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Attorneys for Plaintiff GREGORIO PINEDA and the Class

[Additional counsel listed on next page]

**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

**DECLARATION OF JASMINE Y.
KIANFARD IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEYS'
FEES AND COSTS, ENHANCEMENT
PAYMENTS, AND SETTLEMENT
ADMINISTRATION COSTS**

Date: May 21, 2026
Time: 9:00 a.m.
Dept: 6

Complaint Filed: January 19, 2024
Trial Date: Not Set

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10 Attorneys for Plaintiff CHARLES WILKINS and the Class

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1 commencing a putative class action against Defendants.

2 6. On March 22, 2024, Plaintiff Pineda filed a Complaint for Enforcement Action Under
3 the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* (“Pineda PAGA Operative
4 Complaint”) in the action entitled *Gregorio Pineda v. Orthopaedic Hospital dba Orthopaedic Institute*
5 *for Children and Lusk Orthopaedic Institute for Children, et al.*, Los Angeles County Superior Court
6 Case No. 24STCV07307 (“Pineda PAGA Action”), which alleged one cause of action under the
7 California Labor Code Private Attorney General Act of 2004 (“PAGA”) against Defendants.

8 7. On April 22, 2024, Plaintiff Wilkins filed a Complaint Under the Labor Code Private
9 Attorneys’ General Act of 2004 for Civil Penalties Under Labor Code Sections 210, 226.3, 558,
10 1174.5, 1197.1 and 2699 (“Wilkins PAGA Operative Complaint) in the action entitled *Charles Wilkins*
11 *v. Orthopaedic Hospital dba Orthopaedic Institute for Children and Lusk Orthopaedic Institute for*
12 *Children*, Los Angeles County Superior Court Case No. 24STCV10042 (“Wilkins PAGA Action”),
13 which alleged one cause of action under PAGA against Defendants.

14 8. On May 24, 2024, Defendants filed a Motion to Compel Arbitration and supporting
15 documents in the Pineda Class Action. On July 16, 2025, Plaintiff Pineda filed an Opposition to
16 Defendants’ Motion to Compel Arbitration and supporting documents. On July 30, 2024, Defendants
17 filed a Reply to Plaintiff Pineda’s Opposition and supporting documents. On August 5, 2024, August
18 6, 2024, and August 21, 2024, Plaintiff Pineda filed additional documents in support of his Opposition.
19 On October 1, 2024, the Court entered an Order, which denied Defendants’ Motion to Compel
20 Arbitration.

21 9. On June 27, 2024, Defendants filed a Motion to Compel Arbitration of the Individual
22 PAGA Claim and to Stay the Remainder of the Action (“Motion to Compel PAGA”) and supporting
23 documents in the Pineda PAGA Action. On September 11, 2024, Plaintiff Pineda filed an Opposition
24 to Defendants’ Motion to Compel PAGA and supporting documents. On September 17, 2024,
25 Defendants filed a Reply to Plaintiff Pineda’s Opposition and supporting documents. On October 3,
26 2024, the Court entered an Order, which related the Pineda Class Action and Pineda PAGA Action
27 and took all of the Pineda PAGA Action’s hearings off calendar.

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1 10. On October 17, 2024, the Court ruled the Pineda Class Action, Pineda PAGA Action,
2 Wilkins Class Action, and Wilkins PAGA Action related (collectively, the “Actions”).

3 11. The Pineda Class Operative Complaint, Wilkins Class Operative Complaint (together,
4 “Class Operative Complaints”), Pineda PAGA Operative Complaint, and Wilkins PAGA Operative
5 Complaint (together, “PAGA Operative Complaints”) (collectively, the Class Operative Complaints
6 and PAGA Operative Complaints are referred to as the “Operative Complaints”) allege causes of
7 action for violations of the California Labor Code for failure to pay minimum wages, failure to pay
8 overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof,
9 failure to provide compliant rest periods and premium payments in lieu thereof, failure to timely pay
10 wages during employment, failure to provide compliant wage statements, failure to timely pay wages
11 upon termination, and failure to reimburse necessary business expenses, for violations of California
12 Business & Professions Code Section 17200, et seq. based on the aforementioned California Labor
13 Code violations, and for civil penalties under PAGA based on the aforementioned California Labor
14 Code violations.

15 12. On January 27, 2025, Plaintiff Pineda propounded written formal discovery onto
16 Defendants (specifically, Special Interrogatories (Set One)).

17 13. On June 30, 2025, Plaintiff Pineda, Plaintiff Wilkins (together, “Plaintiffs”), and
18 Defendants (collectively, the “Parties”) participated in a formal mediation conducted by Monique
19 Ngo-Bonnici, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in
20 complex wage and hour matters, and with the assistance of the Mediator’s evaluations, the Parties
21 were able to reach an agreement to resolve this dispute on a class and representative basis. The Parties
22 then worked diligently to negotiate and memorialize the terms in a long form settlement agreement.

23 14. On September 5, 2025, the Parties executed the Joint Stipulation of Class Action and
24 PAGA Settlement (“Original Agreement”). A true and correct copy of the Original Agreement is
25 attached hereto as **Exhibit 1**.

26 15. On October 16, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class
27 Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents.

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1 16. On October 21, 2025, the Court entered an Order, which consolidated the Actions.

2 17. On November 19, 2025, the Court held a hearing on the Motion for Preliminary
3 Approval in which the Court ordered the Parties to determine whether the Escalator Clause of the
4 Original Agreement was triggered. Pursuant to the Court’s direction, the Parties’ counsel engaged the
5 Settlement Administrator, ILYM Group, Inc., to calculate the total number of weeks each Class
6 Member worked as an hourly-paid and/or non-exempt employee in California during the Class Period
7 (“Workweeks”) to determine whether the Escalator Clause was triggered. The Settlement
8 Administrator confirmed it was not triggered.

9 18. On December 10, 2025, the Parties executed Amendment No. 1 to Joint Stipulation of
10 Class Action and PAGA Settlement (“Amendment No.1”). A true and correct copy of Amendment
11 No. 1 is attached hereto as **Exhibit 2**.

12 19. On December 10, 2025, Plaintiffs filed the Supplemental Declaration of Alexandra
13 Rose in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement.

14 20. On January 23, 2026, the Court entered the Order Granting Preliminary Approval of
15 Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminary approving
16 the terms of the Original Agreement and Amendment No. 1 (together, “Settlement Agreement” or
17 “Settlement”), the Notice of Class Action Settlement (“Class Notice”), and the proposed
18 administration procedures and associated deadlines. A true and correct copy of the Preliminary
19 Approval Order is attached hereto as **Exhibit 3**

20 **Summary of the Terms of the Settlement Agreement**

21 21. By way of the Preliminary Approval Order, the Court certified the following Class for
22 settlement purposes only: “All current and former hourly-paid and/or non-exempt employees who
23 worked for Defendants in the State of California at any time during the Class Period” (“Class” or
24 “Class Members”). The “Class Period” is defined as the period from January 19, 2020 through August
25 31, 2025. The “Settlement Class Members” consist of all Class Members who did not submit a timely
26 and valid Request for Exclusion. The “PAGA Employees” consist of “all current and former hourly-
27 paid and/or non-exempt employees who worked for Defendants in the State of California at any time
28 during the PAGA Period.” The “PAGA Period” is defined as the period from January 19, 2023

1 through August 31, 2025.

