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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

TERESA BOND, JESSE ZAMARRIPA, individually, and on behalf of other members of the general public similarly situated; REYNEIRO LARIOS, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiffs,

vs.

HANGER, INC., an unknown business entity; HANGER ORTHOPEDIC GROUP, INC., an unknown business entity; HANGER PROSTHETICS & ORTHOTICS, INC., a Delaware corporation; HANGER PROSTHETICS & ORTHOTICS WEST, INC., a California corporation; HANGER FABRICATION NETWORK, LLC, an unknown business entity; and DOES 2 through 100, inclusive,

Defendants.

Case No.: 34-2021-00303204-CU-OE-GDS

Honorable Lauri A. Damrell
Department 28

CLASS ACTION

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Reservation ID:	A-303204-001
Date:	August 4, 2023
Time:	9:00 a.m.
Department:	28
Complaint Filed:	June 23, 2020
FAC Filed:	December 27, 2022
Trial Date:	None Set

This matter has come before the Honorable Lauri A. Damrell in Department 28 of the Superior Court of the State of California, for the County of Sacramento, on August 4, 2023 at 9:00 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers *for* Justice, PC appears as counsel for Plaintiffs Teresa Bond, Reyneiro Larios, and Jesse Zamarripa ("Plaintiffs"), individually and on behalf of all others similarly situated and other aggrieved employees and Littler Mendelson, P.C. appears as counsel for Defendants Hanger Inc., Hanger Orthopedic Group, Inc., Hanger Prosthetics & Orthotics, Inc., Hanger Prosthetics and Orthotics West, Inc., and Hanger Fabrication Network, LLC ("Defendants").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**" to the Declaration of Selena Matavosian in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the 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 cases. It further appears that the Settlement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys' Fees and Costs, Incentive Awards, PAGA Allocation, Administration Fees, and payments to the Settlement Class Members and PAGA Group Members provided thereby, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, 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, State of California, and PAGA Group Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. The Court concludes that, for settlement purposes only, the proposed 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) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs will 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 adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiffs in their individual capacities and as the representatives of the Class.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

> All current and former hourly, non-exempt employees of Defendants in California at any time during the period from June 23, 2016 through September 8, 2022.

7. The Court provisionally appoints Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Selena Matavosian of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

8. The Court provisionally appoints Plaintiffs Teresa Bond, Reyneiro Larios, and Jesse Zamarripa as the representatives of the Class ("Class Representatives").

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9. The Court provisionally appoints Simpluris, Inc. ("Simpluris") to handle the administration of the Settlement ("Settlement Administrator").

10. Within twenty-one (21) calendar days of the date of this Order, Defendants shall provide the Settlement Administrator with the following information for each Class Member: (1) last-known full name, (2) mailing address, (3) telephone number, (4) Social Security Number, (5) dates worked as an hourly, non-exempt employee of Defendants in California during the Class Period and PAGA Period (if applicable), and (6) such other information as is necessary for the Settlement Administrator to calculate Workweeks during the Class Period and PAGA Period (collectively referred to as the "Class Data and List"), in conformity with the Settlement Agreement.

11. The Court approves, both as to form and content, the Notice of Class Action Settlement ("Class Notice") attached hereto as "**EXHIBIT A**." The Class Notice shall be provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members' right to dispute the Workweeks credited to each of them by submitting a dispute regarding Workweeks, and of each Settlement Class Member's right and opportunity to object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator or appearing at the Final Approval Hearing to present an oral objection. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice in English and Spanish by First-Class U.S. mail to all Class Members within ten (10) calendar days of receipt of the Class Data and List, pursuant to the terms set forth in the Settlement Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a valid and timely Request for

Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later than the date which is sixty (60) calendar days from the initial mailing of the Class Notice to Class Members ("Response Deadline"), or, in the case of a re-mailed Class Notice, the Response Deadline will be extended fifteen (15) calendar days from the original deadline. However, all current and former hourly, non-exempt employees of Defendants in California at any time during the period from April 5, 2020 through September 8, 2022 ("PAGA Group Members") will be bound to the PAGA Settlement and release of PAGA Released Claims, and issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion, if the Court grants final approval of the Settlement. If the Court grants final approval of the Settlement, Class Members who have not submitted a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department 28 of the Sacramento County Superior Court, located at 720 Ninth Street, Sacramento, California 95814, 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 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members, State of California, and PAGA Group Members; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Incentive Awards, and Administration Fees.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Incentive Awards, and Administration Fees, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

15. To object to the Class Settlement, a Settlement Class Member must submit a Notice of Objection to the Settlement Administrator, postmarked on or before the Response Deadline. The

objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection. Settlement Class Members may also present their objection(s) orally at the Final Approval Hearing, irrespective of whether they submit a written objection.

16. The Settlement is not a concession or admission, and shall not be used against Defendants as an admission or indication with respect to any claim of any fault or omission by Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in 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, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement 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, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: _____ By: _____
The Honorable LAURI A. DAMRELL
Judge of the Superior Court