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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

GREGORIO PINEDA, individually and on behalf of others similarly situated,

Plaintiff,

vs.

ORTHOPAEDIC HOSPITAL dba ORTHOPAEDIC INSTITUTE FOR CHILDREN AND LUSKIN ORTHOPAEDIC INSTITUTE FOR CHILDREN, a California Nonprofit Corporation; ORTHOPAEDIC HOSPITAL MEDICAL GROUP, INC., a California Corporation; ORTHOPAEDIC INSTITUTE FOR CHILDREN AMBULATORY SURGERY CENTER, LLC, a California Limited Liability Company; ORTHOPAEDIC INSTITUTE FOR CHILDREN FOUNDATION, a California Nonprofit Corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. 24STCV01618
[Consolidated with Case Nos. 24STCV07307, 24STCV03460, and 24STCV10042]

Honorable Elihu M. Berle
Department 6

SUPPLEMENTAL DECLARATION OF ALEXANDRA ROSE IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date:	January 9, 2026
Time:	10:00 a.m.
Dept.:	6
Complaint Filed:	January 19, 2024
Trial Date:	Not Set

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Attorneys for Plaintiff CHARLES WILKINS, on behalf of himself and all others similarly situated

SUPPLEMENTAL DECLARATION OF ALEXANDRA ROSE

I, Alexandra Rose, declare and state as follows:

1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC, attorneys of record for Plaintiff Gregorio Pineda. I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

2. On October 16, 2025, Plaintiffs Gregorio Pineda and Charles Wilkins (together, "Plaintiffs") filed a Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary Approval") and supporting documents seeking preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement ("Original Agreement") reached between Plaintiffs and Defendants Orthopaedic Hospital dba Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children; Orthopaedic Hospital Medical Group, Inc.; Orthopaedic Institute for Children Ambulatory Surgery Center, LLC; and Orthopaedic Institute for Children Foundation (collectively, "Defendants") (collectively, Plaintiffs and Defendants are referred to as the "Parties").

3. On November 19, 2025, the Court held a hearing on the Motion for Preliminary Approval in which the Court ordered the Parties to determine whether the Escalator Clause of the Original Agreement was triggered.

4. Pursuant to the Court's direction, the Parties' counsel engaged the Settlement Administrator, ILYM Group, Inc., to calculate the total number of Workweeks to determine whether the Escalator Clause was triggered. Subsequently, Defendants provided the data needed to the Settlement Administrator to determine the number of Workweeks.

5. The Settlement Administrator confirmed there are 401 Class Members who worked 41,884.15 Workweeks during the Class Period. Therefore, the Escalator Clause has not been triggered.

6. Accordingly, the definitions of Class Period and PAGA Period in the Original Agreement and Class Notice have been revised to end on August 31, 2025. In addition, the Escalator Clause in the Original Agreement has been revised to remove the option to cut off the end of the Class Period if the Escalator Clause had been triggered.

///

7. On December 10, 2025, the Parties executed Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement ("Amendment No. 1"). A true and correct copy of Amendment No. 1 is attached hereto as **Exhibit 1**. A redline version of Amendment No. 1 showing how the terms of the Original Agreement and Class Notice have been revised is attached hereto as **Exhibit 2**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 10, 2025, at Beverly Hills, California

____
Alexandra Rose

EXHIBIT 1

AMENDMENT NO. 1 TO

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement is entered into between Plaintiffs Gregorio Pineda and Charles Wilkins (together, "Plaintiffs") and Defendants Orthopaedic Hospital dba Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children; Orthopaedic Hospital Medical Group, Inc.; Orthopaedic Institute for Children Ambulatory Surgery Center, LLC; and Orthopaedic Institute for Children Foundation (collectively, "Defendants") (collectively, with Plaintiffs, the "Parties") pursuant to Paragraph 54 of the Joint Stipulation of Class Action and PAGA Settlement ("Original Agreement") entered into between the Parties on September 5, 2025.

