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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

<u>CLASS ACTION</u>

DECLARATION OF HELENE MAYER IN SUPPORT OF PLAINTIFFS' MOTION FOR 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

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DECLARATION OF HELENE MAYER

I, Helene Mayer, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Femi Jordan ("Plaintiff Jordan") and Plaintiff Dejeiner King ("Plaintiff King") (together, "Plaintiffs"). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On December 10, 2020, Plaintiff Jordan provided written notice by certified mail to the LWDA and Defendant of the specified provisions of the California Labor Code that were alleged to be violated ("Jordan PAGA Notice"). Marked and attached hereto as "**EXHIBIT 1**" is a true and correct copy of the Jordan PAGA Notice.

3. On February 19, 2021, Plaintiff Jordan filed the Class Action Complaint for Damages in the Superior Court for the County of San Francisco, Case No. CGC-21-589670, thereby commencing the above-captioned lawsuit ("*Jordan* Class Action").

4. On February 24, 2021, Plaintiff Jordan filed a Complaint for Enforcement under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Superior Court for the County of San Francisco, Case No. CGC-21-589915 ("*Jordan* PAGA Action").

5. On April 7, 2021, Plaintiff King provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to be violated ("King PAGA Notice"). Marked and attached hereto as "**EXHIBIT 2**" is a true and correct copy of the King PAGA Notice.

6. On April 21, 2021, Defendant Larkin Street Youth Services ("Defendant") filed its Answers to Plaintiff Jordan's Class Action Complaint for Damages and Complaint for Enforcement under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., separately.

7. On June 24, 2021, Plaintiff King filed a Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Superior Court for the County of San Francisco, Case No. CGC-21-592514 ("*King* Action").

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8. In order to effectuate the terms of the Settlement, the Parties have agreed to consolidate the Actions and deem the *Jordan* Class Action the lead case.

THE PROPOSED SETTLEMENT

9. Marked and attached hereto as "**EXHIBIT 3**" is a true and correct copy of the Class and PAGA Action Settlement and Release Agreement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiffs, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant, on the other hand (together, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "**EXHIBIT A**," and respectfully request that the Court approve it as well.

10. The Settlement provides for a Gross Settlement Amount of $700,000.00 to be paid in three payments as follows: $250,000.000 ("Payment 1") plus the Employer Taxes to be paid within seven calendar days after the Settlement Administrator provides Defendant with wire transfer information; $250,000.00 ("Payment 2") to be paid one year after Payment 1 is made; $200,000.00 ("Payment 3") to be paid two years after Payment 1 is made. The Net Settlement Amount is the Gross Settlement Amount less the following amounts, subject to approval by the Court: Attorneys' Fees of up to $245,000.00 and Costs not to exceed $35,000.00 to Class Counsel, Class Representative Enhancement Award to each Plaintiff of up to $7,500.00, for a total of $15,000.00, Settlement Administration Costs to the Settlement Administrator not to exceed $7,500.00, and the PAGA Settlement Amount of $185,000.00. Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to Participating Class Members is currently $212,500.00. Additionally, 25% of the PAGA Settlement Amount ("PAGA Fund"), which is $46,250.00 out of $185,000.00, will be distributed to the Aggrieved Employees for their respective portion of the PAGA Settlement Amount. The Gross Settlement Amount will be fully distributed in accordance with the terms of the Settlement, and there is no reversion to Defendant.

11. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to 35% of the Gross Settlement Amount (i.e., $245,000.00) and expenses and costs

of not more than $35,000.00, which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. A description of the qualifications of Class Counsel, the work performed by Class Counsel, and the results achieved by Class Counsel in this matter can be found in paragraphs 21 through 31, *post.*

12. The Settlement Agreement provides for payment of up to $7,500.00 to each of the Plaintiffs as Class Representative Enhancement Awards, to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiffs spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiffs to receive Class Representative Enhancement Awards, in addition to their individual settlement payments, for their services on behalf of the Class, Aggrieved Employees, and State of California.

13. The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement Administrator") to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Simpluris to handle these procedures and serve as the Settlement Administrator. Defendant will provide Simpluris with the Class List, and the Settlement Administrator will calculate each Class Member's estimated *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") and each Aggrieved Employee's estimated *pro rata* share of the PAGA Fund ("Individual PAGA Payment"). The Settlement Administrator will be responsible for printing, distributing, and tracking Class Notices and other documents for the Settlement; calculating and distributing payments due under the Settlement; issuing 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances; providing necessary reports and declarations; transmitting funds representing uncashed checks after the void date to the *cy pres* CASA of Alameda County; and other duties and responsibilities set forth to process the Settlement, and as requested by the Parties. Settlement Administration Costs are currently estimated not to

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exceed $7,500.00 and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

14. Under the Settlement Agreement, Defendant is responsible for any employer-side tax obligations associated with the Gross Settlement Amount and will deposit that amount into the settlement fund in addition to the Gross Settlement Amount. Each Participating Class Member's Individual Settlement Share will be allocated 33.33% to wages and 66.66% to penalties, interest, and non-wage damages. The Settlement Administrator will withhold the employees' share of taxes and withholdings with respect to the wage portion of the Individual Settlement Shares.

CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE

15. **Ascertainability:** The proposed Class is defined as all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the Class Period, which is February 19, 2017 through the date of Preliminary Approval.

16. **Numerosity:** Based on data provided by Defendant, the Class is estimated to be approximately 404 individuals who worked an estimated total of 37,556 workweeks.

17. **Commonality:** Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuit, including the allegations that Defendant, with respect to Plaintiffs, Class Members, and Aggrieved Employees, *inter alia*, failed to properly pay all overtime and minimum wages and associated premium pay, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code section 2698, *et seq*.). Plaintiffs also asserted that Class Members were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiffs asserted that Defendant's recordkeeping practices with respect to Plaintiffs, Class Members, and Aggrieved Employees were substantially the same during the time period at issue. As a result of said alleged uniform practices, Plaintiffs claim that the Class

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Members were not paid all of the compensation that was owed to them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be determined by Defendant's uniform operations and employment practices, policies, and procedures that Plaintiffs allege applied across its hourly-paid or non-exempt employees in California during the relevant time period.

18. **<u>Adequacy and Typicality:</u>** Plaintiffs undertook the responsibilities of representing a class action against their former employer. Plaintiffs spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain information that would benefit the Class. Plaintiffs have no interests that are adverse to the Class. Plaintiffs were employed by Defendant during the Class Period and subject to the same alleged violations and policies, practices, and procedures. Plaintiffs took on the challenge and risk of commencing their class and PAGA representative actions and maintaining this action, and they have not yet received any monetary benefit for their service to date. Plaintiffs put their own interests aside and brought a publicly filed lawsuit against an employer, not just for their own benefit, but on behalf of other hourly-paid and non-exempt employees and the State of California.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

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

resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

20. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by contested motion practice in approximately fifteen (15) cases in the last decade and litigated over 1,000 class action or representative action cases.

21. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From

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

22. Joanna Ghosh is a Senior Member of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, intervention. She has successfully handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive

experience with class action and/or representative action settlements. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

23. I, Helene Mayer, am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from University of San Diego in 2017, and I earned my Juris Doctor degree from University of San Diego School of Law in 2020. I was admitted to practice law in California in 2021. I am admitted to practice before all courts of the State of California and all U.S. Federal District Courts in the State of California. I have worked on wage-and-hour class action and PAGA representative cases, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I worked at law firms focused primarily on family law matters, including, *inter alia*, representing clients in divorce, parentage, child custody, and domestic violence restraining order proceedings, researching, and drafting pleadings, negotiating and finalizing marital settlement agreements, engaging in motion practice, and making court appearances.

