



FILE
San Francisco County Superior Court

AUG 21 2026

CLERK OF THE COURT

BY: Edmund J. [Signature]
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

LAJUANA G. CEASER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

TENDERLOIN NEIGHBORHOOD
DEVELOPMENT CORPORATION; and DOES
1 through 20, inclusive,

Defendants.

Lead Case No. CGC-21-597398
Consolidated with Case No. CGC-22-599603

ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT

JOHN SCHILDER, an individual(s), on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

TENDERLOIN NEIGHBORHOOD
DEVELOPMENT CORPORATION, a California
Corporation; and DOES 1-50, inclusive,

Defendants.

Plaintiffs Lajuana G. Ceaser and John Schilder (together, "Plaintiffs") and Defendant Tenderloin Neighborhood Development Corporation ("Defendant") have reached terms of settlement for a putative class and representative action. Plaintiffs filed a motion for preliminary approval of class action and

PAGA settlement. The Court, having reviewed and considered Plaintiffs' motion, its accompanying memoranda, the Settlement Agreement,¹ and the file in the case, grants Plaintiffs' motion. The August 26, 2026 hearing is off calendar. The Court hereby orders as follows.

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. Unless otherwise specified, terms in this Order Granting Preliminary Approval of Class Action and PAGA Settlement (the "Preliminary Approval Order") shall have the same definition as used in the Settlement Agreement.

2. The Court finds that the Settlement is a result of informed and non-collusive arm's-length negotiations facilitated by a neutral mediator after sufficient investigation by the Parties allowing them to reasonably evaluate their respective positions. In making this preliminary finding, the Court considered the nature of the claims, the amounts and kinds of benefits to be paid and received in settlement, the allocation of Settlement payments among the Class Members, and that the Settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court further finds on a preliminary basis that the terms of the Settlement Agreement have no obvious deficiencies and do not improperly grant preferential treatment to any individual Class Member.

3. The Court finds on a preliminary basis that the proposed Settlement—including the settlement amount, the process by which Class Members may object to or request exclusion from the settlement, and the settlement's non-reversionary nature—appears at this stage to be fair, reasonable, and adequate, and falls within the range of final approval. The Court therefore grants preliminary approval of the settlement based upon the terms set forth in the Settlement Agreement.

SETTLEMENT CLASS CERTIFICATION

4. Pursuant to section 382 of the Code of Civil Procedure, in light of the proposed Settlement, the Court hereby finds that the prerequisites for conditional certification of a settlement class have been met and preliminarily certifies the following class for settlement purposes only (the "Settlement Class" or "Class"): All persons currently or formerly employed by Defendant as a non-exempt employee in California at any time from July 3, 2017 to July 1, 2025.

¹ "Settlement Agreement" or "Settlement" refers to the Amended Class Action and PAGA Settlement Agreement attached as Exhibit 2 to the Supplemental Declaration of Carolyn Bell filed on August 17, 2026.

1 5. Solely for purposes of settlement, the Court finds on a preliminary basis that the
2 certification of the Settlement Class is warranted under Code of Civil Procedure section 382 because: (1)
3 the Class is ascertainable and sufficiently numerous to warrant class treatment; (2) common questions of
4 law and fact predominate and there is a well-defined community of interest amongst the Class;
5 (3) Plaintiffs' claims are typical of the claims of the Class; (4) Plaintiffs will fairly and adequately protect
6 the interests of the Class; (5) a class action is superior to other available methods for an efficient
7 adjudication of this controversy; and (6) Plaintiffs' counsel are qualified to serve as counsel for the Class.

8 6. The Court further finds that the group of individuals covered by the Private Attorneys
9 General Act ("PAGA") claim (the "Aggrieved Employees") consists of all persons currently or formerly
10 employed by Defendant as a non-exempt employee in California at any time from December 28, 2020 to
11 July 1, 2025.

12 7. Solely for purposes of settlement, the Court hereby provisionally appoints Aegis Law
13 Firm, PC; Zakay Law Group, APLC; and JCL Law Firm, APC as Class Counsel.

14 8. Solely for purposes of settlement, the Court hereby provisionally appoints Plaintiffs
15 Lajuana G. Ceaser and John Schilder as Class Representatives.

16 **NOTICE TO SETTLEMENT CLASS MEMBERS**

17 9. The Court hereby approves the parties' designation of Phoenix Class Action
18 Administration Solutions ("Phoenix") as Settlement Administrator to perform the functions described in
19 the Settlement Agreement.

20 10. The Court approves, as to form and content, the Court Approved Notice of Class Action
21 Settlement and Hearing Date for Final Court Approval ("Class Notice" or "Notice") attached as Exhibit A
22 to the Settlement Agreement. The Court finds that the Class Notice fairly and adequately informs
23 Settlement Class Members of the nature of the Action, the terms of the Settlement, their rights and
24 obligations, the procedures for objecting to or excluding themselves from the Settlement, and the date and
25 location of the Final Approval Hearing.