A. **Paragraph 15.b of the Original Agreement is hereby amended to state as follows:**

"Class Period" means the period from January 19, 2020 through August 31, 2025.

B. **Paragraph 15.aa of the Original Agreement is hereby amended to state as follows:**

"PAGA Period" means the period from January 19, 2023 through August 31, 2025.

C. **Paragraph 22 of the Original Agreement is hereby amended to state as follows:**

<u>Escalator Clause</u>. Defendants have represented that the Class Members worked a total of 41,422 workweeks during the period January 19, 2020 to June 30, 2025. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 41,422 by more than 10% (i.e., if the Workweeks exceed 45,564), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10% (e.g., if the number of Workweeks increases by 11% to 45,978 Workweeks, then the Gross Settlement Amount will increase by 1%).

D. **The Notice of Class Action Settlement attached to the Original Agreement as "Exhibit A" is hereby replaced with the revised Notice of Class Action Settlement attached hereto as "Exhibit A."**

///

Dated: December 10, 2025

BLACKSTONE LAW, APC

By: /s/ Jasmine Y. Kianfard

Karen I. Gold
Marissa A. Mayhood
Alexandra Rose
Jasmine Y. Kianfard

Attorneys for Plaintiff Gregorio Pineda

Dated: December 10, 2025

BIBIYAN LAW GROUP, P.C.

By: /s/ Brandon Chang

David D. Bibiyan
Sarah H. Cohen
Michael E. Braud
Rafael Yedoyan
Brandon Chang
Vedang Patel

Attorneys for Plaintiff Charles Wilkins

Dated: December 10, 2025

O'HAGAN MEYER LLP

By: /s/ Alyson M. Dudkowski

Katherine C. Den Bleyker
Alyson M. Dudkowski
Tatyana Esmailian

Attorneys for Defendants

EXHIBIT A

<u>**NOTICE OF CLASS ACTION SETTLEMENT**</u>

Gregorio Pineda v. Orthopaedic Hospital, et al. **("Pineda Class Action")**
Superior Court of California for the County of Los Angeles, Case No. 24STCV01618
Gregorio Pineda v. Orthopaedic Hospital, et al. **("Pineda PAGA Action")**
Superior Court of California for the County of Los Angeles, Case No. 24STCV07307
Charles Wilkins v. Orthopaedic Hospital, et al. **("Wilkins Class Action")**
Superior Court of California for the County of Los Angeles, Case No. 24STCV03460
Charles Wilkins v. Orthopaedic Hospital, et al. **("Wilkins PAGA Action")**
Superior Court of California for the County of Los Angeles, Case No. 24STCV10042

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced cases.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Gregorio Pineda ("Plaintiff Pineda") and Charles Wilkins ("Plaintiff Wilkins") (together, "Plaintiffs") and Defendants Orthopaedic Hospital dba Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children; Orthopaedic Hospital Medical Group, Inc.; Orthopaedic Institute for Children Ambulatory Surgery Center, LLC; and Orthopaedic Institute for Children Foundation (collectively, "Defendants") (Plaintiffs and Defendants are collectively referred to as the "Parties") in the above listed cases (collectively, "Actions"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. <u>IMPORTANT DEFINITIONS</u>

"**Class**" or "**Class Member(s)**" means all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the Class Period.

"**Class Period**" means the period from January 19, 2020 through August 31, 2025.

"**Class Settlement**" means the settlement and resolution of all Released Class Claims.

"**PAGA Employee(s)**" means all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period.

"**PAGA Period**" means the period from January 19, 2023 through August 31, 2025.

"**PAGA Settlement**" means the settlement and resolution of all Released PAGA Claims.

