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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

ANDREW ELLENBERG-WILEY, an individual, on behalf of himself, and on behalf of all persons similarly situated, Plaintiff, vs. SAN FRANCISCO AIDS FOUNDATION, a California nonprofit corporation; and DOES 1-50, Inclusive, Defendants.	Case No. CGC-23-609040 **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: December 10, 2026 Time: 9:00 a.m. Dept.: 302

This matter having come before the Superior Court of the State of California, in and for the County of San Francisco, at 9:00 a.m. on December 10, 2026, with Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group, APLC as counsel for Plaintiff ANDREW ELLENBERG-WILEY ("Plaintiff"), and Kathleen Carter, Esq., Nyoki Reynolds, Esq., and Dale A. Anderson, Esq. of Messner Reeves, LLP, as counsel for Defendant SAN FRANCISCO AIDS FOUNDATION (hereinafter "Defendant"). The Court, having carefully considered the briefs, argument of counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Amended Class Action and PAGA Settlement and Release of Claims ("Settlement Agreement" or "Agreement"), a true and correct copy of which is attached to the Declaration of Shani O. Zakay, Esq. as Exhibit "1". This is based on the Court's determination that the Settlement Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, Rule 3.769.

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

3. Subject to the terms of the Settlement Agreement, the Total Settlement Amount that Defendant shall pay is Five Hundred Ninety-Five Thousand Four Hundred Nine Dollars and Thirty-Nine Cents ($595,409.39). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive arms-length negotiations.

4. The Court preliminarily finds that the Settlement appears to be within the range of

reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. Plaintiff seeks Attorneys' Fees in the amount not to exceed one-third of the Gross Settlement Amount, currently estimated to be $198,469.80, plus a reimbursement of reasonably incurred expenses in an amount of up to Thirty Thousand Dollars and Zero Cents ($30,000.00), and proposed Service Award to the Class Representative, Andrew Ellenberg-Wiley, in an amount of not more than Ten Thousand Dollars and Zero Cents ($10,000.00). While these awards appear to be within the range of reasonableness, the Court will not approve the Attorneys' Fees and Attorneys' Expenses, or the Service Award until the Final Approval Hearing.

6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class:

> All persons who are or previously were employed by Defendant in California and classified as non-exempt employees ("Class") at any time during the period from September 13, 2019, and February 28, 2024 ("Class Period").

7. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class Representative will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified

to act as counsel for the Class Representative in his individual capacity and as the representative of the Class Members.

8. The Court provisionally appoints Plaintiff Andrew Ellenberg-Wiley as the representative of the Class.

9. The Court provisionally appoints Shani Zakay, of Zakay Law Group, APLC, and Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC as Class Counsel for the Class Members.

10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of Class and Representative Action Settlement and Final Hearing Date ("Class Notice" or "Notice") attached to the Agreement as Exhibit "A". The Court finds that the Class Notice appears to fully and accurately inform the Class Members and Aggrieved Employees of all material elements of the proposed Settlement, including the right of any Class Member to be excluded from the Class by submitting a written request for exclusion, and of each Class Member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the notices substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in the Agreement.

11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. No later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail.

12. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Settlement as provided in the Notice by following the instructions for requesting exclusion from the Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed Notice, not more than fifteen (15) days from the original Response Deadline. Any such person who

chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement, and Judgment.

13. Any Class Member who has not opted out may appear at the final approval hearing and may object or express the Class Member's views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the date the Settlement Administrator mails the Class Notice to postmark their written objections to the Settlement Administrator.

14. A hearing on Plaintiff's Motion for Final Approval and Plaintiff's Motion for Attorneys' Fees and Attorneys' Expenses, and Service Award shall be held before this Court on **_____ at _____ AM/PM** in Department 302 of the San Francisco County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally approve the Attorneys' Fees and Attorneys' Expenses, Service Award, and the Claims Administration Expenses.

15. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement. In such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

16. The Court reserves the right to adjourn or continue the date of the final approval hearing

and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Dated: _____

_____

JUDGE OF THE SUPERIOR COURT