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Attorneys for Plaintiff ROBIN JENNINGS,
individually, and on behalf of other Aggrieved
Employees pursuant to the California
Private Attorneys General Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

ROBIN JENNINGS, individually, and on behalf
of Aggrieved Employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

MIZUHO ORTHOPEDIC SYSTEMS, INC.
dba MIZUHO OSI, a Delaware corporation; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 24CV070891

Honorable Victoria Kolakowski
Department 16

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT,
ATTORNEYS' FEES AND COSTS,
AND SETTLEMENT ADMINISTRATION
COSTS**

Reservation ID: 094774822422
Date: October 28, 2025
Time: 2:30 p.m.
Department: 16

Complaint Filed: April 8, 2024
FAC Filed: July 11, 2025
Trial Date: Not Set

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1 5. The Settlement Agreement is not an admission by Defendant or by any other of the
2 Released Parties in any respect, nor is this Order a finding of the validity of any allegations or of any
3 wrongdoing by any Defendant or any of the other Released Parties. Neither this Order, the Settlement
4 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
5 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
6 concession, or liability whatsoever by or against Defendant or any of the other Released Parties.

7 6. The individuals covered under the Settlement consist of the following: “All current and
8 former hourly-paid and/or non-exempt employees who worked for Defendant in California during the
9 PAGA Period” (“**PAGA Employees**”). The “**PAGA Period**” is defined as the period from January
10 21, 2023 through February 1, 2025.

11 7. The Court finds that the Parties reached the Settlement as a result of arm’s-length
12 negotiations.

13 8. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum
14 allocated for payment of penalties under PAGA (“**Net PAGA Settlement Amount**”), and determines
15 that it is fair, just, reasonable, and adequate. The Court hereby approves the Net PAGA Settlement
16 Amount, which shall be the Gross Settlement Amount (\$525,000.00) less the approved Attorneys’
17 Fees and Costs and Settlement Administration Costs to ILYM Group, Inc. (“**Settlement**
18 **Administrator**”). Seventy-five percent (75%) of the Net PAGA Settlement Amount shall be
19 distributed to the LWDA (“**LWDA Payment**”) and twenty-five percent (25%) of the Net PAGA
20 Settlement Amount shall be distributed to the PAGA Employees in accordance with this Order and
21 Judgment and the Settlement Agreement.

22 9. The Court has considered the Settlement, and the monetary allocations provided
23 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
24 Settlement Administrator to administer the Settlement and to make the payments as provided for by,
25 and consistent with, this Order and Judgment and the Settlement Agreement.

26 10. The Court approves the payment of \$183,750.00 to PAGA Counsel for attorneys’ fees.
27 This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance
28 with this Order and Judgment and the Settlement Agreement.

11. The Court approves the payment of \$22,990.95 to PAGA Counsel for reimbursement of actual litigation costs and expenses incurred in this matter. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves payment in the amount of *up to* \$6,000.00 to the Settlement Administrator for the Settlement Administration Costs. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves the cover letter (“**Notice of PAGA Settlement**”), attached hereto as **Exhibit A**, and the Settlement Administrator shall distribute the Notice of PAGA Settlement to PAGA Employees at the same time that it distributes PAGA Payment Share checks to the PAGA Employees.

14. No later than fourteen (14) calendar days after entry and Defendant’s receipt of this Order and Judgment, Defendant will provide the Settlement Administrator with a list of all PAGA Employees containing each PAGA Employee’s full name, last known address, Social Security number, all to the extent available, and Qualifying PAGA Pay Periods (collectively, “**PAGA Data**”).

15. Within thirty (30) calendar days of the Effective Date, Defendant will transmit the Gross Settlement Amount to a qualified settlement account established by the Settlement Administrator. The Effective Date is the date upon which the following have occurred: (a) the Court has approved the Agreement; (b) the Court has entered its Order and Judgment; and (c) the Agreement and Order and Judgment have been submitted to the LWDA.

16. Within fourteen (14) calendar days after the Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator will distribute the PAGA Payment Shares, the LWDA Payment, the Settlement Administration Costs, and the Attorneys’ Fees and Costs.