THE SETTLEMENT AND SUMMARY OF WORKED PERFORMED

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

25. Class Counsel has litigated the matter for over three years. The Parties have engaged in extensive settlement negotiations and participated in a mediation conducted by Honorable Raul A. Ramirez (Ret.), a well-respected mediator experienced in mediating complex labor and employment matters. In the course of the litigation and in connection with the mediation and

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settlement discussions, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, including the risks of proceeding with class certification and/or representative adjudication; the law relating to off-the-clock theory, arbitration agreements, collective bargaining agreements, regular rate, meal and rest periods, business expense reimbursements, PAGA representative claims, and wage-and-hour enforcement; the evidence produced and analyzed; and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiffs and Class Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting investigations, discovery, exchange of information, and extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiffs and Participating Class Members, and of the Released PAGA Claims of Plaintiffs, the State of California, and the Aggrieved Employees, against the Released Parties.

26. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing the actions for class certification and trial. Plaintiffs conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of a large volume of documents and data obtained from Defendant, Plaintiffs, and other sources. On May 6, 2021, Class Counsel propounded multiple sets of discovery requests on Defendant in the *Jordan* PAGA Action, including Requests for Production of Documents (Set One), Special Interrogatories (Sets One and Two), and Form Interrogatories—General (Set One) and noticed the depositions of Defendant's Person(s) Most Knowledgeable. Thereafter, the Parties agreed to engage in informal discovery prior to mediation. The volume of data and documents that Class Counsel reviewed and analyzed included and was not

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limited to: a sampling of approximately .25% of Class Members' time and payroll data, Plaintiffs' time and payroll records, Defendant's Employee Handbook, job descriptions, agreements (including Dispute Resolution/Arbitration Agreement, On-Duty Meal Period Agreement, and multiple iterations of Service Employees International Union Local 1021 Collective Bargaining Agreement with Larkin Street Youth Services), Defendant's operations and employment practice, policies, and procedures (including policies on Overtime and Double Time for Non-Exempt Employees, Meal and Rest Periods, Payroll Errors, Time Records, and procedure for use of cellular/wireless telephones), among other information and documents. Class Counsel had the opportunity to interview Plaintiffs and other Class Members to gather facts and to identify potential witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings and the production of documents and data prior to the mediation. Class Counsel also drafted pleadings and the mediation brief and prepared for and attended court proceedings, mediation, and settlement negotiations, among other tasks.

27. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, arbitration agreements, collective bargaining agreements, regular rate, meal and rest periods, business expense reimbursements, state wage-and-hour law and enforcement, Plaintiffs' claims and damages, and Defendant's defenses thereto, as well as facts discovered. Based on our analysis, I submit that the result achieved in this litigation is fair, adequate, and reasonable.

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

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29. Defendant, on the other hand, denied and continues to deny any liability and wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that the lawsuit is appropriate for class treatment or representative adjudication for any purpose other than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiffs', Class Members', and Aggrieved Employees' employment with Defendant, and Defendant's operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed a large volume of documents and data to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the class and PAGA claims and prepare violation, damages, and penalties analyses models. Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.

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

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

Executed on this 7th day of February 2025, at Mooresville, North Carolina.

Helene Mayer

Helene Mayer

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EXHIBIT 1

December 10, 2020

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ***LARKIN STREET YOUTH SERVICES***

Dear Representative:

We have been retained to represent Femi Jordan against Larkin Street Youth Services (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "LSYS") for violations of California wage-and-hour laws. Ms. Jordan seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Jordan seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

LSYS has employed Ms. Jordan as an hourly-paid, non-exempt employee from approximately April 2018 to the present, in the State of California.

The "aggrieved employees" that Ms. Jordan may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, LSYS has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

LSYS required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Jordan and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Jordan and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, LSYS required Ms. Jordan and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, LSYS failed to pay Ms. Jordan and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, LSYS failed to pay Ms. Jordan and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, LSYS did not provide Ms. Jordan and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from LSYS were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Jordan and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Jordan and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Jordan and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Jordan and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Jordan and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, LSYS failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Jordan and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, LSYS did not provide Ms. Jordan and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, LSYS failed to pay Ms. Jordan and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Jordan and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, LSYS failed to pay Ms. Jordan and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Jordan and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Jordan and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by LSYS.

Therefore, on behalf of all aggrieved employees, Ms. Jordan seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Larkin Street Youth Services
c/o Carol Hunter
Agent for Service of Process
134 Golden Gate Ave
Teo, CA 94102

EXHIBIT 2

LAWYERS FOR JUSTICE PC

April 7, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ***LARKIN STREET YOUTH SERVICES***

Dear Representative:

We have been retained to represent Dejeiner King against Larkin Street Youth Services (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "LSYS") for violations of California wage-and-hour laws. Ms. King seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. King seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

LSYS has employed Ms. King as an hourly-paid, non-exempt employee from approximately January 2016 to approximately November 2019, in the State of California. Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), "the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020."

The "aggrieved employees" that Ms. King may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, LSYS has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

LSYS required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. LSYS rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored LSYS over time, resulting in aggrieved employees being underpaid for their time worked.

410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203
(818) 265-1020 / WWW.CALLJUSTICE.COM

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. King and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. King and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, LSYS required Ms. King and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. LSYS also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, LSYS failed to pay Ms. King and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, LSYS failed to pay Ms. King and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, LSYS did not provide Ms. King and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from LSYS were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. King and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. King and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. King and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. King and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. King and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, LSYS failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. King and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, LSYS did not provide Ms. King and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, LSYS failed to pay Ms. King and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. King and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, LSYS failed to pay Ms. King and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. King and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. King and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by LSYS.

Therefore, on behalf of all aggrieved employees, Ms. King seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Larkin Street Youth Services
c/o Ferdie Ostrow
Agent for Service of Process
134 Golden Gate Ave
San Francisco, CA 94102

EXHIBIT 3

<u>CLASS AND PAGA ACTION SETTLEMENT AND RELEASE AGREEMENT</u>

Plaintiffs Femi Jordan ("Plaintiff Jordan") and Dejeiner King ("Plaintiff King") (together, Plaintiff Jordan and Plaintiff King are referred to as "Plaintiffs"), on the one hand, and Defendant Larkin Street Youth Services ("Defendant"), on the other hand (collectively, Plaintiffs and Defendant are referred to as the "Parties" and individually they are referred to as "Party"), enter into this Class and PAGA Action Settlement and Release Agreement ("Agreement," "Settlement," or "Settlement Agreement"), subject to approval by the Court, under the following terms and conditions:

1. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

1.1. "**Actions**" means *Femi Jordan v. Larkin Street Youth Services*, originally filed on February 19, 2021 and assigned Superior Court of California, County of San Francisco Case No. CGC-21-589670 ("*Jordan* Class Action"); *Femi Jordan v. Larkin Street Youth Services*, originally filed on February 24, 2021 and assigned Superior Court of California, County of San Francisco Case No. CGC-21-589915 ("*Jordan* PAGA Action"); and *Dejeiner King v. Larkin Street Youth Services*, originally filed on June 24, 2021 and assigned Superior Court of California, County of San Francisco Case No. CGC-21-592514 ("*King* Action").

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

1.3. "**Attorneys' Fees and Costs**" shall mean attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Actions, and all actual costs incurred and to be incurred by Class Counsel with respect to the Actions, as set forth in Paragraph 4.3 below.

1.3 "**Class Counsel**" means Arby Aiwazian, Esq., Joanna Ghosh, Esq., and Helene Mayer, Esq. of Lawyers *for* Justice, P.C.

1.4 "**Class List**" means a complete list of all Class Members and Aggrieved Employees that Defendant will diligently and in good faith compile from its records and provide to the

Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member 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 (as defined and provided herein).

