SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ANDREE ALEMAN on behalf of herself, all others similarly situated, and on behalf of the general public, Plaintiffs, v. RETINA CONSULTANTS, SAN DIEGO, AN INCORPORATED MEDICAL GROUP; RCSD, INC.; and DOES 1-100, Defendants.	Case No. 25CU041637C [*Assigned for all purposes to the Honorable Gregory W. Pollack; Dept. C-71*] **[PROPOSED] ORDER GRANTING PLAINTIFF ANDREE ALEMAN'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE** Date: December 18, 2026 Time: 9:30 a.m. Date Filed: August 8, 2025 Trial Date: None Set

I. RECITALS

This action is currently pending before this Court as a putative class action (the "Action"). Plaintiff Andree Aleman has applied to this Court for an order preliminarily approving the settlement of the Action in accordance with the Joint Stipulation and Settlement Agreement (the "Agreement"), which together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement and entry of judgment upon the terms and conditions set forth therein. The Court has read and considered the memorandum of points and authorities in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Conditional Certification, Approval of Class Notice, Setting of Final Approval Hearing Date and the declarations submitted therewith. For purposes of this Order, the Court adopts all defined terms as set forth in the Agreement.

II. FINDINGS

After review and consideration of the Agreement and Plaintiff's motion for preliminary approval and the papers in support thereof, the Court hereby finds and orders as follows:

1. The Agreement falls within the range of reasonableness meriting possible final approval.

2. The certification of the Class solely for purposes of settlement is appropriate in that: (1) the Class Members are ascertainable and so numerous that joinder of all Class Members is impracticable; (2) there are questions of law and fact common to the Class which predominate over any individual questions; (3) Plaintiff's claims are typical of the claims of the Class; (4) Plaintiff and her Counsel have fairly and adequately represented and protected the interests of the Class; and (5) a class action, and class-wide resolution of the action via class settlement procedures is superior to other available methods for the fair and efficient adjudication of the controversy.

3. The Agreement, and the obligations of the Parties as set forth therein, is fair, reasonable, and is an adequate settlement of this case and is in the best interests of the Class in light of the factual, legal, practical, and procedural considerations raised by this case.

4. Plaintiff does not have any conflicts that would preclude her from serving as Class Representative, and her appointment comports with the requirements of due process.

5. Class Counsel does not have any conflicts that would preclude them from acting as Class Counsel, and they meet the requirements for appointment as Class Counsel and the requirements of due process.

6. The Notice of Class Action Settlement ("Class Notice") attached as **Exhibit A** to the Agreement complies with due process because the Class Notice is reasonably calculated to adequately apprise Class Members of: (a) the pending lawsuit; (b) the terms of the proposed Agreement; and (c) their rights, including the right to either participate in the settlement, exclude themselves from the settlement, or object to the settlement. Plaintiff's proposed plan for notifying the Class Members and settlement administration is the best notice practicable under the circumstances.

III. ORDER

The Court having considered the papers submitted in support of the motion for preliminary approval, HEREBY ORDERS THE FOLLOWING:

1. The Court finds on a preliminary basis that the provisions of the Agreement are fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

2. The following Class is conditionally certified for purposes of settlement only: All hourly, non-exempt employees of Defendants who worked in California at any time during the Class Period. The Class Period is August 8, 2021, to the date of this Order.

3. The Agreement provides for the following release as to Participating Class Members,[1] which is hereby approved conditionally: As of the date Defendants fund the Gross Settlement Amount, 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 claims that were alleged, or reasonably could have been alleged based on the facts in the Operative Complaint and ascertained in the course of the Litigation, including, any and all claims, actions, and causes of action, arising during the Class Period, for: (1) failure to pay overtime wages pursuant to California Labor Code sections 510,

[1] Participating Class Members are all Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.

1194, and 1198 and the IWC Wage Orders; (2) failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) failure to provide rest periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4) failure to pay all straight, minimum, and regular wages (including PTO and sick time) owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226(a) and the IWC Wage Orders; (8) failure to maintain adequate payroll records pursuant to California Labor Code section 1174(d) and 1174.5 and the IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) violations of California Business & Professions Code sections 17200, et seq. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

4. This settlement also releases claims under the Private Attorneys General Act of 2004 ("PAGA"). These claims are asserted on behalf of Aggrieved Employees defined as: All hourly, non-exempt employees of Defendants who worked in California at any time during the PAGA Period. The PAGA Period is August 6, 2024, to the date of this Order.

5. The Agreement provides for the following release as to Aggrieved Employees, which is hereby approved conditionally: As of the date Defendants fund the Gross Settlement Amount, the State of California and all Aggrieved Employees, including Non-Participating Class Members who are 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 all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the facts in the Operative Complaint, PAGA

Complaint, the PAGA Notice, and ascertained in the course of the Litigation for violations of 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 1-2001, 4-2001, and 16-2001. This release shall be for the PAGA Period.

6. The settlement appears to be fair, adequate, and reasonable to the Class. The settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final approval hearing and final approval by this Court.

7. Plaintiff Andree Aleman is conditionally approved as the Class Representative for the Class.

8. The proposed Class Representative Enhancement Payment to Plaintiff Andree Aleman in the amount of $ 10,000, is preliminarily approved.

9. Mara Law Firm, PC, is conditionally approved as Class Counsel for the Class.

10. The proposed awards of up to $133,333 in attorneys' fees and up to $30,000 in actual costs payable to Class Counsel are preliminarily approved.

11. A final approval hearing on the question of whether the settlement, attorneys' fees and costs to Class Counsel, and the Class Representative Enhancement Payment should be finally approved as fair, reasonable and adequate as to Class Members is scheduled in Department C-71 on the date and time set forth in the Implementation Schedule below.

12. The Court confirms Simpluris as the Settlement Administrator.

13. The proposed payment of up to $10,000 to Simpluris for its services as the Settlement Administrator is preliminarily approved.

14. The Agreement provides from the Gross Settlement Amount a PAGA Payment of $25,000 (65% of which shall be paid to the Labor and Workforce Development Agency, and 35% of which shall be distributable to Aggrieved Employees).

15. The Court approves, as to form and content, the Class Notice in substantially the form attached as **Exhibit A** to the Agreement. The Court approves the procedure for Class Members to participate in, to opt out of, and to object to, the settlement as set forth in the notice.

16. The Court directs the mailing of the notice of class action settlement by first class mail to Class Members with known addresses in accordance with the Implementation Schedule below. The Court finds the dates selected for the mailing and distribution, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

IV. IMPLEMENTATION SCHEDULE

The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendant to submit Class Data to Settlement Administrator:	December 28, 2026 [10 days after entry of this Order]
Deadline for Settlement Administrator to Mail Class Notices to Class Members with Known Addresses	January 7, 2027 [10 days after receipt of the Class Data]
Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes ("Response Deadline")	February 6, 2027 [30 days after initial mailing of Notice to Class Members]
Deadline for Class Counsel to file a Motion for Final Approval	16 court days before Final Approval Hearing
Deadline to Provide the Court with the Settlement Administrator's Declaration Outlining Requests for Exclusion, Objections, and Disputes	16 court days before Final Approval Hearing
Final Approval Hearing and Final Approval	_____, 2027, at 9:30 a.m.

IT IS SO ORDERED.

Dated: _____, 2026

By_____
Honorable Gregory W. Pollack
San Diego County Superior Court Judge