17. Each PAGA Payment Share check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State Controller’s Office Unclaimed Property Division in the name of the PAGA Employee(s) at issue

1 and in the amount of their respective PAGA Payment Share(s).

2 18. The PAGA Employees shall not have the right to opt out of or object to the Settlement.

3 19. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
4 and the State of California (including the LWDA) shall fully and finally release and discharge the
5 Released Parties, and each of them, from the PAGA Released Claims. The release provided by the
6 State of California (including the LWDA) to the Released Parties shall be binding on the PAGA
7 Employees and preclude their initiating any PAGA action based on the claims released by the State of
8 California through the Settlement.

9 20. The PAGA Released Claims with respect to the State of California and the LWDA, by
10 and through Plaintiff as an agent and proxy of the LWDA, shall include any and all claims for civil
11 penalties under PAGA based on the Labor Code violations expressly alleged in the Civil Action, or
12 that could have been alleged against any of the Released Parties that arise from the facts alleged in the
13 Civil Action and the underlying PAGA Letters. This includes, but may not be limited to, claims for
14 penalties based upon failure to pay wages, including, but not limited to, overtime and minimum wages,
15 failure to provide meal periods or to pay premiums in lieu thereof, failure to provide rest periods or to
16 pay premiums in lieu thereof, failure to timely pay wages upon separation from employment, failure
17 to timely pay wages during employment, failure to provide timely and accurate itemized wage
18 statements, failure to maintain or provide records, failure to reimburse business expenses, claims for
19 attorneys' fees, costs, and penalties, including but not limited to, claims for penalties based on alleged
20 violations of Labor Code Sections 201-203, 204, 210, 218.5, 226, 226.3, 226.7, 510, 511, 512, 558,
21 1174(d), 1174.5, 1194, 1194.2, 1197-1198.5, 2800, 2802, 6400, 6401, 6402, and 6403, and any related
22 provisions, California Code of Regulations, Title 8, section 11000 *et seq.*, and/or the applicable IWC
23 Wage Orders including *inter alia* Wage Orders 4-2001, 5-2001, and 9-2001, violations of the
24 California Occupational Safety and Health Act of 1973 (Cal/OSHA), as well as all facts, theories, or
25 claims for civil penalties that arise from the facts alleged in the PAGA Letters that would be considered
26 administratively exhausted under applicable law by the PAGA Letters that Plaintiff sent to the LWDA.
27 This release shall extend to all such claims accrued during the PAGA Period. No PAGA Employee
28 may pursue the same representative PAGA claims released herein in any other action.

1 21. The “Released Parties” means Mizuho Orthopedic Systems, Inc. dba Mizuho OSI and
2 Mizuho America, Inc., and each of their respective present and former parents, affiliates, divisions and
3 subsidiaries, acquired companies, and each of their respective present and former directors, officers,
4 shareholders, agents, representatives, employees, partners, attorneys, insurers, predecessors,
5 successors, assigns, affiliated companies, customers, and entities and any individual or entity that
6 could be jointly liable with any of the foregoing.

7 22. The PAGA Employees are prohibited and permanently enjoined from pursuing in any
8 fashion against any of the Released Parties any of the PAGA Released Claims.

9 23. No individualized notice of this Order and Judgment is required to be provided to the
10 PAGA Employees. This Order and Judgment shall be submitted to the LWDA through the online
11 system established for the filing of notices and documents, in conformity with California Labor Code
12 § 2699(1)(3).

13 24. A Compliance Hearing is set for _____ at _____ in Department
14 16 located at 1221 Oak Street, Oakland, California 94612. A declaration regarding the status of the
15 distribution of the settlement funds is due to be filed no later than _____.

16 25. This Court shall retain jurisdiction with respect to all matters related to the
17 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
18 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
19 Settlement and the determination of all controversies relating thereto.

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IT IS SO ORDERED that:

1. Judgment is hereby entered in accordance with this Order Granting Plaintiff's Motion for Approval of PAGA Settlement, Attorneys' Fees and Costs, and Settlement Administration Costs. This Judgment is intended to be a final disposition of this Action in its entirety and is immediately appealable.
2. The Parties shall bear their own costs and attorneys' fees except as otherwise provided by the Settlement Agreement and this Order.
3. PAGA Counsel shall submit a copy of this Order and the Judgment to the LWDA in the manner required by PAGA.

