejeiner  
4 King’s (“Plaintiff King”) (together, “Plaintiffs”) Motion for Final Approval of Class Action and  
5 PAGA Settlement, Attorneys Fees and Costs, and Class Representative Enhancement Awards  
6 (“Motion for Final Approval”). Lawyers *for* Justice, PC, appeared on behalf of Plaintiffs and the  
7 Class, and Jackson Lewis P.C. appeared on behalf of Defendant Larkin Street Youth Services  
8 (“Defendant”).

9 On March 5, 2025, the Court entered the Order Granting Preliminary Approval of Class  
10 and PAGA Action Settlement and Release (“Preliminary Approval Order”), thereby  
11 preliminarily approving the settlement of the above-entitled actions in accordance with the Class  
12 and PAGA Action Settlement and Release Agreement (“Settlement,” “Agreement,” or  
13 “Settlement Agreement”), which, together with the exhibits annexed thereto set forth the terms  
14 and conditions for settlement of the Actions.

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

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

- 18 1. The Motion for Final Approval is granted in its entirety.
- 19 2. This Final Approval Order and Judgment incorporates by reference the  
20 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized  
21 terms used, but not defined, herein shall have the same meanings as in the Settlement  
22 Agreement and Preliminary Approval Order.
- 23 3. Unless otherwise specified, all citations and references to the Private Attorneys  
24 General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) are to the version  
25 of that statute prior to the recent amendment effective July 1, 2024; the amended statute does  
26 not apply to the Actions, or the Settlement pursuant to California Labor Code section  
27 2699(v)(1), as amended, because the notices to the Labor and Workforce Development Agency  
28 (“LWDA”) were filed prior to June 19, 2024.

1           4.       This Court has jurisdiction over the Class Members as it pertains to the Actions  
2 and the claims asserted in the Actions, the Court also has jurisdiction over all parties to the  
3 Actions as it pertains to the Actions and the claims asserted in the Actions.

4           5.       The Court finds that the applicable requirements of California Code of Civil  
5 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with  
6 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional  
7 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.  
8 The Class is hereby defined to include: all current and former hourly-paid or non-exempt  
9 employees of Defendant in California employed at any time during the Class Period (“Class” or  
10 “Class Members”).

11           6.       The Aggrieved Employees for purposes of the PAGA Settlement are hereby  
12 defined to consist of the following individuals: all current and former hourly-paid or non-  
13 exempt employees of Defendant in California at any time during the PAGA Period.

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

23           8.       Pursuant to California law, the Court hereby grants final approval to the  
24 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the  
25 Class as a whole. More specifically, the Court finds that the Settlement was reached following  
26 meaningful formal and informal discovery and investigation conducted by Lawyers *for* Justice,  
27 PC (“Class Counsel”), and that the Settlement is the result of serious, informed, adversarial, and  
28 arms-length negotiations between the parties. In so finding, the Court has considered all of the

evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and complexity of pursuing the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court finds that the Settlement, including the monetary allocations and payments, appear within the range of reasonableness, and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. The Court has further considered the absence of any objections by the Class Members to the Class Settlement. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

9. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court determines that Plaintiffs and all Class Members who did not submit a timely and valid Request for Exclusion from the Class Settlement ("Participating Class Members"), individually and on behalf of their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are bound by the Class Settlement and by this Final Approval Order and Judgment, and thereby, as of the Effective Date and full funding of the Gross Settlement Amount, shall fully and finally release and discharge the Released Parties, and each of them, from the Released Class Claims.

10. The Court finds that Plaintiffs have satisfied the prerequisites under PAGA, including, and not limited to, providing the LWDA and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2). Pursuant to California Labor Code § 2699(l)(2), the Court has also considered and reviewed the PAGA

1 Settlement and the allocation of \$185,000.00 toward civil penalties under the California Private  
2 Attorneys General Act of 2004 (“PAGA Settlement Amount”), and the Court finds that they are  
3 fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall  
4 distribute the PAGA Settlement Amount as follows: the amount of \$138,750.00 to the LWDA  
5 (“LWDA Payment”), and the amount of \$46,250.00 to the Aggrieved Employees (“PAGA  
6 Fund”), in accordance with the terms and methodology set forth in the Agreement.

7 11. The Court determines that, Plaintiffs, the State of California (with respect to  
8 Aggrieved Employees), and all Aggrieved Employees, individually and on behalf of their  
9 respective former and present representatives, agents, attorneys, heirs, administrators,  
10 successors, and assigns, are bound by the PAGA Settlement and this Final Approval Order and  
11 Judgment, and thereby, as of the Effective Date and full funding of the Gross Settlement  
12 Amount, shall fully and finally release and discharge the Released Parties, and each of them,  
13 from the Released PAGA Claims.

14 12. The Court hereby directs that the Settlement be affected in accordance with the  
15 Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth  
16 herein.