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

1.6 "**Class Notice**" means the Notice of Class Action Settlement to be provided to Class Members, in substantially the form hereto as "**Exhibit A**," and as approved by the Court.

1.7 "**Class Period**" means the period of time from February 19, 2017 through the date of Preliminary Approval.

1.8 "**Class Representative Enhancement Award(s)**" means the amounts that the Court authorizes to be paid to Plaintiffs in recognition of their efforts and work in prosecuting the Actions, as set forth in Paragraph 4.2 below.

1.9 "**Class Settlement**" means the settlement and release of the Released Class Claims.

1.10 "**Complaints**" means the operative complaints in the Actions.

1.11 "**Court**" means the Superior Court of the State of California for the County of San Francisco.

1.12 "**Cy Pres**" refers to CASA of Alameda County.

1.13 "**Defendant**" means Larkin Street Youth Services.

1.14 "**Defendant's Counsel**" means Donald P. Sullivan of Jackson Lewis, P.C.

1.15 "**Effective Date**" means the later of the following: (i) if no Class Member submits a timely Objection or otherwise purports to object to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if a Class Member timely objects or otherwise purports to object to the Class Settlement, the Effective Date shall be the sixty-first (61) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

1.16 "**Employer Taxes**" means Defendant's employer share of payroll taxes and contributions, including but not limited to, Medicare taxes, Social Security taxes, federal unemployment taxes, and state unemployment insurance taxes, with respect to the wages portion of Individual Settlement Shares, which Defendant will pay in addition to the Gross Settlement Amount.

1.17 "**Final Approval Hearing**" shall mean the hearing at which the Court shall consider, without limitations, any timely objections to the Class Settlement from Participating Class Members, testimony from the Parties or their counsel, declarations regarding the notice process from the Settlement Administrator, and otherwise make a final determination regarding the fairness of the Settlement as set forth herein.

1.18 "**Final Approval Order and Judgment**" means the order granting final approval of the Settlement and entry of judgment based thereon, in a form to be agreed upon by the Parties and approved by the Court.

1.19 "**Gross Settlement Amount**" means the sum of Seven Hundred Thousand Dollars ($700,000.00), which is the maximum amount that Defendant will pay pursuant to this Settlement, excluding Defendant's Employer Taxes, which shall be paid by Defendant separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount includes all Individual Settlement Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, Attorneys' Fees and Costs to Class Counsel, the Class Representative Enhancement Awards to Plaintiffs, the LWDA Payment to the Labor and Workforce Development Agency ("LWDA"), and Settlement Administration Costs to the Settlement Administrator.

1.20 "**Individual PAGA Payment**" means each Aggrieved Employee's *pro rata* share of the PAGA Fund (i.e., 25% of the PAGA Settlement Amount).

1.21 "**Individual Settlement Payment**" means the net payment of each Participating Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and withholdings with respect to the portion of the Individual Settlement Share allocated as wages, as provided in Paragraph 7.2 below.

1.22 "**Individual Settlement Share**" shall mean the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be calculated in accordance with Paragraph 7.2 below, which is inclusive of employee's share of taxes and withholdings with respect to the wages portion of the Settlement.

1.23 "**Net Settlement Amount**" is the portion of the Gross Settlement Amount available for payment to Participating Class Members, which is the Gross Settlement Amount less the following subject to Court approval: Attorneys' Fees and Costs to Class Counsel, the LWDA Payment to the LWDA, Class Representative Enhancement Awards to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

1.24 "**Objection**" means a Class Member's written objection to the Settlement as set forth in Paragraph 6.2.

1.25 "**Exclusion List**" means the list of all Class Members who timely and properly request exclusion from the Class Settlement.

1.26 "**PAGA Fund**" means the Twenty-Five Percent (25%), or Forty-Six Thousand Two Hundred and Fifty ($46,250.00), of the PAGA Settlement Amount that will be paid to the Aggrieved Employees.

1.27 "**PAGA Notices**" means the December 10, 2020 notice provided by Plaintiff Jordan and the April 7, 2021 notice provided by Plaintiff King to the LWDA and Defendant of their intent to pursue civil penalties for alleged violations of the California Labor Code, assigned LWDA Case Nos. LWDA-CM-815017-20 and LWDA-CM-828612-21, respectively.

1.28 "**PAGA Period**" means the period from December 10, 2019 through the date of Preliminary Approval.

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1.29 "**PAGA Settlement**" means the settlement and release of the Released PAGA Claims.

1.30 "**PAGA Settlement Amount**" means the amount of One Hundred and Eighty-Five Thousand Dollars ($185,000.00) that the Parties have agreed shall be allocated as civil penalties under PAGA, to be paid to the LWDA and Aggrieved Employees, in connection with the PAGA Settlement.

1.31 "**Participating Class Members**" means all Class Members who do not submit a valid and timely Request for Exclusion as described in Paragraph 6.1.

1.32 "**Preliminary Approval**" means the date that the Court enters an order granting preliminary approval of the Settlement, including an order requiring the mailing of the Class Notice, setting the time, date, and place of the Final Approval Hearing, and any other matters deemed necessary in connection with the Court's determination of whether or not to grant final approval of the Settlement.

1.33 "**Qualified Settlement Account**" shall mean the Qualified Settlement Account to be established by the Settlement Administrator for the benefit of the Plaintiffs, Participating Class Members, Aggrieved Employees, and LWDA, into which the Gross Settlement Amount and if necessary also the Employer Taxes will be deposited, and from which the Individual Settlement Payments and all other payments under this Settlement Agreement shall be paid, along with the Employer Taxes (if they have been deposited into the account), and shall mean the account that will qualify and be characterized as a qualified settlement fund under the provisions of the U.S. Treasury Regulations l.486B-1 and 1.468B-5, to be administered in a manner consistent with law and the terms of this Settlement.

1.34 "**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.

1.35 "**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.

1.36 "**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.

1.37 "**Request for Exclusion**" means a written letter submitted by a Class Member indicating a request to be excluded from the Class Settlement as described in Paragraph 6.1.

1.38 "**Response Deadline**" means the date by which a Class Member may either (i) object to any aspect of the Class Settlement, (ii) submit a Request for Exclusion from the Class Settlement, and/or (iii) dispute the Workweeks as set forth in their respective Class Notices. The Response Deadline shall be ninety (90) calendar days from the initial mailing of the Class Notice, unless the ninetieth (90^{th}) day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant's Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class Member on or before the Response Deadline, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days from the original Response Deadline.

1.39 "**Settlement Administrator**" means Simpluris, Inc. ("Simpluris") agreed to by the Parties and subject to approval of the Court. The Settlement Administrator's duties include, but are not limited to, printing, distributing, and tracking forms for this Settlement, calculating estimated Individual Settlement Shares and Individual PAGA Payments, tax reporting (if any), distributing the Individual Settlement Payments, Individual PAGA Payments, Class Representative Enhancement Awards, and Attorneys' Fees and Costs, providing necessary reports and declarations, distributing the remaining funds to the Cy Pres, obtaining any refunds of taxes paid on unclaimed funds and other duties and responsibilities set forth herein to process this Settlement, as requested by the Parties.

1.40 "**Settlement Administration Costs**" means all administrative costs of settlement, including costs of notice to the Class, settlement administration, and any fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement.

1.41 "**Workweeks**" means 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, which information will be provided to the Settlement Administrator by the Defendants. Workweeks are to be calculated by the Settlement Administrator using the information to be provided by Defendants by way of the Class List, by counting the number of days between start and end dates of employment during the Class Period, as reflected in the Class List, and divide by seven and round up to the nearest whole number.

1.42 "**Workweeks Dispute**" means a dispute over the number of Workweeks accredited to a Class Member as set forth in Paragraph 6.3.