II. <u>BACKGROUND OF THE ACTIONS</u>

On January 16, 2024, Plaintiff Pineda provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code alleged to have been violated ("Pineda PAGA Letter"). On January 19, 2024, Plaintiff Pineda commenced a putative class action lawsuit by filing a Class Action Complaint ("Pineda Class Operative Complaint") in the Pineda Class Action. On March 22, 2024, Plaintiff Pineda filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq*. ("Pineda PAGA Operative Complaint") in the Pineda PAGA Action.

On February 9, 2024, Plaintiff Wilkins provided written to the LWDA and Defendants of the specific provisions of the California Labor Code alleged to have been violated ("Wilkins PAGA Letter"). On February 9, 2024, Plaintiff Wilkins commenced a putative class action lawsuit by filing a Class Action Complaint for Damages ("Wilkins Class Operative Complaint") in the Wilkins Class Action. On April 22, 2024, Plaintiff Wilkins filed a Complaint Under the Labor Code Private Attorneys' General Act of 2004 for Civil Penalties Under Labor Code Section 210, 226.3, 558, 1174.5, 1197.1 ("Wilkins PAGA Operative Complaint") in the Wilkins PAGA Action.

On October 21, 2025, the Actions were consolidated. The Pineda Class Action is the lead case.

The Pineda PAGA Letter and Wilkins PAGA Letter are together referred to as the "PAGA Letters". The Pineda Class Operative Complaint, Wilkins Class Operative Complaint (together, "Class Operative Complaints"), Pineda PAGA Operative Complaint, and Wilkins PAGA Operative Complaint (together, "PAGA Operative Complaints") are collectively referred to as the "Operative Complaints".

Plaintiffs contend that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq*., and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq*. ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Actions or that they violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (together, "Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Pineda and Plaintiff Wilkins as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Noam Y. Rieffman
Alexandra Rose
Jasmine Y. Kianfard
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8383 Wilshire Boulevard, Suite 745
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1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555 / Fax: (310) 300-1705

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the

Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Actions have merit or that Defendants have any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Nine Hundred Fifty Thousand Dollars and Zero Cents ($1,950,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $682,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Forty Thousand Dollars and Zero Cents ($40,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Ten Thousand Dollars ($10,000.00) to each of the Plaintiffs (total, $20,000.00) for their services in the Actions; (3) the amount of One Hundred Thousand Dollars and Zero Cents ($100,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% ($75,000.00) ("LWDA Payment") and the remaining 25% ($25,000.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendants as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employers' share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendants separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Employee worked for Defendants as an hourly-paid and/or non-exempt employee in California during the PAGA Period. ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

Defendants will fund the Gross Settlement Amount in three (3) installments as follows:

- No later than April 30, 2025, Defendants will fund One Million Dollars and Zero Cents ($1,000,000.00) of the Gross Settlement Amount and Employer Taxes ("First Installment").
    - Within five (5) business days of the funding of the First Installment or the Effective Date, whichever is

later, the Settlement Administrator will issue half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to PAGA Employees, half of the LWDA Payment to the LWDA, half of the Enhancement Payments to Plaintiffs, half of the Attorneys' Fees and Costs to Class Counsel, and half of the Settlement Administration Costs to itself.

- No later than four (4) months after the funding of the First Installment, Defendants will fund Four Hundred Seventy-Five Thousand Dollars and Zero Cents ($475,000.00) ("Second Installment").
- No later than four (4) months after the funding of the Second Installment, Defendants will fund Four Hundred Seventy-Five Thousand Dollars and Zero Cents ($475,000.00) ("Third Installment").
  - Within five (5) business days of the funding of the Third Installment, the Settlement Administrator will issue the remaining half of the Individual Settlement Payments to Settlement Class Members, remaining half of the Individual PAGA Payments to PAGA Employees, remaining half of the LWDA Payment to the LWDA, remaining half of the Enhancement Payments to Plaintiffs, remaining half of the Attorneys' Fees and Costs to Class Counsel, and remaining half of the Settlement Administration Costs to itself.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendants' Records