17 13. The Court finds that payment of Settlement Administration Costs in the amount  
18 of \$7,500.00 to Simpluris, Inc. (“Simpluris” or “Settlement Administrator”), is appropriate for  
19 the services performed and costs incurred and to be incurred for the notice and settlement  
20 administration process, and is hereby approved. It is hereby ordered that the Settlement  
21 Administrator shall issue payment to itself in the amount of \$7,500.00, in accordance with the  
22 terms and methodology set forth in the Settlement Agreement.

23 14. The Court finds that the Class Representative Enhancement Awards in the  
24 amount of \$7,500.00 each to Plaintiffs Femi Jordan and Dejeiner King, for a total of  
25 \$15,000.00, are fair and reasonable, and hereby approved. It is hereby ordered that the  
26 Settlement Administrator issue payment in the amount of \$7,500.00 each to Plaintiffs Femi  
27 Jordan and Dejeiner King for their Class Representative Enhancement Awards, according to the  
28 terms set forth in the Settlement Agreement.

1           15.     The Court finds that attorneys' fees in the amount of \$245,000.00 to Class  
2 Counsel falls within the range of reasonableness and that the results achieved justify the award  
3 sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue  
4 payment in the amount of \$245,000.00 to Class Counsel for attorneys' fees, in accordance with  
5 the terms and methodology set forth in the Settlement Agreement.

6           16.     The Court finds that reimbursement of litigation costs and expenses in the  
7 amount of \$12,701.41 to Class Counsel is reasonable, and hereby approved. It is hereby ordered  
8 that the Settlement Administrator issue payment in the amount of \$12,701.41 to Class Counsel  
9 for reimbursement of litigation costs and expenses, in accordance with the terms and  
10 methodology set forth in the Settlement Agreement.

11           17.     It is hereby ordered that Defendant shall deposit the Gross Settlement Amount of  
12 \$700,000.00 with the Settlement Administrator via three (3) installments as follows: within  
13 seven (7) calendar days after the Effective Date, the Settlement Administrator shall provide  
14 Defendant with wire transfer information; within seven (7) calendar days after the Settlement  
15 Administrator provides Defendant with wire transfer information, Defendant shall transfer the  
16 first installment of \$250,000.00 plus Employer Taxes ("Payment 1") to the Settlement  
17 Administrator via wire transfer into a Qualified Settlement Account ("QSA"); within one (1)  
18 year after Payment 1 is made, Defendant shall transfer the second installment of \$250,000.00  
19 ("Payment 2") into the QSA, and; within one (1) year after Payment 2 is made, Defendant shall  
20 transfer the third installment of \$200,000.00 ("Payment 3") into the QSA, in accordance with  
21 the terms and methodology set forth in the Settlement Agreement.

22           18.     It is hereby ordered that the Settlement Administrator will issue payments due  
23 under the Settlement and approved by the court as follows: within fifteen (15) calendar days  
24 following the funding of Payment 1, the Settlement Administrator shall distribute: (a) the Class  
25 Representative Enhancement Awards to Plaintiffs, and (b) payments to Participating Class  
26 Members; within fifteen (15) calendar days following the funding of Payment 2, the Settlement  
27 Administrator shall distribute the payments to: (a) Aggrieved Employees, (b) the LWDA, and  
28 (c) itself for Settlement Administration Costs, and; within fifteen (15) days following the

1 funding of Payment 3, the Settlement Administrator shall distribute payment to Class Counsel  
2 for Attorneys' Fees and Costs, in accordance with terms and methodology set forth in the  
3 Settlement Agreement.

4 19. Each check issued to a Participating Class Member and/or Aggrieved Employee  
5 for his or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid  
6 and negotiable for a period of one hundred eighty (180) calendar days from the date of issuance  
7 of the check, and after this time period, the check(s) shall be canceled. The leftover funds  
8 associated with checks issued to Participating Class Members and Aggrieved Employees, after  
9 the checks have been canceled, shall be transmitted to CASA of Alameda County as a *cy pres*  
10 recipient pursuant to California Code of Civil Procedure Section 384. All Participating Class  
11 Members shall be bound by the terms and conditions of the Class Settlement regardless of  
12 whether or not they cash or otherwise negotiate their Individual Settlement Payment checks. All  
13 Aggrieved Employees shall be bound by the terms and conditions of the PAGA Settlement  
14 regardless of whether or not they cash or otherwise negotiate their Individual PAGA Payment  
15 checks.

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

22 21. Individualized notice of this Final Approval Order and Judgment is not required.  
23 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on  
24 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the  
25 date of entry of this Final Approval Order and Judgment.

26 22. A Final Compliance Hearing is set for \_\_\_\_\_ at  
27 \_\_\_\_\_ a.m./p.m. in Department 302. Class Counsel shall submit the Settlement  
28

1 Administrator's accounting report regarding the status of the funding and disbursement of the  
2 Settlement at least five (5) court days prior to the Final Compliance Hearing.

3 **IT IS SO ORDERED.**

4  
5 DATE: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Joseph M. Quinn  
Judge of the San Francisco County Superior  
Court of California