2. RECITALS

2.1 On or about February 19, 2021, Plaintiff Jordan filed the *Jordan* Action in the Superior Court of California for the County of San Francisco, Case No. CGC-21-589670, alleging a cause of action on behalf of all current and former hourly-paid or non-exempt employees of

Larkin Street Youth Services, in California for failure to pay minimum wages (Cal. Lab. Code §§ 1194, 1197 and 1197.1), failure to pay overtime wages (Cal. Lab. Code §§ 510 and 1198), failure to provide compliant meal periods and associated premiums (Cal. Lab. Code §§ 226.7 and 512), failure to provide compliant rest periods and associated premiums (Cal. Lab. Code §§ 226.7), failure to provide accurate, itemized wage statements (Cal. Lab. Code § 226), failure to keep complete or accurate payroll records (Cal. Lab. Code § 1174(d)), failure to pay wages owed upon termination (Cal. Lab. Code §§ 201-202), failure to pay wages timely during employment (Cal. Lab. Code § 204), failure to reimburse business expenses (Cal. Lab. Code §§ 2800 and 2802), and violations of the California Business & Professions Code § 17200, *et seq.* based on the aforementioned.

2.2 On or about February 24, 2021, Plaintiff Jordan filed a PAGA representative action in San Francisco County Superior Court, Case No. CGC-21-589915, against Larkin Street Youth Services for PAGA penalties on behalf of herself and others similarly situated (the *Jordan* PAGA Action) based on the same California Labor Code violations alleged in the *Jordan* Class Action.

2.3 On or about June 24, 2021, Plaintiff King filed the *King* Action in the Superior Court of California for the County of San Francisco, Case No. CGC-21-592514, alleging a cause of action on behalf of all current and former hourly-paid or non-exempt employees of Larkin Street Youth Services, in California for failure to pay minimum wages (Cal. Lab. Code §§ 1194, 1197 and 1197.1), failure to pay overtime wages (Cal. Lab. Code §§ 510 and 1198), failure to provide compliant meal periods and associated premiums (Cal. Lab. Code §§ 226.7 and 512), failure to provide compliant rest periods and associated premiums (Cal. Lab. Code §§ 226.7), failure to provide accurate, itemized wage statements (Cal. Lab. Code § 226), failure to keep complete or accurate payroll records (Cal. Lab. Code § 1174(d)), failure to pay wages owed upon termination (Cal. Lab. Code §§ 201-202), failure to pay wages timely during employment (Cal. Lab. Code § 204), failure to reimburse business expenses (Cal. Lab. Code §§ 2800 and 2802), violations of the California Business & Professions Code § 17200, *et seq.*, and violations of California Labor Code §§ 2698 *et. seq.* (California Labor Code Private Attorneys General Act of 2004), based on the aforementioned.

2.4 In order to effectuate the terms of the Settlement, the Parties have agreed to consolidate the Actions and deem the *Jordan* Class Action the lead case.

2.3 On April 25, 2022, the Parties participated in a full-day mediation with Honorable Raul A. Ramirez (Ret.) (the "Mediator"), a respected mediator of complex wage and hour actions.

2.4 After ongoing settlement negotiations, on or around May 2, 2022, the Parties reached a settlement in principle. The settlement negotiations were conducted at arm's length, and the Settlement is the result of an informed, detailed, and independent respective analysis of the merits of Plaintiffs' claims and Defendant's potential liability and exposure in relation to the costs and risks associated with continued litigation.

2.5 Class Counsel has conducted a thorough legal and factual analysis and investigation into the facts of the Actions, including an extensive review of relevant documents and data, and has diligently pursued an investigation of the class and PAGA claims against Defendant. Based on the information, documents, and data obtained, as well as Class Counsel's own independent investigation and evaluation, Class Counsel believes that the Settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, Aggrieved Employees, and State of California in light of all known facts and circumstances, including the risk of significant delay, the class not being certified, uncertainty associated with continued litigation, and the various defenses asserted by Defendant.

2.6 It is the Parties' desire to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the allegations of the Actions.

2.7 It is the Parties' intention that the Settlement shall constitute a full, complete, and final settlement and release of all Released Class Claims pursuant to the Class Settlement and final settlement and release of all Released PAGA Claims pursuant to the PAGA Settlement (as defined and provided herein).

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3. NO ADMISSION OF LIABILITY

3.1. This Agreement is entered into for the purpose of compromising disputed claims and to resolve the dispute and to avoid the burden, expense, and risk of continued litigation. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant. Defendant does not admit, and specifically denies, that it violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; failed to comply with the law in any respect; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees; or have any liability to anyone, including Plaintiffs, Class Members, Aggrieved Employees, and/or the State of California for any of the claims asserted in the Actions. This Settlement and the fact that the Parties were willing to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

3.2. Whether or not the Final Approval Order and Judgment becomes final and the Effective Date occurs, nothing in this Agreement, or any document, statement, proceeding or conduct related to the Settlement, or any reports or accounting of those matters, will be construed as or offered in evidence as evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage. If the Court does not approve the Settlement or enter the Final Approval Order and Judgment approving it for any reason, or if the Effective Date does not occur for any reason, Defendant shall retain all of its rights to object to the maintenance of the Actions as a representative or class action, and nothing in this Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any party concerning whether the Actions may properly be maintained as a class action.

3.3. This Section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

4. TERMS OF THE SETTLEMENT

4.1. Gross Settlement Amount. The Gross Settlement Amount is Seven Hundred Thousand Dollars ($700,000.00) and this amount plus the Employer Taxes represent the total amount that Defendant is obligated to pay under this Agreement under any circumstances in order to resolve and settle the Actions, subject to Court approval. This sum shall include all Individual Settlement Shares (inclusive of the employee's share of applicable taxes) to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, the LWDA Payment to the LWDA, Class Representative Enhancement Awards to Plaintiffs, Settlement Administration Costs to the Settlement Administrator, and Attorneys' Fees and Costs to Class Counsel. Defendant shall not be required to pay any additional monies beyond the amount of the Gross Settlement Amount plus the Employer Taxes. Further, no portion of the Gross Settlement Amount shall revert to Defendant, and any amount of the Gross Settlement Amount not required to pay the above-referenced amounts shall be a part of the Net Settlement Amount to be paid to the Participating Class Members on a *pro rata* basis according to the formula contained herein. Defendant will pay the Gross Settlement Amount in three (3) payments, as set forth in Paragraph 7, below.

4.2. Class Representative Enhancement Awards. Subject to the Court's approval and in recognition of their efforts and work in prosecuting the Actions, the Plaintiffs seek up to Seven Thousand and Five Hundred Dollars ($7,500.00) to each of the Plaintiffs, for a total of $15,000.00, which shall be paid from the Gross Settlement Amount. Any portion of the requested Class Representative Enhancement Awards that is not awarded to the Class Representatives shall be part of the Net Settlement Amount for the benefit of Participating Class Members. The Settlement Administrator shall issue an IRS Form 1099, if applicable, to Plaintiffs for Class Representative Enhancement Awards. The Class Representative Enhancement Awards are in addition to any Individual Settlement Payments and/or Individual PAGA Payments (if applicable) to which Plaintiffs are entitled. In the event that the Court reduces or does not approve the requested Class

Representative Enhancement Awards, Plaintiffs shall not have the right to revoke the Settlement, and it will remain binding. Plaintiffs will be solely and legally responsible to pay any and all applicable taxes on their Class Representative Enhancement Awards.