According to Defendants' records:

- **From January 19, 2020 through August 31, 2025 (i.e., the Class Period), you are credited as having worked [_____] Workweeks.**
- **From January 19, 2023 through August 31, 2025 (i.e., the PAGA Period), you are credited as having worked [_____] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Pineda Class Action (*Pineda v. Orthopaedic Hospital, et al.*, Case No. 24STCV03460; (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

> **Under the terms of the Settlement, your Individual Settlement Share is estimated to be $___________. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**
>
> **Under the terms of the Settlement, your Individual PAGA Payment is estimated to be $___________ and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Class Operative Complaints, arising during the Class Period, which shall specifically include claims for Defendants' alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq*.

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letters and the PAGA Operative Complaints, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq*., which shall specifically include claims for Defendants' alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

"Released Parties" means Defendants and their current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $682,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Forty Thousand Dollars and Zero Cents ($40,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amounts of Ten Thousand Dollars and Zero Cents ($10,000.00) each (total, $20,000.00) ("Enhancement Payments"), in recognition of their services in connection with the Actions. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Pineda Class Action (*Pineda v. Orthopaedic Hospital, et al.*, Case No. 24STCV01618); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Pineda Class Action (*Pineda v. Orthopaedic Hospital, et al.*, Case No. 24STCV01618; (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 6 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on [**date**], at [**time**], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through LA Court Connect online at: https://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Actions by visiting Stanley Mosk Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the following website: https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access

You may also visit the Settlement Administrator's website at ____________ for key documents in the Actions.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 2

AMENDMENT NO. 1 TO

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement is entered into between Plaintiffs Gregorio Pineda and Charles Wilkins (together, "Plaintiffs") and Defendants Orthopaedic Hospital dba Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children; Orthopaedic Hospital Medical Group, Inc.; Orthopaedic Institute for Children Ambulatory Surgery Center, LLC; and Orthopaedic Institute for Children Foundation (collectively, "Defendants") (collectively, with Plaintiffs, the "Parties") pursuant to Paragraph 54 of the Joint Stipulation of Class Action and PAGA Settlement ("Original Agreement") entered into between the Parties on September 5, 2025.

A. **Paragraph 15.b of the Original Agreement is hereby amended to state as follows:**

"Class Period" means the period from January 19, 2020 through August 31, 2025~~, subject to Paragraph 22~~.

B. **Paragraph 15.aa of the Original Agreement is hereby amended to state as follows:**

"PAGA Period" means the period from January 19, 2023 through August 31, 2025~~, subject to Paragraph 22~~.

C. **Paragraph 22 of the Original Agreement is hereby amended to state as follows:**

Escalator Clause. Defendants have represented that the Class Members worked a total of 41,422 workweeks during the period January 19, 2020 to June 30, 2025. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 41,422 by more than 10% (i.e., if the Workweeks exceed 45,564), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10% (e.g., if the number of Workweeks increases by 11% to 45,978 Workweeks, then the Gross Settlement Amount will increase by 1%). ~~Defendants shall have the option of a) increasing the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10% (e.g., if the number of Workweeks increases by 11% to 45,978 Workweeks, then~~

~~the Gross Settlement Amount will increase by 1%), or b) rolling back the end of the Class Period and PAGA Period to the date in which 45,564 Workweeks is met.~~

D. The Notice of Class Action Settlement attached to the Original Agreement as "Exhibit A" is hereby replaced with the revised Notice of Class Action Settlement attached hereto as "Exhibit A."

///

Dated: December 10, 2025

BLACKSTONE LAW, APC

By: ______________________________
Karen I. Gold
Marissa A. Mayhood
Alexandra Rose
Jasmine Y. Kianfard

Attorneys for Plaintiff Gregorio Pineda

Dated: December 10, 2025

BIBIYAN LAW GROUP, P.C.