2 22. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
3 Complaint for a non-reversionary Gross Settlement Amount of One Million Nine Hundred Fifty
4 Thousand Dollars and Zero Cents (\$1,950,000.00), which is exclusive of employer-side payroll taxes.
5 The Gross Settlement Amount includes: (1) Class Counsel's fees in the amount of thirty-five percent
6 (35%) of the Gross Settlement Amount, equaling Six Hundred Eighty-Two Thousand Five Hundred
7 Dollars and Zero Cents (\$682,500.00); (2) Class Counsel's actual litigation costs and expenses, in the
8 amount of Twenty-Six Thousand Five Hundred Ninety-Six Dollars and Twenty-Four Cents
9 (\$26,596.24); (3) Settlement Administration Costs in the amount Nine Thousand Dollars and Zero
10 Cents (\$9,000.00); (4) Enhancement Payments in the aggregate amount of Twenty Thousand Dollars
11 and Zero Cents (\$20,000.00); and (5) PAGA Amount in the amount of One Hundred Thousand Dollars
12 and Zero Cents (\$100,000.00). After the above Court-approved amounts are deducted from the Gross
13 Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of
14 approximately One Million One Hundred Eleven Thousand Nine Hundred Three Dollars and Seventy-
15 Six Cents (\$1,111,903.76).

16 23. The Settlement does not require Settlement Class Members to submit claims as a
17 prerequisite to receiving their *pro rata* share of the Net Settlement Amount ("Individual Settlement
18 Share") nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro*
19 *rata* share of twenty-five percent (25%) of the PAGA Amount ("Individual PAGA Payment").
20 Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net
21 Settlement Amount by the total number of Workweeks worked by all Settlement Class Members
22 during the Class Period and multiplying the result by each Settlement Class Member's Workweeks
23 worked during the Class Period. Individual PAGA Payments are calculated by the Settlement
24 Administrator by dividing the amount of the PAGA Employees' 25% share of PAGA Amount
25 (\$25,000.00) by the total number of pay periods each PAGA Employee worked for Defendants as an
26 hourly-paid and/or non-exempt employee in California during the PAGA Period ("Pay Periods") and
27 multiplying the result by each PAGA Employee's Pay Periods worked during the PAGA Period.

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24. Each Individual Settlement Share will be allocated as twenty percent (20%) wages, and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wage portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their net payment of their Individual Settlement Share ("Individual Settlement Payment"). The employers' share of taxes and contributions in connection with the wages portion of Individual Settlement Shares will be paid by Defendants separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

25. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee.

Notice to the LWDA

26. On September 12, 2025 and December 10, 2025, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2).

The Settlement Is Fair and Reasonable

Discovery and Informed Arms-Length Negotiations

27. The Parties' settlement negotiations were at all times made at arm's-length and were adversarial. The Settlement was reached following a full day of mediation with a highly respected mediator with substantial experience mediating wage and hour cases, and Plaintiffs engaged in additional negotiations in order to finalize the long-form agreement presently before the Court.

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1 28. The Parties engaged in extensive informal discovery prior to reaching a settlement.
2 Prior to mediation, Defendants produced a random thirty-three percent (33%) sampling of putative
3 class members' time and pay records as well as Defendants' relevant wage and hour policies, and
4 information regarding the total number of putative class members, the number of current versus former
5 employees, the total workweeks worked by the putative class members, and the average rate of pay
6 for the putative class members.

7 29. This allowed Class Counsel to conduct an informed assessment and analysis of the
8 strengths and weaknesses of the claims and the potential class-wide damages.

9 30. Based on the information exchanged, the Parties extensively briefed issues regarding
10 class certification and liability and provided their analyses to the Mediator who helped the Parties
11 debate the strengths and weakness of their respective positions. At all times, Plaintiffs were willing
12 and prepared to litigate this matter through class certification and trial if the Parties had been unable
13 to reach a favorable resolution. Additionally, settlement negotiations were conducted by highly
14 capable and experienced counsel. Class Counsel are respected members of the California State Bar
15 with strong records of vigorous and effective advocacy and are experienced in handling complex wage
16 and hour class action litigation. Accordingly, Class Counsel had sufficient information and experience
17 to act intelligently in negotiating the Settlement.

18 31. Although the investigation and information discovered supports Plaintiffs' contentions,
19 Defendants raised potential defenses and other circumstances that impacted the risk of proceeding on
20 a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

21 32. Class Counsel are aware of Defendants' defenses and arguments and have also taken
22 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
23 inherent in such litigation, including those involved in class and/or representative adjudication.
24 Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted
25 in the Actions, Defendants' defenses, and the difficulties in establishing entitlement to monetary
26 recovery. Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations
27 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

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1 33. Defendants denied and continue to deny any liability and wrongdoing of any kind
2 associated with the claims alleged in the Actions, and further deny that class certification is appropriate
3 for any purpose other than the Settlement. Defendants believe that they would ultimately prevail in
4 the Actions. Defendants proffered defenses to both certification and to the merits of Plaintiffs' claims.
5 Defendants contended that Plaintiffs' claims are not suitable for class certification because individual
6 issues would predominate should this case go to trial. As with all class actions, these complex cases
7 raise difficult management and proof issues and, accordingly, there is a significant risk that the Court
8 may deny class certification.

9 34. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
10 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
11 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need
12 to request and analyze thousands of pages of documents, obtain the Class Members' contact
13 information, contact them, and obtain declarations at great expense. Obtaining the cooperation of
14 current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
15 against a current employer. On the other hand, Defendants would likely be able to obtain the
16 cooperation of their employees. Moreover, even if Plaintiffs prevailed at class certification and trial,
17 possible appeals would substantially delay any recovery by the Class.

18 35. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.
19 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of
20 California, and is within the accepted range of recoveries for this type of litigation given the inherent
21 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
22 litigation.

23 ***Attorneys' Fees and Costs***

24 36. Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
25 \$682,500.00) for fees for the time spent litigating this matter and reimbursement of actual costs and
26 expenses totaling Twenty-Six Thousand Five Hundred Ninety-Six Dollars and Twenty-Four Cents
27 (\$26,596.24). The requested fees and costs are fair compensation for undertaking complex, risky,
28 expensive, and time-consuming litigation on a contingent fee basis, especially in light of the

substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee award is summarily addressed as follows but is more fully discussed in Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs ("Motion for Final Approval") filed concurrently herewith.