4.3. Attorneys' Fees and Costs. Class Counsel shall seek, and Defendant will not oppose, an award of attorneys' fees not to exceed thirty-five percent (35%), or $245.000.00, plus reasonable costs and expenses not to exceed Thirty-Five Thousand Dollars ($35,000.00), subject to approval by the Court. This amount set forth above will cover all fees and costs incurred to date in the Actions, and all work to be performed and all fees and costs to be incurred in connection with obtaining the Court's approval of this Settlement. Any portion of the requested Attorneys' Fees and Costs that is not awarded to Class Counsel shall be part of the Net Settlement Amount for the benefit of Participating Class Members. In the event that the Court reduces or does not approve the requested Attorneys' Fees and Costs, Plaintiffs and Class Counsel shall not have the right to revoke the Settlement, and it will remain binding.

4.4. Payment to Settlement Administrator. The Settlement Administrator shall be Simpluris, Inc. (i.e., Settlement Administrator). The Settlement Administrator will maintain acceptable electronic and physical security protocols to adequately protect and safeguard the private employee information it will have access to as a result of the notice and settlement administration process. The Settlement Administration Costs are currently estimated to not exceed Seven Thousand Five Hundred Dollars ($7,500.00), which shall be paid from the Gross Settlement Amount, subject to Court approval. Any information provided by Defendants or Plaintiffs to the Settlement Administrator can only be used for the purpose of notice and settlement administration, and cannot be used by the Parties for any other purpose. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on payments issued under the Settlement, the issuing of 1099 and W-2 IRS Forms, distributing and translating the Class Notice, calculating and distributing payments due under the

Settlement, distributing the remaining funds to the Cy Pres, obtaining any refund of taxes on uncashed or cancelled payments and providing necessary reports and declarations. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties are to be part of the Net Settlement Amount.

4.5. PAGA Settlement Amount. Subject to Court approval, the Parties have agreed that One Hundred Eighty-Five Thousand Dollars ($185,000.00) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-Five Percent (75%), or One Hundred Thirty-Eight Thousand Seven Hundred and Fifty Dollars ($138,750.00), of the PAGA Settlement Amount will be paid to the LWDA ("LWDA Payment"), and Twenty-Five Percent (25%), or Forty-Six Thousand and Two Hundred and Fifty Dollars ($46,250.00) ("PAGA Fund"), of the PAGA Settlement Amount will be paid to the Aggrieved Employees. The entire PAGA Fund will be distributed to all Aggrieved Employees. No portion of the PAGA Settlement Amount will revert to or be retained by Defendant.

4.6. Net Settlement Amount. The Net Settlement Amount will be the remaining balance of the Gross Settlement Amount, after payment of the Attorneys' Fees and Costs, Class Representative Enhancement Awards, the PAGA Settlement Amount, and the Settlement Administration Costs. The remaining balance, representing the Net Settlement Amount, is inclusive of any and all employee's share of payroll taxes and withholdings (if any) on the wages portion of Individual Settlement Shares. The entire Net Settlement Amount will be distributed to Participating Class Members (net of applicable taxes on the wages portion of Individual Settlement Shares) by the Settlement Administrator. No portion of the Net Settlement Fund will revert to or be retained by Defendants.

4.7. Tax Treatment of Individual Settlement Payments and Individual PAGA Payments.

4.7.1. The Settlement Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, Aggrieved Employees, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities and for filing for any refunds of taxes due for the wage portion of the uncashed settlement checks.

4.7.2. Prior to the distribution of Individual Settlement Payments, the Settlement Administrator shall calculate the total taxes and withholdings required as a result of the wage portion of the Individual Settlement Shares and such actual amount will be deducted therefrom. Additionally, within five (5) calendar days of the Effective Date, or earlier upon Defendant's request, the Settlement Administrator shall calculate the Employer Taxes due on the wage portion of the Individual Settlement Shares and issue instructions to Defendant to separately fund these obligations.

4.7.3. Defendant, Defense Counsel, the Settlement Administrator, and Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and other Participating Class Members and Aggrieved Employees are not relying on any statement, representation, or calculation by Defendant, Defense Counsel, Class Counsel, or the Settlement Administrator in this regard. Plaintiffs and other Participating Class Members and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein and will defend, indemnify, and hold Defendant, Defense Counsel, Class Counsel, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

4.8. Acknowledgements by Plaintiffs. Plaintiffs acknowledge and agree that: (i) this Settlement may result in taxable income to Plaintiffs under applicable federal, state, and local tax laws; (ii) Defendants are providing no tax, accounting, or legal advice to Plaintiffs, and make no representations regarding any tax obligations or tax consequences on Plaintiffs' part relating to or arising from this Settlement Agreement; (iii) Plaintiffs may not and shall not seek any indemnification from Defendants with respect to any federal, state, and local taxes, and any tax liens or claims against Plaintiffs that may arise from payments to them under this Agreement.

5. PROCEDURE FOR SEEKING APPROVAL OF SETTLEMENT

5.1. Upon execution of this Agreement and on the same date that the Agreement is submitted to the Court for approval, Class Counsel shall submit a copy of this Agreement to the LWDA.

5.2. Upon execution of this Agreement, Class Counsel shall also prepare and submit to the Court a Motion for Preliminary Approval of the Settlement. The Motion for Preliminary Approval shall include a proposed plan for sending the Class Notice to Class Members, as outlined in this section. The Motion for Preliminary Approval and supporting pleadings shall be subject to the approval of the Defendant, which shall not be unreasonably withheld.

5.3. Class Notice will provide the following information: (i) information regarding the nature of the Actions; (ii) a summary of the Settlement's principal terms; (iii) the Class and Aggrieved Employee definitions; (iv) the dates which comprise the Class Period and PAGA Period; (v) instructions on how to submit, and the deadline for submitting, Requests for Exclusion from the Class Settlement or Objections to the Class Settlement; (vi) instructions on how to submit, and the deadline for submitting, a Workweeks dispute; and (vii) the claims to be released.

5.4. There will not be a claims process requirement, and as such, Class Members will not receive and will not be required to submit a claim form to receive their individual settlements.

5.5. Within sixty (60) calendar days after Preliminary Approval of this Settlement by the Court, Defendant will diligently and in good faith provide the Settlement Administrator the Class List, as defined herein. The data provided to the Settlement Administrator will remain confidential and will not be disclosed to anyone, except as required by applicable tax authorities, pursuant to the express written consent of Defendant, to enforce the terms of this Agreement, or by order of the Court. The data provided under this Section shall be used only for the purpose of administering this Settlement. All Class Members/Aggrieved Employees' names and postal mail addresses shall be protected as private and confidential and not used for purposes other than the administration of this Settlement. Notwithstanding the foregoing, this Section may be amended by the Parties in a manner necessary to effectuate payment to the Participating Class Members/Aggrieved Employees.

5.5.1. The Settlement Administrator shall send a Class Notice to Class Members by First-Class U.S. mail within fourteen (14) calendar days of receipt of the Class List. Prior to mailing the Class Notice, the Settlement Administrator shall update or correct the addresses of the Class Members/Aggrieved Employees by reference to the National Change of Address Database maintained by the United States Postal Service.

5.5.2. If a Class Notice is returned as non-deliverable within ten (10) calendar days of initial mailing, with a forwarding address, the Settlement Administrator shall resend the Class Notice to the forwarding address within three (3) business days.

5.5.3. If a Class Notice is returned as non-deliverable within ten (10) calendar days of initial mailing, with no forwarding address, the Settlement Administrator shall conduct a single advanced skip trace to locate the most current address of the person to whom the Class Notice was addressed. The Settlement Administrator shall only conduct one (1) supplemental mailing of a returned Class Notice for each Class Member/Aggrieved Employees within three (3) business days.

5.5.4. Class Members/Aggrieved Employees who are sent a re-mailed Class Notice shall have their original Response Deadline extended by fifteen (15) calendar days from the original deadline.

5.5.5. Upon completion of these steps, the Parties shall be deemed to have satisfied their obligations to provide the Class Notice to the affected Class Members.

