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San Francisco County Superior Court
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CLERK OF THE COURT
BY: _____ Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

ANDREA COOKS, an individual, on behalf of herself and on behalf of all persons similarly situated,

Plaintiff,

v.

ON LOK COMMUNITY HOUSING, INC., a California Corporation; ON LOK DAY SERVICES, a California Corporation; ON LOK HOUSE, INC., a California Corporation; ON LOK SENIOR HEALTH SERVICES, a California Corporation; ON LOK, INC., a Corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **CGC-24-620841**

~~[*REVISED* PROPOSED]~~ **PRELIMINARY APPROVAL ORDER**

Hearing Date: October 14, 2026
Hearing Time: 9:00 a.m.

Judge: Hon. Christine Van Aken
Dept: 301

Action Filed: December 20, 2024
Trial Date: Not set

This matter came before the Honorable Christine Van Aken of the Superior Court of the State of California, in and for the County San Francisco, on October 14, 2026, for the motion by Plaintiff Andrea Cooks ("Plaintiff") for preliminary approval of the class settlement with Defendants On Lok Community Housing, Inc., On Lok Day Services, On Lok House, Inc., On Lok Senior Health Services, and On Lok, Inc. ("Defendants"). The Court, having considered the briefs, argument of counsel and all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement ("Agreement") submitted as Exhibit #1 to the Declaration of Kyle Nordrehaug in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This preliminary approval is based on the Court's determination that the Settlement set forth in the 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. The Gross Settlement Amount is Two Million Nine Hundred Thousand Dollars ($2,900,000). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation and the significant risks 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 Action. It further appears that the Agreement has been reached as the result of serious and non-collusive, arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,

adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

4. The Agreement specifies an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed $33,000, and a proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed $15,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence supporting these requests prior to final approval.

5. The Court recognizes that Plaintiff and Defendants 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 individuals who are or previously were employed by Defendants who were classified as non-exempt in the State of California during the Class Period." The Class Period is December 20, 2020 to December 31, 2025.

6. 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 is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d) the Plaintiff can fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient resolution of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate representative of the Class.

7. The Court provisionally appoints Plaintiff as the representatives of the Class. The Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel

for the Class.

8. The Court hereby approves, as to form and content, the revised Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), submitted as Exhibit #1 to the Supplemental Declaration of Kyle Nordrehaug filed on October 7, 2026. The Court finds that the Class Notice appears to fully and accurately inform the Class of all material elements of the proposed Settlement, of the Class Members' right to be excluded from the Class by submitting a written opt-out request, and of each Class Member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the Class Notice substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notice Packet by first class mail, pursuant to the terms set forth in the Agreement. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member no later than seven (7) days after the receipt of the undelivered Class Notice.

9. The Court hereby appoints Apex Class Action LLC as Administrator for the Settlement. No later than thirty (30) business days after issuance of this Order, Defendants shall provide an electronic spreadsheet with the Class Data to the Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, to carry out the procedures in the Agreement, or pursuant to Defendants' express written authorization or by order of the Court. The Administrator will perform address updates and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data spreadsheet, the Administrator will mail the Class Notice Packet to all Class Members via first-class U.S. Mail.

10. 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 Class as provided in the Class Notice by following the instructions set forth in the Class Notice. All requests for exclusion must be postmarked by no later than the Response Deadline, which is sixty (60) calendar days after the Administrator mails the Class Notice Packet to Class Members. If the Class Notice Packet is re-mailed, this Response Deadline will be extended an additional fourteen (14) calendar days. Any person who chooses to opt-out of and be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment thereon. Aggrieved Employees shall be sent their share of the PAGA Penalties and will be subject to the release of the Released PAGA Claims regardless of whether they opt-out of the Class. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement, and the Judgment. A request for exclusion applies only to the individual submitting the request for exclusion, and any attempt to effect an opt-out on behalf of any other individual or individuals (including a group, class, or subclass of individuals) is not permitted and will be deemed invalid.

11. Any Class Member who has not opted-out may appear at the Final Approval Hearing and may object or express the 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 Class Notice. Class Members will have until the Response Deadline set forth in the Class Notice to submit their written objections to the Settlement Administrator in accordance with the instructions in the Class Notice. If the Class Notice is re-mailed, the Response Deadline will be extended an additional fourteen (14) calendar days. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection.

12. A Final Approval Hearing shall be held before this Court on April 14, 2027 at 9:00 a.m. in Department 301 at the Civic Center Courthouse 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 the Final Approval Order and Judgment should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs, the service award, and the expenses of the Administrator. The motion for final approval and for attorneys' fees, costs and service award shall be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing and shall be heard at the Final Approval Hearing.

13. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendants in any way that the claims asserted have any merit or that this Action was properly brought as a class or representative action, and shall not be used as evidence of, or used against Defendants as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendants or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Agreement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement or Agreement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants of any liability, fault, wrongdoing, omission, concession or damage.

14. 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 Order 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, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that no claim in the Action could be certified as a class action and/or managed as a representative action. In such an

event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation or otherwise for any purpose.

15. 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.

16. The Action is otherwise stayed and all trial and related pre-trial dates are vacated, subject to further orders of the Court at the Final Approval Hearing.

IT IS SO ORDERED.

Dated: 10/14/2024

HON. CHRISTINE VAN AKEN
JUDGE, SUPERIOR COURT OF CALIFORNIA