37. The effectiveness of Class Counsel's prosecution of this matter has translated into tangible monetary benefits for the Settlement Class Members, the State of California, and the PAGA Employees as follows: (1) Settlement Class Members, the State of California, and the PAGA Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type, given the strengths and weaknesses of the Actions; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the Actions progressed through trial and/or appeals.

38. In the present case, Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. Class Counsel had to consider their workload during this litigation when considering taking on additional work that was available, and which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class Counsel are experienced in complex wage-and-hour litigation and used that experience to obtain a favorable result for the Class, the State of California, and the PAGA Employees. Considering the amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling similar matters, Plaintiffs maintain that the requested attorneys' fees of thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$682,500.00) are reasonable and should be awarded.

39. Blackstone Law, APC ("Blackstone") was started in February 2018, representing plaintiffs in individual and representative employment litigation. The firm has grown exponentially over the past eight-plus years, now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor and employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm focused on other complex general litigation matters. Blackstone has been counsel of record on several class and PAGA actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 4**. The attorneys who worked on this matter are all experienced

1 in litigating wage and hour matters as follows:

2 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
3 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
4 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
5 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
6 associate and remained employed there from September 2008 through August 2015. During his
7 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from
8 employment, corporate, entertainment, and general business litigation matters, though his primary area
9 of expertise was employment, both single plaintiff and representative actions. On the vast majority of
10 those cases, he was the only or primary attorney managing the case and thus obtained extensive
11 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
12 employment intakes; was the primary contact for all clients; took and defended hundreds (if not
13 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
14 motions and pleadings, including dispositive and certification motions; strategized on all cases;
15 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
16 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
17 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
18 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
19 the cases he managed were highly publicized, with articles written about them in the Los Angeles
20 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
21 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,
22 which is well within the prevailing rate for attorneys with his experience in this area of practice in
23 Southern California.

24 b. Karen I. Gold graduated *cum laude* from UCLA in 2005 with a Bachelor of Science
25 degree in Cognitive Science and a Specialization in Computing. She received her law degree from
26 Boston University School of Law and was admitted to the California State Bar in 2008. Upon
27 graduation, she joined Cox Castle & Nicholson, LLP, and worked there for approximately a decade as
28 a general litigation attorney focused primarily on high-stakes sophisticated cases including class action

1 defense matters. Thereafter, she spent approximately five years working for Marlin & Saltzman, LLP,
2 which is a well-known plaintiff-side wage and hour law firm in Los Angeles, before transitioning over
3 to Blackstone Law as a Senior Trial Attorney and Team Lead. Karen I. Gold has managed over one
4 hundred complex litigation cases, ranging from employment matters to corporate and general business
5 litigation matters. On many of those cases, she was the only or primary attorney managing in the case
6 and thus obtained extensive experience overseeing these types of actions. In that capacity, she was
7 the primary contact for clients; took and defended many depositions; propounded and responded to
8 discovery; prepared and opposed motions and pleadings, including dispositive and certification
9 motions; strategized on all cases; attended hearings; attended mediations; coordinated with class action
10 administrators; prepared and worked with experts; participated in trial prep and trials; and engaged in
11 all other intricate facets of litigation. Super Lawyers honored her as a Southern California Rising Star
12 from 2015 through 2018. As a Senior Trial Attorney and Team Lead, she oversees and handles over
13 100 wage-and-hour putative class actions and/or representative actions under PAGA seeking relief on
14 behalf of California employees. She has considerable experience in handling class and representative
15 action lawsuits throughout her career and has been approved as counsel in a number of cases. Her
16 billable rate is \$985, which is well within the prevailing rate for attorneys with her experience in this
17 area of practice in Southern California.

18 c. Marissa A. Mayhood is a Senior Attorney at Blackstone Law, APC. She graduated
19 from Pepperdine University School of Law with a juris doctorate and a certificate in dispute resolution
20 from Pepperdine's Straus Institute. Ms. Mayhood spent approximately five years working for Marlin
21 & Saltzman, LLP, which is a well-known plaintiff-side wage and hour law firm in Los Angeles. While
22 working for Marlin & Saltzman, LLP, she litigated and helped settle a \$72.5 million case, *Utne v.*
23 *Home Depot U.S.A., Inc.*, United States District Court for the Northern District of California, Case
24 No. 3:16-cv-01854-RS, and was approved as class counsel. Her hourly rate of \$750 is reasonable
25 based on her education and experience and is in line with the market rate.

26 d. Ashley H. Cruz is a former attorney at Blackstone. She received her Bachelor of Arts
27 degree from the University of California, Los Angeles in 2011, where she majored in International
28 Development Studies and minored in Political Science and French. In 2014, she graduated from the

1 Loyola University Chicago School of Law with honors. She was admitted to the State Bar of
2 California in December of 2015. Her hourly rate of \$750 is reasonable based on her education and
3 experience and is in line with the market rate at the time she worked in this case.

4 e. Noam Y. Reiffman joined Blackstone with extensive litigation experience and
5 currently specializes in employment class action and representative claims. Prior to working at
6 Blackstone, he represented clients across a wide range of fields including complex litigation and white-
7 collar criminal defense in both state and federal courts. He spent time as a law clerk for the Honorable
8 Katherine Mader, Judge of the Los Angeles County Superior Court, as well as at the Los Angeles
9 County District Attorney's Office. He earned his Juris Doctorate from Southwestern Law School in
10 2014, where he graduated *summa cum laude* and was a member of the Southwestern Law Review,
11 Dean's Fellow, and Dean's List honoree. He has been selected repeatedly as Super Lawyers Southern
12 California Rising Star since 2019. His billable rate of \$750 is reasonable based on his education and
13 experience and is in line with the market rate.

14 f. Alexandra Rose joined Blackstone from a highly reputable employment law firm. She
15 graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and
16 from New England Law | Boston with a Juris Doctor degree in 2019. She was admitted to the State
17 Bar of California in December of 2019 and the State Bars of New York and New Jersey in 2023. She
18 is additionally licensed in all federal district courts of California. She has worked on many wage and
19 hour class action and PAGA representative matters, and my work has included, *inter alia*, researching
20 and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing
21 stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis,
22 and making court appearances. She manages the post-settlement department at Blackstone. In that
23 capacity, she oversees and handles over 100 wage-and-hour putative class actions and/or
24 representative actions under PAGA that are in settlement. Her hourly rate of \$750 is reasonable based
25 on her education and experience and is in line with the market rate.

26 g. I recently joined Blackstone Law, APC. I received my Bachelor of Arts degree from
27 California State University, Fullerton in 2015, my Master of Journalism from University of Southern
28 California, Los Angeles in 2016, and Juris Doctor degree from Chapman University Dale E. Fowler

School of Law in 2021. I was admitted to the State Bar of California in 2023. My hourly rate of \$550 is reasonable based on my education and experience and is in line with the market rate.