5.6. The Motion for Preliminary Approval of this Settlement shall also apply to the Court for the entry of an order (“Preliminary Approval Order”), which shall be mutually agreed upon by the Parties, seeking the following: (1) conditionally certifying the Class for settlement purposes only; (2) granting Preliminary Approval of the Settlement; (3) preliminarily appointing Plaintiffs as representatives of the Class; (4) preliminarily appointing Plaintiffs’ Counsel as counsel for the Class; (5) approving, as to form and content, the mutually-agreed upon and

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proposed Class Notice, attached hereto as "Exhibit A"; (6) directing the mailing of the Class Notice by first class mail to the Class Members; (7) approving the manner and method for Class Members to request exclusion from the Class Settlement, object to the Class Settlement, and/or dispute their Workweeks as contained herein and within the Class Notice; and (8) scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate.

5.6.1. If the Court does not grant the Motion for Preliminary Approval and issue an order approving the Settlement under the specific terms requested, the Parties agree to meet and confer to determine whether resolution of the claims encompassed by the Settlement can be obtained in a manner consistent with the Court's concerns. If the Parties are unable to reach a resolution of the claims in a manner consistent with the Court's concerns, and the Court does not grant the Motion for Preliminary Approval, the Settlement shall be void and null.

5.6.2. The Parties stipulate to certification of the Class under California Code of Civil Procedure Section 382, for settlement purposes only. The Parties agree that this stipulation shall not be offered as evidence in, and may not be used for any purpose whatsoever in any legal proceeding, including but not limited to any arbitrations and/or any civil and/or administrative proceedings, other than a proceeding to enforce the terms of the Agreement, as further set forth in this Agreement or as may be required to be cited and offered in support of a request to stay or dismiss other legal proceedings involving Defendant raising similar issues, including but limited to pending litigations, arbitrations, and agency proceedings.

5.7. The Parties agree to fully cooperate in the drafting and/or filing of any documents reasonably necessary to be prepared or filed and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement.

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5.8. After the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to determine whether final approval of the Settlement should be granted, along with the amounts properly payable under the terms of this Agreement.

5.9. Class Counsel will be responsible for drafting the motion seeking final approval of the Settlement. The motion papers shall be subject to the approval of the Defendants, which shall not be unreasonably withheld. The Motion for Final Approval of this Settlement shall apply to the Court for the entry of the mutually-agreed upon proposed order and judgment (i.e., the Final Approval Order and Judgment), which will provide for, in substantial part, the following: (1) approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions; (2) making final its preliminary certification of the Class for purposes of the Settlement; (3) confirming appointment of Plaintiffs as the representatives for the Class; (4) confirming appointment of Plaintiffs' Counsel as counsel for the Class; (5) approving the application for the Attorneys' Fees and Costs; (6) approving the application for the Class Representative Enhancement Awards; (7) directing Defendants to fund all amounts due under the Agreement; and (8) entering judgment in the Actions while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Agreement.

6. PROCEDURE FOR REQUESTS FOR EXCLUSION OR OBJECTIONS

6.1. Requests for Exclusion. Class Members, with the exception of Plaintiffs, may opt out of the Class Settlement. Those who wish to exclude themselves (or "opt out") from the Class Settlement must submit timely and valid written requests for exclusion ("Request for Exclusion"). To be effective, a Request for Exclusion must: (1) contain the case name and number of one of the Actions; (2) state the full name, address, and telephone number of the Class Member requesting exclusion; (3) clearly state that the Class Member does 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 the Class Member; and (5) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. Aggrieved Employees may not opt-out of the PAGA Settlement and will still be paid their respective share of the PAGA Fund. The date of the postmark shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Requests for Exclusion must be exercised individually by the Class Member, even if the Class Member is represented by counsel.

6.1.1. The Settlement Administrator shall promptly log each Request for Exclusion that it receives and provide copies of the log and all such Requests for Exclusion to Class Counsel and Defendants' Counsel, as requested.

6.1.2. Any Class Member who submits a timely Request for Exclusion may not submit an Objection to the Class Settlement or receive an Individual Settlement Payment, and shall be deemed to have waived any rights or benefits under the Class Settlement.

6.1.3. The Settlement Administrator shall prepare a list of all persons who submitted timely and valid Requests for Exclusion (i.e., the Exclusion List) and shall, before the Final Approval Hearing, submit an affidavit to the Court attesting to the accuracy of the list.

6.1.4. All Class Members who are not included in the Exclusion List shall be bound by this Agreement, and all their claims shall be dismissed with prejudice and released as provided for herein, even if they never received actual notice of the Actions or this Settlement.

6.1.5. The Settlement Administrator, in its sole discretion, shall determine whether a Request for Exclusion was timely and properly submitted. The Settlement Administrator's decision shall be final, binding, and non-appealable.

6.1.6. The Plaintiffs agree they cannot request exclusion from any aspect of the Settlement.

6.2. Objections. Only Class Members who have not opted out of the Class Settlement (i.e., Participating Class Members) may object to the Class Settlement by submitting a written objection (i.e., Objection) to the Settlement Administrator, by mail, on or before the Response

Deadline. An Objection must: (1) contain the case name and number of one of the Actions; (2) state the full name, address, and telephone number of the objecting Class Member; (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 the Class Member; (6) identify any legal counsel representing the Class Member with respect to the objection; and (7) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark shall be the exclusive means used to determine whether an Objection has been timely submitted. Objections must be exercised by the Participating Class Member, even if the Participating Class Member is represented by counsel. Any Participating Class Member may, in addition to submitting a written Objection, appear at the Final Approval Hearing to orally present their objections to the Class Settlement, without any prior notice.

6.3. Dispute Regarding Workweeks. Class Members will have an opportunity to dispute the number of Workweeks to which they have been credited, as reflected in their respective Class Notices. Those who wish to dispute the number of Workweeks to which they have been credited must submit a written dispute letter to the Settlement Administrator ("Workweeks Dispute"). A Workweeks Dispute must: (1) contain the case name and number of one of the Actions; (2) be signed by the Class Member; (3) contain the full name, address, and telephone number of the disputing Class Member; (4) clearly state that the individual disputes the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her; (5) include information and/or attach documentation demonstrating that the number of Workweeks that he or she contends should be credited to him or her are correct; and (6) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark shall be the exclusive means used to determine whether a Workweeks Dispute has been timely submitted. Absent credible information and/or documents demonstrating that Defendant's records and data are inaccurate as they pertain to the number of Workweeks to be credited to a disputing Class Member, Defendant's records will be presumed correct and determinative of the dispute. The Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be made within ten (10) business days after the Response Deadline and the decision will be final and non-appealable.

6.4. Cooperation and Binding Nature of Settlement. Plaintiffs and their counsel shall support the Settlement and take such steps as are reasonably necessary to effectuate the Settlement. Class Counsel agrees to use their best efforts to resolve any Objections to the Class Settlement, as set forth in this Agreement. Defendant, in turn, agree to use their best efforts to cooperate with Class Counsel's efforts in this regard. Plaintiffs shall not opt out of or object to the Settlement.

6.5. Aggrieved Employees May Not Opt-Out to the PAGA Settlement. Because this Settlement resolves claims brought pursuant to PAGA by Plaintiffs acting as a proxy and as a Private Attorney General of and for the State of California and the LWDA, no Aggrieved Employee has the right to opt out of the release of the claims for PAGA civil penalties set forth herein. All Aggrieved Employees will release the Released PAGA Claims, and will be paid their respective shares of the PAGA Fund.