Dated: _____

Honorable Victoria Kolakowski
Judge of the Superior Court

EXHIBIT A

[Mailing Date]

NOTICE OF PAGA SETTLEMENT

Re: ***Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI***
Alameda County Superior Court Case No. 24CV070891

[Settlement Administrator's info]

Dear [Employee Name]

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

You are receiving this Notice of PAGA Settlement ("Notice") because Mizuho Orthopedic Systems, Inc. dba Mizuho OSI's records indicate that you were an hourly-paid and/or non-exempt employee who worked in California during the time period from January 31, 2023 to March 1, 2025 ("PAGA Period").

A settlement (the "Settlement") has been reached between Plaintiff Robin Jennings ("Plaintiff") and Defendant Mizuho Orthopedic Systems, Inc. dba Mizuho OSI ("Defendant") in the representative action lawsuit entitled ***Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI***, Alameda County Superior Court Case No. 24CV070891 (the "Civil Action"). The purpose of this Notice is to briefly describe the Civil Action, and to inform you of the payment you have received in connection with the Settlement.

On *****, the Court entered an order approving the Settlement and determined the Settlement is fair, adequate, and reasonable. The Settlement will resolve the PAGA Released Claims (described below), which includes all claims in the Civil Action.

The Court has approved the following "PAGA Employees" definition for settlement purposes only: All current and former hourly-paid and/or non-exempt employees who worked for Defendant in California during the PAGA Period (i.e., January 31, 2023 through March 1, 2025). PAGA Employees shall receive a payment under the Settlement. According to Defendant's records, you are a PAGA Employee.

What is this case about?

Plaintiff submitted letters to the LWDA and Defendant on January 31, 2024 and February 23, 2024 (together, the "PAGA Letters") providing notice of Defendant's alleged violations of the California Labor Code.

Plaintiff alleged a representative claim for penalties pursuant to the California Labor Code Private Attorney General Act of 2004, Labor Code Sections 2698, *et seq.* ("PAGA") against Defendant based on alleged violations for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to timely pay wages during employment, failure to timely pay wages at termination, failure to provide accurate itemized wage statements, failure to keep requisite payroll records, failure to reimburse business expenses, and violations of the California Occupational Safety and Health Act of 1973 (Cal/OSHA). Plaintiff asserted these claims on behalf of the State of California and PAGA Employees. Plaintiff sought civil penalties, pre-and post-judgment interest, costs, and attorneys' fees.

Defendant denies all liability in the Civil Action and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its conduct is and has been lawful at all times relevant and that Plaintiff's claims do not have merit and do not meet the requirements to maintain a representative action.

The Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant (collectively, the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that in light of the risks and expenses associated with continued litigation, the Settlement is fair, adequate and reasonable.

The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

Who are the attorneys representing the Parties?

QUESTIONS? CALL [REDACTED]

The attorneys representing the Parties in the Civil Action are:

PAGA Counsel

Karen I. Gold
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Defendant's Counsel

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Victoria Shin
Email: vshin@reedsmith.com
REED SMITH LLP
515 South Flower St., Suite 4300
Los Angeles, California 90071

Your PAGA Payment Share

The total Gross Settlement Amount paid by Defendant was \$525,000.00. The “Net PAGA Settlement Amount” is the remainder of the Gross Settlement Amount after deducting Attorneys’ Fees and Costs and Settlement Administration Costs, which is allocated to civil penalties under PAGA, of which the California Labor and Workforce Development Agent (“LWDA”) was paid 75% (i.e., \$*****) (“LWDA Payment”) and the remaining 25% (i.e., \$*****) paid to PAGA Employees.