40. Blackstone has spent approximately 412.20 total hours litigating this matter. To date, our total fees incurred amount to \$361,204. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the client and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings, formal and informal discovery requests, and joint statements; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and motion papers for obtaining settlement approval. One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Blackstone's lodestar for each attorney who worked on this matter is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	53.40	\$1,295	\$69,153
Karen I. Gold	Senior Trial Attorney and Team Lead	130.60	\$985	\$128,641
Marissa A. Mayhood	Senior Associate	95.30	\$750	\$71,475
Ashley H. Cruz	Senior Associate	46.20	\$750	\$34,650
Noam Y. Reiffman	Senior Associate	17.40	\$750	\$13,050

Alexandra Rose	Senior Associate	30.60	\$750	\$22,950
Jasmine Y. Kianfard	Associate	38.70	\$550	\$21,285

41. We expect to spend an additional 10 hours (\$5,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and Class Members. Based thereon, the total amount of Blackstone's fees through closure of this matter are estimated to be approximately \$366,704.

42. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00). Blackstone seeks reimbursement of a total of Twenty-One Thousand Five Hundred Seven Dollars and Forty-Two Cents (\$21,507.42) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 5**. This amount was reasonable and necessary in the prosecution of this matter.

43. The requested award of Attorneys' Fees and Costs was included and set forth clearly in the Class Notice provided to the Class Members.

Enhancement Payments

44. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Enhancement Payments in the amounts of Ten Thousand Dollars and Zero Cents (\$10,000.00) each to Plaintiffs (total, \$20,000.00). The requested Enhancement Payments are eminently reasonable given the time and effort Plaintiffs spent on this matter, and the benefit to the other Class Members as a result of Plaintiffs' actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. The Declarations of Plaintiffs Gregorio Pineda and Charles Wilkins submitted herewith details their work and efforts in bringing and litigating this matter through resolution and supports the requested Enhancement Payments. The requested Enhancement Payments were also disclosed in the Class Notice provided to the Class Members.

Settlement Administration Costs

45. In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court approved, Settlement Administration Costs not to exceed Ten Thousand Dollars and Zero Cents

1 (\$10,000.00). ILYM Group, Inc., the approved Settlement Administrator, provided Class Counsel
2 with its quote stating that its cost to administer the Settlement is Nine Thousand Dollars and Zero
3 Cents (\$9,000.00).

4 ***Allocation to the LWDA***

5 46. As part of the Settlement, Defendants have agreed to pay One Hundred Thousand
6 Dollars and Zero Cents (\$100,000.00) to settle the claims of the PAGA Employees brought pursuant
7 to PAGA, of which the payment of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) (75%
8 of the PAGA Amount) will be paid to the LDWA for education and enforcement purposes.

9 47. It is extremely common in approved wage and hour class action cases that settle that
10 only a small portion of the total settlement is paid to PAGA penalties “in order to maximize payments
11 to class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
12 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
13 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
14 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
15 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
16 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
17 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
18 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
19 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
20 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
21 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
22 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here,
23 in these approved settlements, the parties generally maximized statutory penalties and minimized
24 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
25 California Labor Code violations.

26 ***Notice to the Class***

27 48. The Class Notice approved by the Court met the requirements for proper notice of
28 settlement to a class: it identified the Parties and described the Actions, the Class, the Gross Settlement

1 Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed
2 to be paid as the Enhancement Payments to Plaintiffs, the Settlement Administration Costs to the
3 Settlement Administrator, and the Attorneys' Fees and Costs to Class Counsel. The Class Notice
4 described the proposed Settlement with enough specificity to allow each Class Member to make an
5 informed choice whether to accept and participate in it. It also explained how and when Class
6 Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date
7 and time of the hearing on final approval of the Settlement and informed Class Members how to obtain
8 additional information about the Settlement.

9 I declare under penalty of perjury under the laws of the State of California that the foregoing
10 is true and correct. Executed on March 17, 2026, at Beverly Hills, California.

11
12 /s/ Jasmine Y. Kianfard
13 Jasmine Y. Kianfard
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EXHIBIT 1

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiffs Gregorio Pineda
4 (“Plaintiff Pineda”) and Charles Wilkins (“Plaintiff Wilkins”) (together, “Plaintiffs” or “Class
5 Representatives”), individually, and on behalf of all others similarly situated and on behalf of the State
6 of California with respect to aggrieved employees, and Defendants Orthopaedic Hospital dba
7 Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children; Orthopaedic
8 Hospital Medical Group, Inc.; Orthopaedic Institute for Children Ambulatory Surgery Center, LLC;
9 and Orthopaedic Institute for Children Foundation (collectively, “Defendants”) (collectively,
10 Plaintiffs and Defendants are referred to as “Parties” and individually as “Party”).

11 This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as
12 defined herein), the State of California as to the employment of PAGA Employees (as defined herein),
13 and Defendants, subject to the terms and conditions hereof and the approval of the Court.

14 **RECITALS**

15 1. On January 16, 2024, Plaintiff Pineda provided written notice to the Labor and
16 Workforce Development Agency (“LWDA”) by online submission and to Defendants by U.S.
17 Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the
18 California Labor Code alleged to have been violated by Defendants (“Pineda PAGA Letter”).

19 2. On January 19, 2024, Plaintiff Pineda filed a Class Action Complaint (“Pineda Class
20 Operative Complaint”) in the action entitled *Gregorio Pineda v. Orthopaedic Hospital dba*
21 *Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children, et al.*, Los Angeles
22 County Superior Court Case No. 24STCV01618 (“Pineda Class Action”), thereby commencing a
23 putative class action against Defendants.

24 3. On February 9, 2024, Plaintiff Wilkins provided written notice to the LWDA by online
25 submission and to Defendants by U.S. Certified Mail, pursuant to California Labor Code Section
26 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by
27 Defendants (“Wilkins PAGA Letter”) (together, the Pineda PAGA Letter and Wilkins PAGA Letter
28 are referred to as the “PAGA Letters”).

1 4. On February 9, 2024, Plaintiff Wilkins filed a Class Action Complaint for Damages
2 (“Wilkins Class Operative Complaint”) in the action entitled *Charles Wilkins v. Orthopaedic Hospital*
3 *dba Orthopaedic Institute for Children and Lusk Orthopaedic Institute for Children, et al.*, Los
4 Angeles County Superior Court Case No. 24STCV03460 (“Wilkins Class Action”), thereby
5 commencing a putative class action against Defendants.

6 5. On March 22, 2024, Plaintiff Pineda filed a Complaint for Enforcement Action Under
7 the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* (“Pineda PAGA Operative
8 Complaint”) in the action entitled *Gregorio Pineda v. Orthopaedic Hospital dba Orthopaedic Institute*
9 *for Children and Lusk Orthopaedic Institute for Children, et al.*, Los Angeles County Superior Court
10 Case No. 24STCV07307 (“Pineda PAGA Action”), which alleged one cause of action under the
11 Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.*
12 (“PAGA”) against Defendants.