7. PAYMENT OF SETTLEMENT SHARES

7.1. Timing of Settlement Payments. The Gross Settlement Amount shall be paid in three (3) payments as follows:

7.1.1. Two Hundred and Fifty Thousand Dollars ($250,000.00) ("Payment 1") plus the Employer Taxes.

7.1.2. Two Hundred and Fifty Thousand Dollars ($250,000.00) ("Payment 2").

7.1.3. Two Hundred Thousand Dollars ($200,000.00) ("Payment 3").

7.2. Within seven (7) calendar days after the Effective Date, the Settlement Administrator will provide Defendants with wire transfer information. Within seven (7) calendar days after the Settlement Administrator provides Defendant with wire transfer information, Defendant will transfer the Payment 1, plus Employer Taxes, to the Settlement Administrator via wire transfer into a Qualified Settlement Account ("QSA"). Within fifteen (15) calendar days after Defendant transfers Payment 1 plus Employer Taxes, the Settlement Administrator shall distribute (i) the Class Representative Enhancement Awards to Plaintiffs and (ii) payments to Participating Class Members. One (1) year after Payment 1 is made, Defendant will transfer Payment 2 into the QSA. Within fifteen (15) calendar days after Defendant transfers Payment 2, the Settlement Administrator shall distribute the payments to (i) Aggrieved Employees, (ii) the LWDA, and (iii) itself for Settlement Administration Costs. Two (2) years after Payment 1 is made, Defendant will transfer Payment 3 into the QSA. Within fifteen (15) calendar days after Defendant transfers Payment 3, the Settlement Administrator shall distribute payment to Class Counsel for Attorneys' Fees and Costs.

7.3. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks, as follows:

7.3.1. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement.

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

7.3.3. Each Individual Settlement Share will be allocated as follows: thirty-three and one third percent (33 1/3%) unpaid wages and sixty-six and two thirds percent (66 2/3%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Participating Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount.

7.3.4. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Participating Class Members, in accordance with this Settlement Agreement. Each Individual Settlement Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled.

7.3.5. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Participating Class Members equals 100% of the Net Settlement Amount, subject to any funds remaining from uncashed funds, which will be distributed to the Cy Pres. If a Participating Class Member fails to cash, deposit, or otherwise negotiate their Individual Settlement Payment check within one hundred and eighty (180) calendar days after it is sent, the Settlement Administrator will distribute the funds represented by the check to the Cy Pres. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, and employer tax refunds that are necessitated due to the cancelation of any Individual Settlement Payment checks. Participating Class Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement.

7.4. Individual PAGA Shares will be calculated and apportioned from the PAGA Fund based on the Aggrieved Employees' Workweeks, as follows:

7.4.1. The Settlement Administrator will divide the PAGA Fund by the Workweeks of all Aggrieved Employees during the PAGA Period to yield the "PAGA Workweek Value," and multiply each Aggrieved Employee's individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment that he or she is eligible to receive under the Settlement. The entire PAGA Fund will be disbursed to all Aggrieved Employees, regardless of whether they request to be excluded from the Class Settlement, subject to any funds remaining from uncashed checks, which will be distributed to an agreed upon Cy Pres.

7.5. Participating Class Members shall be subject to and bound by the Class Settlement and the Final Approval Order and Judgment with respect to all Released Class Claims, regardless of whether they received any distribution from the Net Settlement Amount.

7.6. <u>No Credit Toward Benefit Plans</u>. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which payments are actually issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not be utilized to calculate any additional benefits under any benefit plans to which any Plaintiffs, Participating Class Members, or Aggrieved Employees may be eligible including, but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, paid time off, sick leave plans, PTO plans, pension plans, or any other benefit plan. Class Members will not be entitled to any additional compensation or benefits under any company bonus, contest or other compensation or benefit plan in place during the period covered by the Settlement. It is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which Plaintiffs, Participating Class Members, or Aggrieved Employees may be entitled under any benefit plans.

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8. RELEASES

8.1. General Release of Claims by Class Representatives. Upon the Effective Date and full funding of the Gross Settlement Amount, Class Representatives individually for themselves, and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims whatsoever, known and unknown, asserted and not asserted, which Class Representatives have, or may have, against the Released Parties as of the date of execution of this Settlement Agreement, including, without limitation, regarding Class Representatives' employment and/or the termination of employment including, but not limited to, all claims that were, or could have been, alleged, based on the facts contained, in the Complaints in the Actions, or could have been, alleged based on facts contained in the Complaints in the Actions, the PAGA Notice, or ascertained during the Action, and release any claims for wages and penalties, bonuses, severance pay, employment benefits, stock options, violation of any personnel policy, any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law. Upon the Effective Date and full funding of the Gross Settlement Amount, Class Representatives shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law that purports to limit the scope of a general release. Class Representatives, for themselves, have read Section 1542 of the California Civil Code, which provides:

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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.

8.2. The Class Representatives understand that Section 1542 gives the right not to release existing claims of which they are not now aware, unless the Class Representatives voluntarily choose to waive this right. Having been so apprised, the Class Representatives nevertheless voluntarily waive the rights described in Section 1542 and elect to assume all risks for unknown claims that now exist in her favor, known or unknown. The release of the claims of the Class Representatives as set forth in this paragraph is a condition precedent to enforcement of the Settlement Agreement. Notwithstanding the above, the general release by Class Representatives shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

8.3. **Release by Participating Class Members.** 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. The Parties agree that the judgment, and release of claims provided herein, shall have *res judicata* effect. The release of Released Class Claims shall not be limited in any way by the possibility that Plaintiffs or Participating Class Members may discover new facts or legal theories, or legal arguments not alleged in the operative pleadings in the Actions, but which might serve as an alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling within the definition of Released Class Claims.

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8.4. **Release by the State of California and Aggrieved Employees**. 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. The Parties agree that the judgment, and release of claims provided herein, shall have *res judicata* effect.

8.5. Subject to Court approval, the Plaintiffs, all Participating Class Members, the State of California, and all Aggrieved Employees shall be bound by this Settlement Agreement, and all of their claims shall be dismissed with prejudice and released, even if they never received actual notice of the Actions or this Settlement, in accordance with the terms and conditions set forth herein.

9. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF SETTLEMENT AGREEMENT

9.1. If the Court does not approve the Settlement as set forth in this Agreement, or does not enter the Final Approval Order and Judgment on the terms described herein, or if the Court enters the Final Approval Order and Judgment and appellate review is sought, and on such review, the entry of Final Approval Order and Judgment is vacated, modified in any way, or reversed, or if the Final Approval Order and Judgment does not otherwise become final, then this Agreement shall be canceled and terminated.

9.2. In the event that: (i) the Settlement is not approved, is overturned, or is modified by the Court or on appeal, (ii) the Final Approval Order and Judgment does not become final, or (iii) this Settlement Agreement is terminated, canceled, or fails to become effective for any reason, then: (a) the Parties stipulate and agree the Settlement, this Agreement, the Class List, the Exclusion List, and all documents exchanged and filed in connection with the Settlement shall be treated as settlement communications under Cal. Evid. Code § 1115 *et seq.* and § 1152; (b) the Settlement shall be without force and effect upon the rights of the Parties hereto, and none of its terms shall be effective or enforceable, with the exception of this paragraph, which shall remain effective and enforceable; (c) the Parties shall be deemed to have reverted *nunc pro tunc* to their respective status prior to execution of this Agreement, including with respect to any Court-imposed deadlines; (d) all orders entered in connection with the Settlement, including the certification of the Class, shall be vacated without prejudice to any Party's position on the issue of class certification, the issue of amending the complaint, or any other issue, in the Actions or any other actions, and the Parties shall be restored to their litigation positions existing on the date of execution of this Agreement; and (e) the Parties shall proceed in all respects as if the Agreement and related documentation and orders had not been executed, and without prejudice in any way from the negotiation or fact of the Settlement or the terms of the Agreement. The Agreement, the Settlement, all documents, orders, and evidence relating to the Settlement, the fact of their existence, any of their terms, any press release or other statement or report by the Parties or by others concerning the Agreement, the Settlement, their existence, or their terms, any negotiations, proceedings, acts performed, or documents executed pursuant to or in furtherance of the Agreement or the Settlement shall not be offered or construed as evidence of a presumption, concession, or an admission of liability, of unenforceability of any arbitration agreement, of the certifiability of a litigation class, or of any misrepresentation or omission in any statement or written document approved or made, or otherwise used for any purpose whatsoever, in any trial of the Actions or any other action or proceedings. Plaintiffs, Class Counsel, and the Settlement Administrator shall return to counsel for Defendant all copies of the Class List and Exclusion Lists and shall not use or disclose the Class List or Exclusion List for any purpose or in any proceeding.