26 11. No later than fifteen (15) calendar days following the date of this Order, Defendant shall
27 provide Phoenix the Class List with the following information about each Class Member: (1) full name;
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(2) last-known mailing address; (3) email address; (4) Social Security/Tax Identification Number; and (5) number of Class Period Workweeks and PAGA Pay Periods.

12. The Court directs the Settlement Administrator to mail the Class Notice by first-class U.S. mail and by email to all Settlement Class Members in accordance with the terms of the Settlement Agreement. The Court finds, on a preliminary basis, that the procedures for giving notice as set forth in the Settlement Agreement, including use of email, skip tracing, and re-mailing where necessary, constitute the best notice practicable under the circumstances and comply with the requirements of due process and applicable law. The Settlement Administrator shall prepare and submit to Class Counsel and Defense Counsel a declaration attesting to the completion of the notice process as set forth in the Settlement Agreement, including a description of efforts made to re-send any Class Notice returned as undeliverable and the total number of Requests for Exclusion and Objections received before and after the Response Deadline.

13. The deadline by which Settlement Class Members may dispute the number of Workweeks credited to them, submit a Request for Exclusion, or file an Objection shall be 60 calendar days (plus an additional 14 calendar days for Settlement Class Members whose Class Notice is re-mailed) from the initial mailing date of the Class Notice by the Settlement Administrator (the "Response Deadline"), as set forth in the Settlement Agreement.

14. Any Settlement Class Member who wishes to be excluded from the Settlement must submit a timely written Request for Exclusion to the Settlement Administrator in accordance with the instructions in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. Settlement Class Members who properly and timely request exclusion shall not be deemed Participating Class Members, shall have no further rights under the Settlement Agreement with respect to the Class Claims, shall not receive any Individual Settlement Payment, and shall have no standing to object to the Settlement.

15. Any Settlement Class Member who wishes to object to the Settlement may submit a timely written objection to the Settlement Administrator in accordance with the instructions in the Class Notice, who shall promptly provide copies to Class Counsel and Defense Counsel. Class Counsel shall file any

1 such objections with the Court as part of the motion for final approval. Settlement Class Members may
2 also appear in Court (or hire any attorney to appear in Court) to present verbal objections at the Final
3 Approval Hearing with or without having made a written objection.

4 16. Any Settlement Class Member who does not submit a timely and valid Request for
5 Exclusion will be deemed a Participating Class Member, will be bound by the Settlement and the
6 Released Class Claims, and will be entitled to receive an Individual Settlement Amount in accordance
7 with the allocation formula set forth in the Settlement Agreement.

8 17. However, Settlement Class Members may not opt out of or object to the Settlement with
9 respect to the Released PAGA Claims. Even if a Settlement Class Member submits a timely and valid
10 Request for Exclusion from the Class Claims, they will still receive their share of the PAGA Payment as
11 an Aggrieved Employee and will be bound by the release of PAGA Claims pursuant to Labor Code
12 § 2699(l), regardless of their opt-out status with respect to the Class portion of the Settlement.

13 **PROCEDURE FOR FINAL APPROVAL OF THE SETTLEMENT**

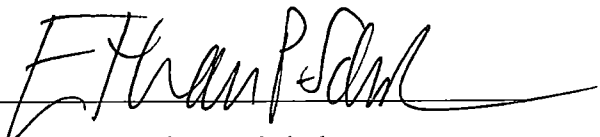
14 18. A Final Approval Hearing shall be held in this Court on January 14, 2027 at 9:00 a.m. to
15 determine: (1) whether the proposed Settlement is fair, reasonable, and adequate and should be finally
16 approved by the Court; (2) the amount of attorneys' fees and litigation costs to be awarded to Class
17 Counsel; and (3) the amount of the Service Payment to be awarded to the Class Representatives. Should
18 the Court continue the Final Approval Hearing, the Settlement Administrator shall notify all Settlement
19 Class Members who timely objected to the settlement.

20 19. Class Counsel shall file a Motion for Final Approval of the Settlement Agreement and any
21 requests for attorneys' fees and costs and service awards for the Class Representatives no later than
22 sixteen (16) court days prior to the Final Approval Hearing.

23 20. The parties shall submit a copy of this Order to the Labor and Workforce Development
24 Agency (LWDA) within ten days after entry of the order pursuant to Labor Code § 2699(s)(3).

25 IT IS SO ORDERED.

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27 Dated: August 21, 2026

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Ethan P. Schulman
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6, and CRC 2.251)

I, Edward Santos, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On August 21, 2026, I electronically served:

ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT

via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Date: AUG 21 2026

Brandon E. Riley, Court Executive Officer

By: Edward J. Santos
Edward Santos, Deputy Clerk