13 6. On April 22, 2024, Plaintiff Wilkins filed a Complaint Under the Labor Code Private
14 Attorneys’ General Act of 2004 for Civil Penalties Under Labor Code Sections 210, 226.3, 558,
15 1174.5, 1197.1 and 2699 (“Wilkins PAGA Operative Complaint”) in the action entitled *Charles Wilkins*
16 *v. Orthopaedic Hospital dba Orthopaedic Institute for Children and Lusk Orthopaedic Institute for*
17 *Children*, Los Angeles County Superior Court Case No. 24STCV10042 (“Wilkins PAGA Action”),
18 which alleged one cause of action under PAGA against Defendants.

19 7. On July 11, 2024, Pineda filed a Notice of Related Case regarding his separately filed
20 action against Defendants seeking civil penalties pursuant to the Private Attorney General Act of 2004,
21 Cal. Labor Code §§ 2698, *et seq.* (“Pineda PAGA Action”).

22 8. On October 17, 2024, the Court ruled the Pineda Class Action, Pineda PAGA Action,
23 Wilkins Class Action, and Wilkins PAGA Action related (collectively, the “Actions”). The Pineda
24 Class Action was deemed the lead case.

25 9. The Parties agree to consolidate the Actions.

26 10. The Pineda Class Operative Complaint, Wilkins Class Operative Complaint (together,
27 “Class Operative Complaints”), Pineda PAGA Operative Complaint, and Wilkins PAGA Operative
28 Complaint (together, “PAGA Operative Complaints”) (collectively, the Class Operative Complaints

1 and PAGA Operative Complaints are referred to as the “Operative Complaints”) allege causes of
2 action for violations of the California Labor Code for failure to pay minimum wages, failure to pay
3 overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof,
4 failure to provide compliant rest periods and premium payments in lieu thereof, failure to timely pay
5 wages during employment, failure to provide compliant wage statements, failure to timely pay wages
6 upon termination, and failure to reimburse necessary business expenses, for violations of California
7 Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor
8 Code violations, and for civil penalties under PAGA based on the aforementioned California Labor
9 Code violations.

10 11. Defendants deny all material allegations set forth in the Actions and have asserted
11 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
12 Defendants desire to fully and finally settle the Actions, Released Class Claims (as defined herein),
13 and Released PAGA Claims (as defined herein).

14 12. Class Counsel diligently investigated the class and PAGA claims against Defendants,
15 including any and all applicable defenses and the applicable law. The investigation included, *inter*
16 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
17 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
18 merits of the claims and contentions of the Parties.

19 13. On June 30, 2025, the Parties participated in mediation with Monique Ngo-Bonnici,
20 Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance
21 of the Mediator’s evaluations, the Parties reached a global settlement of the Actions that is
22 memorialized herein. The Parties’ settlement discussions were conducted at arms’ length, and the
23 Settlement is the result of an informed and detailed analysis of Defendants’ potential liability and
24 exposure in relation to the costs and risks associated with continued litigation. Based on Class
25 Counsel’s investigation and evaluation, Class Counsel believes that the settlement with Defendants
26 for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and
27 adequate and is in the best interest of the Class Members, State of California, and PAGA Employees
28 in light of all known facts and circumstances, including the risk of significant delay and uncertainty

1 associated with litigation and various defenses asserted by Defendants.

2 14. The Parties expressly acknowledge that this Settlement Agreement is entered into
3 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
4 admission of liability or wrongdoing by Defendants. If for any reason this Settlement Agreement is
5 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
6 positions.

7 **DEFINITIONS**

8 15. The following definitions are applicable to this Settlement Agreement. Definitions
9 contained elsewhere in this Settlement Agreement will also be effective.

10 a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for
11 Class Counsel's litigation and resolution of the Actions and all actual costs and expenses incurred and
12 to be incurred by Class Counsel in connection with the Actions, as set forth in Paragraph 18.

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

16 c. "Class Counsel" means Jonathan M. Genish, Karen I. Gold, Marissa A.
17 Mayhood, Noam Y. Reiffman, Alexandra Rose, and Jasmine Y. Kianfard, of Blackstone Law, APC,
18 and David D. Bibiyan and Vedang Patel of Bibiyan Law Group, P.C. who will seek to be appointed
19 counsel for the Class.

20 d. "Class List" means a complete list of all Class Members that Defendants will
21 diligently and in good faith compile from their records and provide to the Settlement Administrator.
22 The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the
23 following information for each Class Member: (1) full name; (2) last known mailing address; (3)
24 Social Security number; (4) dates worked for Defendants during the Class Period; and (5) such other
25 information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods.

26 e. "Class Notice" means the Notice of Class Action Settlement, substantially in
27 the form attached hereto as "**Exhibit A.**"

28 ///

1 f. “Class Period” means the period from January 19, 2020 through August 31,
2 2025, subject to Paragraph 22.

3 g. “Class Settlement” means the settlement and resolution of all Released Class
4 Claims.

5 h. “Court” means the Superior Court of the State of California for the County of
6 Los Angeles.

7 i. “Defendants’ Counsel” means Katherine C. Den Bleyker, Alyson M.
8 Dudkowski, and Tatyana Esmailian of O’Hagan Meyer LLP.

9 j. “Dispute” means a letter submitted by a Class Member disputing the number of
10 Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case
11 name and number of the Pineda Class Action; (b) contain the Class Member’s full name, signature,
12 address, telephone number, and the last four (4) digits of the Class Member’s Social Security number;
13 (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited
14 to the Class Member and what the Class Member contends is the correct number; and (d) be returned
15 by mail to the Settlement Administrator at the specified address, postmarked on or before the Response
16 Deadline.

17 k. “Effective Date” means the following: (i) if no Settlement Class Member
18 objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if
19 any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first
20 (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or
21 (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final
22 resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting
23 in final judicial approval of the Settlement.

24 l. “Employer Taxes” means the employers’ share of taxes and contributions in
25 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendants
26 in addition to the Gross Settlement Amount.

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m. “Enhancement Payment(s)” means the amounts to be paid to Plaintiffs, in recognition of their effort and work in prosecuting the Actions on behalf of Class Members and PAGA Employees, and general release of claims, as set forth in Paragraph 19.

n. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

o. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

p. “Final Approval Order and Judgment” means the order granting final approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

q. “Gross Settlement Amount” means the amount of One Million Nine Hundred Fifty Thousand Dollars and Zero Cents (\$1,950,000.00) to be paid by Defendants in full satisfaction of the Actions, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members. Defendants shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will return to Defendants. The Gross Settlement Amount is subject to increase, as provided in Paragraph 21.

r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 24.

s. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 25.

t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 23.

1 u. “LWDA Payment” means the amount of Seventy-Five Thousand Dollars and
2 Zero Cents (\$75,000.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the
3 LWDA under the PAGA Settlement, as set forth in Paragraph 20.