By: ______________________________
David D. Bibiyan
Sarah H. Cohen
Michael E. Braud
Rafael Yedoyan
Vedang Patel

Attorneys for Plaintiff Charles Wilkins

Dated: December 10, 2025

O'HAGAN MEYER LLP

By: ______________________________
Katherine C. Den Bleyker
Alyson M. Dudkowski
Tatyana Esmailian

Attorneys for Defendants

NOTICE OF CLASS ACTION SETTLEMENT

***Gregorio Pineda v. Orthopaedic Hospital, et al.* ("Pineda Class Action")**
Superior Court of California for the County of Los Angeles, Case No. 24STCV01618
***Gregorio Pineda v. Orthopaedic Hospital, et al.* ("Pineda PAGA Action")**
Superior Court of California for the County of Los Angeles, Case No. 24STCV07307
***Charles Wilkins v. Orthopaedic Hospital, et al.* ("Wilkins Class Action")**
Superior Court of California for the County of Los Angeles, Case No. 24STCV03460
***Charles Wilkins v. Orthopaedic Hospital, et al.* ("Wilkins PAGA Action")**
Superior Court of California for the County of Los Angeles, Case No. 24STCV10042

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced cases.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Gregorio Pineda ("Plaintiff Pineda") and Charles Wilkins ("Plaintiff Wilkins") (together, "Plaintiffs") and Defendants Orthopaedic Hospital dba Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children; Orthopaedic Hospital Medical Group, Inc.; Orthopaedic Institute for Children Ambulatory Surgery Center, LLC; and Orthopaedic Institute for Children Foundation (collectively, "Defendants") (Plaintiffs and Defendants are collectively referred to as the "Parties") in the above listed cases (collectively, "Actions"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" or "**Class Member(s)**" means all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the Class Period.

"**Class Period**" means the period from January 19, 2020 through August 31, 2025.

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"**Class Settlement**" means the settlement and resolution of all Released Class Claims.

"**PAGA Employee(s)**" means all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period.

"**PAGA Period**" means the period from January 19, 2023 through August 31, 2025.

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"**PAGA Settlement**" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTIONS

On January 16, 2024, Plaintiff Pineda provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code alleged to have been violated ("Pineda PAGA Letter"). On January 19, 2024, Plaintiff Pineda commenced a putative class action lawsuit by filing a Class Action Complaint ("Pineda Class Operative Complaint") in the Pineda Class Action. On March 22, 2024, Plaintiff Pineda filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq*. ("Pineda PAGA Operative Complaint") in the Pineda PAGA Action.

On February 9, 2024, Plaintiff Wilkins provided written to the LWDA and Defendants of the specific provisions of the California Labor Code alleged to have been violated ("Wilkins PAGA Letter"). On February 9, 2024, Plaintiff Wilkins commenced a putative class action lawsuit by filing a Class Action Complaint for Damages ("Wilkins Class Operative Complaint") in the Wilkins Class Action. On April 22, 2024, Plaintiff Wilkins filed a Complaint Under the Labor Code Private Attorneys' General Act of 2004 for Civil Penalties Under Labor Code Section 210, 226.3, 558, 1174.5, 1197.1 ("Wilkins PAGA Operative Complaint") in the Wilkins PAGA Action.

On ~~________,~~ October 21, 2025, the Actions were consolidated. The Pineda Class Action is the lead case.

The Pineda PAGA Letter and Wilkins PAGA Letter are together referred to as the "PAGA Letters". The Pineda Class Operative Complaint, Wilkins Class Operative Complaint (together, "Class Operative Complaints"), Pineda PAGA Operative Complaint, and Wilkins PAGA Operative Complaint (together, "PAGA Operative Complaints") are collectively referred to as the "Operative Complaints".