According to Defendant’s records, you are a PAGA Employee. You are receiving a payment under the Settlement of your pro rata share of the Net PAGA Settlement Amount (“PAGA Payment Share”) The enclosed check is for your PAGA Payment Share. The calculation of your PAGA Payment Share is based on the pro rata share of 25% of the Net PAGA Settlement Amount based on the total number of Qualifying PAGA Pay Periods that you worked for Defendant in California during the PAGA Period. The Settlement Administrator has divided the 25% of the Net Settlement Amount by the total number of Qualifying PAGA to produce a PAGA Payment Rate and then multiplied your number of Qualifying PAGA Pay Periods by the PAGA Payment Rate.

Taxes will not be deducted from each PAGA Payment Share. Nothing in this Notice or the Settlement is intended to be tax advice. You should consult your own tax advisor for such advice in connection with the PAGA Payment Share.

As a PAGA Employee, you are automatically included in the Settlement and issued your PAGA Payment Share check. This means you are bound by the terms of the Settlement and the Judgment entered by the Court, including the release of the PAGA Released Claims described below. You will not have the opportunity to object or seek exclusion from the Settlement. You may deposit or cash the check without any further action on your part, and there is no need for you to contact the Settlement Administrator, the Parties, or the Court. Your check is valid for 180 days from the date of issuance. If your PAGA Payment Share settlement check remains uncashed after 180 days from issuance, the Settlement Administrator will cancel those checks and shall pay the funds represented by such un-redeemed checks to the California State Controller’s Office, as unclaimed property, in your name.

What claims are being released by the Settlement?

Upon [the Effective Date and date of full funding of the Gross Settlement Amount], Plaintiff and the State of California (including the LWDA) with respect to the PAGA Employees, fully and finally released and discharged the Released Parties, and each of them, from the PAGA Released Claims during the PAGA Period. The release provided by the State of California to the Released Parties shall be binding on the PAGA Employees and preclude their initiating any PAGA action based on claims released by the State of California through the Settlement.

The “PAGA Released Claims” with respect to the State of California and the LWDA, by and through Plaintiff as an agent and proxy of the LWDA, shall include any and all claims for civil penalties under PAGA based on the Labor Code violations expressly alleged in the Civil Action , or that could have been alleged against any of the Released Parties that arise from the

QUESTIONS? CALL []

facts alleged in the Civil Actions and the underlying PAGA Letters. This includes, but may not be limited to, claims for penalties based upon failure to pay wages, including, but not limited to, overtime and minimum wages, failure to provide meal periods or to pay premiums in lieu thereof, failure to provide rest periods or to pay premiums in lieu thereof, failure to timely pay wages upon separation from employment, failure to timely pay wages during employment, failure to provide timely and accurate itemized wage statements, failure to maintain or provide records, failure to reimburse business expenses, claims for attorneys' fees, costs, and penalties, including but not limited to, claims for penalties based on alleged violations of Labor Code Sections 201-203, 204, 210, 218.5, 226, 226.3, 226.7, 510, 511, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197-1198.5, 2800, 2802, 6400, 6401, 6402, and 6403, and any related provisions, California Code of Regulations, Title 8, section 11000 *et seq.*, and/or the applicable IWC Wage Orders including *inter alia* Wage Orders 4-2001, 5-2001, and 9-2001, violations of the California Occupational Safety and Health Act of 1973 (Cal/OSHA), as well as all facts, theories, or claims for civil penalties that arise from the facts alleged in the PAGA Letters that would be considered administratively exhausted under applicable law by the PAGA Letters that Plaintiff sent to the LWDA. This release shall extend to all such claims accrued during the PAGA Period. No PAGA Employee may pursue the same PAGA claims in any representative capacity that are released herein in any other action.

The "Released Parties" are defined as follows: Mizuho Orthopedic Systems, Inc. dba Mizuho OSI and Mizuho America, Inc., and each of their respective present and former parents, affiliates, divisions and subsidiaries, acquired companies, and each of their respective present and former directors, officers, shareholders, agents, representatives, employees, partners, attorneys, insurers, predecessors, successors, assigns, affiliated companies, customers, and entities and any individual or entity that could be jointly liable with any of the foregoing.

How can I get additional information?

If you have questions regarding the Settlement, you may contact the Settlement Administrator, ILYM Group, Inc. at [add phone number].

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE OR THE SETTLEMENT.