4 v. “Net Settlement Amount” means the portion of the Gross Settlement Amount
5 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
6 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, and
7 Settlement Administration Costs.

8 w. “Notice of Objection” means a Settlement Class Member’s written objection to
9 the Class Settlement, which must: (a) contain the case name and number of the Pineda Class Action;
10 (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits
11 of the objector’s Social Security number; (c) contain a written statement of all grounds for the
12 objection accompanied by any legal support for such objection; (d) contain copies of any papers,
13 briefs, or other documents upon which the objection is based; and (e) be returned by mail to the
14 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

15 x. “PAGA Amount” means the allocation of One Hundred Thousand Dollars and
16 Zero Cents (\$100,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five
17 percent (75%) of the PAGA Amount, or \$75,000.00, will be paid to the LWDA (i.e., the LWDA
18 Payment) and the remaining twenty-five percent (25%), or \$25,000.00, will be distributed to the
19 PAGA Employees (i.e., the PAGA Employee Amount).

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

23 z. “PAGA Employee Amount” means the amount of Twenty-Five Thousand
24 Dollars and Zero Cents (\$25,000.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA
25 Employees on a *pro rata* basis based on their Pay Periods.

26 aa. “PAGA Period” means the period from January 19, 2023 through August 31,
27 2025, subject to Paragraph 22.

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1 bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA
2 Claims.

3 cc. “Pay Periods” means the number of pay periods each PAGA Employee worked
4 for Defendants as an hourly-paid and/or non-exempt employee in California during the PAGA Period.
5 Pay Periods will be calculated by the Settlement Administrator.

6 dd. “Preliminary Approval” means the date on which the Court enters the
7 Preliminary Approval Order.

8 ee. “Preliminary Approval Order” means the order granting preliminary approval
9 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
10 the Court.

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

20 gg. “Released PAGA Claims” means any and all claims arising from any of the
21 factual allegations in the PAGA Letters and the PAGA Operative Complaints, arising during the
22 PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor
23 Code Sections 2698 *et seq.*, which shall specifically include claims for Defendants’ alleged failure to
24 pay overtime and minimum wages, provide compliant meal and rest periods and associated premium
25 payments, timely pay wages during employment and upon termination, provide compliant wage
26 statements, maintain complete and accurate payroll records, and reimburse necessary business-related
27 expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510,
28 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare

Commission Wage Order.

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

ii. “Request for Exclusion” means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Pineda Class Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

jj. “Response Deadline” means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants’ Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline.

kk. “Settlement Administrator” means ILYM Group, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering the Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

ll. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 21.

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1 mm. “Settlement Class” or “Settlement Class Member(s)” means all Class Members
2 who do not submit a timely and valid Request for Exclusion.

3 nn. “Workweeks” means the number of weeks each Class Member worked for
4 Defendants as an hourly-paid and/or non-exempt employee in California during the Class Period.
5 Workweeks will be calculated by the Settlement Administrator.

6 **CLASS CERTIFICATION**

7 16. For the purposes of this Settlement only, the Parties stipulate to the certification of the
8 Class.

9 17. The Parties agree that certification for the purpose of settlement is not an admission
10 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
11 whatever reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as
12 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
13 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
14 non-settlement context.

15 **TERMS OF THE AGREEMENT**

16 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
17 forth herein, the Parties agree, subject to the Court’s approval, as follows:

18 18. Attorneys’ Fees and Costs. Defendants agree not to oppose or impede any application
19 or motion by Class Counsel for attorneys’ fees in the amount up to thirty-five percent (35%) of the
20 Gross Settlement Amount (i.e., \$682,500.00 if the Gross Settlement Amount is \$1,950,000.00) and
21 reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement
22 of the Actions, in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), both
23 of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work
24 performed and any and all costs incurred by Class Counsel in connection with the litigation of the
25 Actions, including without limitation all work performed and costs incurred to date, and all work to
26 be performed and all costs to be incurred in connection with obtaining the Court’s approval of this
27 Settlement Agreement, including any objections raised and any appeals necessitated by those
28 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this

1 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
2 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
3 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
4 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

5 19. Enhancement Payments. Defendants agree not to oppose or impede any application or
6 motion by Plaintiffs for Enhancement Payments in the amounts up to Ten Thousand Dollars and Zero
7 Cents (\$10,000.00) to each of the Plaintiffs (total, \$20,000.00). The Enhancement Payments, which
8 will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to their
9 Individual Settlement Payments as Settlement Class Members and Individual PAGA Payments as
10 PAGA Employees. Plaintiffs shall be solely and legally responsible for correctly characterizing this
11 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
12 Administrator shall issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments. Any portion
13 of the requested Enhancement Payments that is not awarded by the Court to Plaintiffs shall be
14 reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

15 20. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
16 One Hundred Thousand Dollars and Zero Cents (\$100,000.00) shall be allocated from the Gross
17 Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code
18 Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$75,000.00,
19 will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$25,000.00,
20 will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based
21 on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e.,
22 the Individual PAGA Payments).

23 21. Settlement Administration Costs. The Settlement Administrator will be paid for the
24 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
25 which is currently estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). These
26 costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,
27 *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices
28 and other documents for the Settlement, calculating and distributing payments due under the

Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

22. 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), 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.

23. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share that the Class Member may be entitled to receive under the Class Settlement.

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1 b. After Final Approval, the Settlement Administrator will divide the final Net
2 Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek
3 Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek
4 Value to each Settlement Class Member’s final Individual Settlement Share.

5 24. Individual PAGA Payment Calculations. Individual PAGA Payments will be
6 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’
7 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee
8 Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the
9 “Pay Period Value,” and multiply each PAGA Employee’s individual Pay Periods by the Pay Period
10 Value to yield each PAGA Employee’s Individual PAGA Payment.

11 25. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
12 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty
13 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be
14 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages
15 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
16 Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages
17 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
18 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
19 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross
20 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
21 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

22 26. Administration of Taxes by the Settlement Administrator. The Settlement
23 Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA
24 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
25 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
26 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
27 taxes and other legally required withholdings to the appropriate government authorities.

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1 27. Tax Liability. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel do not
2 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
3 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement
4 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
5 by Defendants, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement
6 Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class
7 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
8 assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class
9 Members, and PAGA Employees should consult with their tax advisors concerning the tax
10 consequences of any payment they receive under the Settlement.

11 28. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
12 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
13 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
14 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
15 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
16 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
17 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
18 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
19 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
20 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
21 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
22 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
23 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
24 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
25 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
26 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
27 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
28 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION

1 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
2 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
3 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
4 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
5 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

6 29. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
7 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
8 are issued to the payee. It is expressly understood and agreed that payments made under this
9 Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee
10 to additional compensation or benefits under any new or additional compensation or benefits, or any
11 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
12 nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased
13 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
14 any contrary language or agreement in any benefit or compensation plan document that might have
15 been in effect during the Class Period).