Plaintiffs contend that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq*., and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq*. ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Actions or that they violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (together, "Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Pineda and Plaintiff Wilkins as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Noam Y. Rieffman
Alexandra Rose
Jasmine Y. Kianfard
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

David D. Bibiyan
Vedang Patel
Bibiyan Law Group, P.C.
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555 / Fax: (310) 300-1705

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the

Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Actions have merit or that Defendants have any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Nine Hundred Fifty Thousand Dollars and Zero Cents ($1,950,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $682,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Forty Thousand Dollars and Zero Cents ($40,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Ten Thousand Dollars ($10,000.00) to each of the Plaintiffs (total, $20,000.00) for their services in the Actions; (3) the amount of One Hundred Thousand Dollars and Zero Cents ($100,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% ($75,000.00) ("LWDA Payment") and the remaining 25% ($25,000.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendants as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employers' share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendants separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Employee worked for Defendants as an hourly-paid and/or non-exempt employee in California during the PAGA Period. ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

Defendants will fund the Gross Settlement Amount in three (3) installments as follows:

- No later than April 30, 2025, Defendants will fund One Million Dollars and Zero Cents ($1,000,000.00) of the Gross Settlement Amount and Employer Taxes ("First Installment").
    - Within five (5) business days of the funding of the First Installment or the Effective Date, whichever is

later, the Settlement Administrator will issue half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to PAGA Employees, half of the LWDA Payment to the LWDA, half of the Enhancement Payments to Plaintiffs, half of the Attorneys' Fees and Costs to Class Counsel, and half of the Settlement Administration Costs to itself.

- No later than four (4) months after the funding of the First Installment, Defendants will fund Four Hundred Seventy-Five Thousand Dollars and Zero Cents ($475,000.00) ("Second Installment").
- No later than four (4) months after the funding of the Second Installment, Defendants will fund Four Hundred Seventy-Five Thousand Dollars and Zero Cents ($475,000.00) ("Third Installment").
    - Within five (5) business days of the funding of the Third Installment, the Settlement Administrator will issue the remaining half of the Individual Settlement Payments to Settlement Class Members, remaining half of the Individual PAGA Payments to PAGA Employees, remaining half of the LWDA Payment to the LWDA, remaining half of the Enhancement Payments to Plaintiffs, remaining half of the Attorneys' Fees and Costs to Class Counsel, and remaining half of the Settlement Administration Costs to itself.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendants' Records

According to Defendants' records:

- **From January 19, 2020 through August 31, 2025 (i.e., the Class Period), you are credited as having worked [_____] Workweeks.**
- **From January 19, 2023 through August 31, 2025 (i.e., the PAGA Period), you are credited as having worked [_____] Pay Periods.**

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If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Pineda Class Action (*Pineda v. Orthopaedic Hospital, et al.*, Case No. 24STCV03460; (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be $___________. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be $___________ and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Class Operative Complaints, arising during the Class Period, which shall specifically include claims for Defendants' alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq*.

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letters and the PAGA Operative Complaints, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq*., which shall specifically include claims for Defendants' alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

"Released Parties" means Defendants and their current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. <u>Attorneys' Fees and Costs to Class Counsel</u>

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $682,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Forty Thousand Dollars and Zero Cents ($40,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. <u>Enhancement Payments to Plaintiffs</u>

Plaintiffs will seek the amounts of Ten Thousand Dollars and Zero Cents ($10,000.00) each (total, $20,000.00) ("Enhancement Payments"), in recognition of their services in connection with the Actions. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments that they are entitled to under the Settlement.

G. <u>Settlement Administration Costs to Settlement Administrator</u>

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Pineda Class Action (*Pineda v. Orthopaedic Hospital, et al.*, Case No. 24STCV01618); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Pineda Class Action (*Pineda v. Orthopaedic Hospital, et al.*, Case No. 24STCV01618; (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 6 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on [**date**], at [**time**], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through LA Court Connect online at: https://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Actions by visiting Stanley Mosk Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the following website: https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access

You may also visit the Settlement Administrator's website at ____________ for key documents in the Actions.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.