10. MISCELLANEOUS TERMS

10.1. Waiver of Right to Appeal. Provided that the Court's approval of this Settlement is consistent with the material terms of this Agreement, Plaintiffs, Defendant, and their respective counsel hereby waive any and all rights to appeal the approval of the Settlement and the Final Approval Order and Judgment. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If any appeal is taken, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until after the Effective Date.

10.2. No Injunctive Relief. As part of this Settlement, Defendant shall not be required to enter any consent decree, nor shall Defendant be required to agree to any provision of injunctive relief.

10.3. Interim Stay of Proceedings. The Parties agree to refrain from further litigation of the Actions, except such proceedings necessary to implement and obtain entry of the orders granting approval of the Settlement, as contemplated herein. The Parties further agree that the mutual, voluntary cessation of litigation shall terminate if the Settlement is not approved by the Court. The Plaintiffs and Class Counsel acknowledge that an adequate factual record has been established that supports the Settlement. The Parties agree to reasonably cooperate with respect to limited confirmatory discovery to facilitate approval of the Settlement and related to the last-known addresses of Class Members, only if required.

10.4. Continued Jurisdiction. After entry of the Final Approval Order and Judgment pursuant to the Settlement, the Court shall have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (i) the interpretation and enforcement of the terms of the Agreement, (ii) settlement administration matters, and (iii) such post-judgment matters as may be appropriate under court rules or applicable law, or as set forth in this Agreement.

10.5. Fair Settlement. The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions, taking into account all relevant factors, current and potential.

10.6. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the settlement of the Actions. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

10.7. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on this Agreement.

10.8. Attorney Authorization. Plaintiffs' Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, 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 required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Mediator to resolve such disagreement.

10.9. Modification of Agreement. This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties, or signed by all Parties' counsel, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

10.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

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

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10.12. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications provided concerning the Settlement Agreement shall be in writing and delivered by electronic mail and overnight mail at the addresses set forth below, or such other address as either Party may designate in writing from time to time:

To Plaintiffs and Class Counsel:
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Helene Mayer, Esq.
LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Email: arby@calljustice.com;
joanna@calljustice.com;
helene@calljustice.com

To Defendant and Defendant's Counsel:
Donald P. Sullivan, Esq.
Isabella L. Shin, Esq.
JACKSON LEWIS, PC
50 California Street, 9th Floor
San Francisco, California 94111
Email: donald.sullivan@jacksonlewis.com

10.13. California Law Governs. All terms and conditions of this Agreement will be governed by and interpreted according to the laws of the State of California.

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

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

10.15. 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.

10.16. 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.

10.17. Grammar. The neutral, feminine, and masculine forms of a pronoun shall be considered to include within their meaning the masculine, feminine, and gender-neutral forms of the pronoun, and vice versa.

10.18. Execution in Counterparts. This Agreement may be executed in counterparts which shall be deemed to be part of one original, and facsimile signatures and signatures transmitted by PDF or other electronic means shall be equivalent to original signatures. When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Settlement Agreement binding upon and effective as to all Parties.

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10.19. Exhibit Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibit, which is incorporated by this reference as though fully set forth herein.

10.20. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

10.21. Signatories. It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each member execute the Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the release of Released Class Claims with respect to Participating Class Members, and the release of Released Class Claims shall have the same force and effect as if the Settlement Agreement were executed by each Participating Class Member.

10.22. Confidentiality. The Class Representatives and Class Counsel will keep all terms of this settlement confidential and will not make any public disclosure or social media postings regarding the Actions, the Settlement or the Confidential Memorandum of Understanding except for what is necessary to obtain preliminary or final approval of this Settlement from the Court. If comment or information is requested by the media, the Class Representatives and Class Counsel will provide no information other than direct the media to the public records of the action on file with the Court. Class Counsel will take all steps necessary to ensure Class Representatives are aware of, and will encourage them to adhere to, the restriction against public disclosure and media comment on the Settlement and its terms. Class Counsel and the Class Representatives agree that this Confidentiality term is a material term, and that breach of this provision shall be deemed a material breach of this Settlement. The Parties agree that breach of this term shall cause irreparable harm to Defendant. Layers *for* Justice, PC may list this Action in any future adequacy declaration.

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10.23. <u>Termination.</u> Defendant has the right in its sole and exclusive discretion to terminate and withdraw from the Settlement at any time prior to the date that the Court enters final approval of this settlement if more than 10% of Class Members timely and validly submit Requests for Exclusion or if the Court fails to approve material terms of the settlement, including the scope of the release. Defendant must make such election within ten (10) business days of being notified by the Settlement Administrator of the 10% or great opt-out rate or the Court's denial of the Settlement with prejudice.

10.24. <u>Representations.</u> Class Counsel represent that they are not currently in communication with any current and former employees of Defendant, other than Plaintiffs, regarding any claims against Defendant or the Released Parties, and that they have no plans to represent anyone in bringing any additional claims, actions, charges, or complaints against Defendant or the Released Parties.

10.25. <u>Waiver</u>. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Class and PAGA Action Settlement and Release Agreement between Plaintiffs and Defendant as of the date(s) set forth below:

<u>IT IS SO AGREED</u>:

FEMI JORDAN

Electronically Signed 2024-09-25 18:51:24 UTC - 174.194.138.161

Nintex AssureSign® 4698dd55-139a-4ddb-8121-b1f60131f8d9

Dated: 09/25/2024, 2024

Femi Jordan, Plaintiff

DEJEINER KING

Electronically Signed 2024-09-29 19:21:53 UTC - 170.55.0.254

Nintex AssureSign® 77f2f25d-7be4-486c-a700-b1801332001

Dated: 09/29/2024, 2024

Dejeiner King, Plaintiff

LARKIN STREET YOUTH SERVICES

Dated:____________________, 2024

____

Full Name: ____________________________

Title: ________________________________

On behalf of Larkin Youth Street Services

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: October 8, 2024

Arby Aiwazian
Joanna Ghosh
Helene Mayer
Attorneys for Plaintiffs and
Proposed Class Counsel

JACKSON LEWIS PC

Dated:____________________, 2024

____

Donald P. Sullivan
Isabella L. Shin
Attorneys for Defendant

DEJEINER KING

Dated:____________________, 2024

____
Dejeiner King, Plaintiff

LARKIN STREET YOUTH SERVICES

Dated: 1/10/2025, 2024

Sherilyn Adams
____

Full Name: Sherilyn Adams

Title: CEO

On behalf of Larkin Youth Street Services

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated:____________________, 2024

____
Arby Aiwazian
Joanna Ghosh
Helene Mayer
Attorneys for Plaintiffs and
Proposed Class Counsel

JACKSON LEWIS PC

Dated: 1/9/2025, 2024

Donald P. Sullivan
____
Donald P. Sullivan
Isabella L. Shin
Attorneys for Defendant

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 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 [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 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 [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 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: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.