16 30. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
17 Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of
18 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
19 Agreement to the Court in support of said motion. Class Counsel will provide Defendants' Counsel a
20 draft of the preliminary approval motion before filing it with the Court. Defendants' Counsel will
21 provide Class Counsel a declaration from Defendants regarding their financial situation, including
22 appropriate financial documents to file concurrently with the preliminary approval motion pursuant to
23 the requirement of the Los Angeles Superior Court, Complex Civil Department Checklist for
24 Preliminary Approval of Class Action Settlement. Defendants agree not to oppose the motion for
25 preliminary approval of the Settlement consistent with this Settlement Agreement. By way of said
26 motion, Plaintiffs will apply for the entry of the Preliminary Approval Order seeking the following:

- 27 a. Conditionally certifying the Class for settlement purposes only;
- 28 b. Granting Preliminary Approval of the Settlement;

- 1 c. Preliminarily appointing Plaintiffs as the representatives of the Class;
- 2 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 3 e. Approving as to form and content, the mutually-agreed upon and proposed
- 4 Class Notice and directing its mailing by First Class U.S. Mail;
- 5 f. Approving the manner and method for Class Members to request exclusion
- 6 from or object to the Class Settlement as contained herein and within the Class Notice; and
- 7 g. Scheduling a Final Approval Hearing at which the Court will determine whether
- 8 Final Approval of the Settlement should be granted.

9 31. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),

10 Class Counsel shall notify the LWDA of the Settlement.

11 32. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,

12 Defendants will provide the Class List to the Settlement Administrator.

13 33. Notice by First-Class U.S. Mail.

14 a. Within seven (7) calendar days after receiving the Class List from Defendants,

15 the Settlement Administrator will perform a search based on the National Change of Address Database

16 or any other similar services available, such as provided by Experian, for information to update and

17 correct for any known or identifiable address changes, and will mail a Class Notice in English and

18 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via

19 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement

20 Administrator.

21 b. Any Class Notice returned to the Settlement Administrator as undeliverable on

22 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding

23 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on

24 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly

25 attempt to determine the correct address using a skip-trace or other search, using the name, address,

26 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)

27 calendar days.

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1 c. Compliance with the procedures described herein above shall constitute due and
2 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
3 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendants' Counsel to
4 provide notice of the Settlement.

5 34. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an
6 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to
7 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the
8 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
9 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute
10 has been timely submitted. Absent evidence rebutting the accuracy of Defendants' records and data
11 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class
12 Member, Defendants' records will be presumed to be correct and determinative of the dispute.
13 However, if a Class Member produces information and/or documents to the contrary, the Settlement
14 Administrator will evaluate the materials submitted by the Class Member and the Settlement
15 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
16 the disputing Class Member should be credited with under the Settlement. The Settlement
17 Administrator's decision on such disputes will be final and non-appealable.

18 35. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
19 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
20 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
21 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
22 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
23 Counsel and Defendants' Counsel the number of timely and valid Requests for Exclusion that are
24 submitted, and also identify the individuals who have submitted a timely and valid Request for
25 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
26 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
27 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
28 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who

1 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
2 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
3 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
4 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
5 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
6 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
7 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
8 submit a Request for Exclusion.

9 36. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
10 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
11 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
12 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
13 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendants'
14 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
15 and complete and which were not), and also attach them to a declaration that is to be filed with the
16 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
17 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
18 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
19 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
20 whether they have submitted a Notice of Objection.

21 37. Reports by the Settlement Administrator. The Settlement Administrator shall provide
22 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
23 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
24 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
25 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
26 provide to counsel for the Parties any updated reports regarding the administration of the Settlement
27 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
28 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a

1 Dispute.

2 38. Defendants' Right to Rescind. If more than ten percent (10%) of the Class Members
3 submit timely and valid Requests for Exclusion, Defendants may elect to rescind the Settlement
4 Agreement. Defendants must exercise this right of rescission in writing that is provided to Class
5 Counsel within seven (7) calendar days of the Settlement Administrator notifying the Parties of the
6 number of Class Members who have submitted timely and valid Requests for Exclusion following the
7 Response Deadline. If Defendants exercises this option, Defendants shall pay any costs of settlement
8 administration owed to the Settlement Administrator incurred up to that date and any settlement funds
9 placed in trust with the Settlement Administrator will be returned to Defendants, with interest, if
10 applicable.

11 39. Certification of Completion. Upon completion of administration of the Settlement, the
12 Settlement Administrator will provide a written declaration under oath to certify such completion to
13 the Court and counsel for all Parties.

14 40. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
15 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
16 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
17 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
18 Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final
19 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
20 Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
21 Settlement. Class Counsel will provide Defendants' Counsel a draft of the final approval motion
22 before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final
23 Approval Order and Judgment, which will provide for, in substantial part, the following:

- 24 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
25 consummation of its terms and provisions;
- 26 b. Certification of the Settlement Class;
- 27 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 28 d. Approval of the application for Enhancement Payments to Plaintiffs;

1 e. Directing Defendants to fund all amounts due under the Settlement Agreement
2 and ordered by the Court; and

3 f. Entering judgment in the Actions, while maintaining continuing jurisdiction, in
4 conformity with California Rules of Court 3.769 and the Settlement Agreement.

5 41. Funding of the Gross Settlement Amount. Defendants shall pay the Gross Settlement
6 Amount in three (3) installments as follows:

7 a. First Installment: No later than April 30, 2025, Defendants will deposit One
8 Million Dollars and Zero Cents (\$1,000,000.00) of the Gross Settlement
9 Amount and Employer Taxes (“First Installment”) into a Qualified Settlement
10 Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et*
11 *seq.*, to be established by the Settlement Administrator. Defendants shall
12 provide all information necessary for the Settlement Administrator to calculate
13 necessary payroll taxes including their official names, 8-digit state
14 unemployment insurance tax ID number, and other information requested by
15 the Settlement Administrator, no later than April 30, 2025.

16 b. Second Installment: No later than four (4) months after the funding of the First
17 Installment, Defendants will deposit Four Hundred Seventy-Five Thousand
18 Dollars and Zero Cents (\$475,000.00) of the Gross Settlement Amount
19 (“Second Installment”) into the QSF.

20 c. Third Installment: No later than four (4) months after the funding of the Second
21 Installment, Defendants will deposit Four Hundred Seventy-Five Thousand
22 Dollars and Zero Cents (\$475,000.00) of the Gross Settlement Amount (“Third
23 Installment”) into the QSF.

24 d. Any failure by Defendants to timely pay the First Installment, Second
25 Installment, and/or Third Installment shall be an event of default. Within three
26 (3) business days of any default, the Settlement Administrator shall email
27 counsel for the Parties notifying them of any default (the “Default Notice”).
28 Defendants shall have no more than three (3) business days from the date of the
Default Notice to cure the default. Any default that is not cured by the third
business day from the date of the Default Notice shall entitle Plaintiffs to move

ex parte to have all remaining unpaid installment payment(s) immediately accelerated and judgment entered against Defendants for the remaining unpaid installment payment(s).

42. Distribution of the Gross Settlement Amount.

- a. 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. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities.
- b. 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.

43. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Settlement Class Members and PAGA Employees are not required to submit a claim to be issued an Individual Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and

1 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
2 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
3 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
4 of California's Unclaimed Property Division in the name of the Settlement Class Member and/or
5 PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under
6 California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to
7 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendants
8 will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake
9 amended and/or supplemental tax filings and reporting required under applicable local, state, and
10 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment
11 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement
12 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA
13 Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the
14 PAGA Settlement.

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

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

23 46. Plaintiffs' General Release. Upon the Effective Date and full funding of the Gross
24 Settlement Amount, Plaintiffs, individually and on their own behalf, will be deemed to have fully,
25 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties
26 from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys'
27 fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
28 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from their employment

1 and/or separation of employment with Defendants, which Plaintiffs, at any time up until the execution
2 of this Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general
3 release and is to be broadly construed as a release of all claims, provided that, notwithstanding the
4 foregoing, this Paragraph expressly does not include a release of any claims that cannot be released
5 hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the
6 effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil
7 Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as
8 follows:

9 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
10 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
11 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
12 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
13 **THE DEBTOR OR RELEASED PARTY.**

14 47. Final Approval Order and Judgment. The Parties shall provide the Settlement
15 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
16 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
17 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
18 Class will be required.

19 48. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
20 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
21 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
22 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
23 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
24 Settlement Agreement.

25 49. Effects of Termination or Rescission of Settlement. Termination or rescission of the
26 Settlement Agreement shall have the following effects:

27 a. The Settlement Agreement shall be void and shall have no force or effect, and
28 no Party shall be bound by any of its terms;

1 b. In the event the Settlement Agreement is terminated, Defendants shall have no
2 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
3 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
4 Administrator is notified that the Settlement has been terminated;

5 c. The Preliminary Approval Order and Final Approval Order and Judgment,
6 including any order certifying the Class, shall be vacated;

7 d. The Settlement Agreement and all negotiations, statements, and proceedings
8 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
9 restored to their respective positions in the Actions prior to the execution of the Settlement Agreement;

10 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
11 statements, or filings in furtherance of the Settlement (including all matters associated with the
12 mediation) shall be admissible or offered into evidence in the Actions or any other action for any
13 purpose whatsoever;

14 f. Any documents generated to bring the Settlement into effect, will be null and
15 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
16 likewise be treated as void from the beginning; and

17 g. Any settlement funds placed in trust with the Settlement Administrator will be
18 returned to Defendants, with interest, if applicable.

19 50. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
20 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
21 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
22 of action or right herein released and discharged.

23 51. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
24 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
25 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

26 52. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
27 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
28 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or

1 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
2 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
3 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
4 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
5 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
6 Agreement.

7 53. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
8 the Actions (including with respect to California Code of Civil Procedure Section 583.310), except
9 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
10 Approval Hearing to be conducted by the Court.

11 54. Amendment or Modification. Prior to the filing of the motion for preliminary approval
12 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
13 except by written agreement signed by counsel for all Parties. After the filing of the motion for
14 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
15 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
16 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
17 constitute a waiver of any other provision.

18 55. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
19 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
20 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
21 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
22 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
23 full authority to enter into this Settlement Agreement, and further intend that this Settlement
24 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
25 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
26 confidentiality provisions that otherwise might apply under state or federal law.

27 56. Signatories. It is agreed that because the members of the Class are so numerous, it is
28 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement

1 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
2 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
3 Member and PAGA Employee.

4 57. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
5 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

6 58. California Law Governs. All terms of this Settlement Agreement and attached exhibits
7 hereto will be governed by and interpreted according to the laws of the State of California.

8 59. Execution and Counterparts. This Settlement Agreement is subject only to the
9 execution of all Parties. However, this Settlement Agreement may be executed in one or more
10 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
11 copies of the signature page, will be deemed to be one and the same instrument.

12 60. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
13 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived
14 at this Settlement after arm's length negotiations and in the context of adversarial litigation, taking
15 into account all relevant factors, present and potential. The Parties further acknowledge that they are
16 each represented by competent counsel and that they have had an opportunity to consult with their
17 counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if
18 necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting the
19 Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the
20 Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

21 61. Invalidity of Any Provision. Before declaring any provision of this Settlement
22 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
23 possible consistent with applicable precedents so as to define all provisions of this Settlement
24 Agreement valid and enforceable.

25 62. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by
26 signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate
27 to implement the Settlement.

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1 63. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
2 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
3 continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and
4 specifically deny, they have violated any federal, state, or local law; violated any regulations or
5 guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal
6 requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation
7 or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this
8 Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with
9 it, shall be construed as an admission or concession by Defendants of any such violations or failures
10 to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this
11 Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or
12 received as evidence in any action or proceeding to establish any liability or admission on the part of
13 Defendants or to establish the existence of any condition constituting a violation of, or a non-
14 compliance with, federal, state, local, or other applicable law.

15 64. Captions. The captions and paragraph numbers in this Settlement Agreement are
16 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
17 intent of the provisions of this Settlement Agreement.

18 65. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
19 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
20 construed more strictly against one Party than another merely by virtue of the fact that it may have
21 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
22 negotiations between the Parties, all Parties have contributed equally to the preparation of this
23 Settlement Agreement.

24 66. Representation By Counsel. The Parties acknowledge that they have been represented
25 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
26 that this Settlement Agreement has been executed with the consent and advice of counsel, and
27 reviewed in full.

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1 67. All Terms Subject to Final Court Approval. All amounts and procedures described in
2 this Settlement Agreement herein will be subject to final Court approval.

3 68. Notices. All notices, demands, and other communications to be provided concerning
4 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
5 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
6 as follows:

7 To Plaintiffs and Class Counsel:

8 Jonathan M. Genish
9 jgenish@blackstonepc.com
10 Karen I. Gold
11 kgold@blackstonepc.com
12 Marissa A. Mayhood
13 mmayhood@blackstonepc.com
14 Noam Y. Rieffman
15 nrieffman@blackstonepc.com
16 Alexandra Rose
17 arose@blackstonepc.com
18 Jasmine Y. Kianfard
19 jkianfard@blackstonepc.com
20 **BLACKSTONE LAW, APC**
21 8383 Wilshire Boulevard, Suite 745
22 Beverly Hills, California 90211
23 Tel: (310) 622-4278 / Fax: (855) 786-6356

24 David D. Bibiyan
25 david@tomorrowlaw.com
26 Michael E. Braud
27 michael@tomorrowlaw.com
28 Vedang Patel
29 vedang@tomorrowlaw.com
30 **BIBIYAN LAW GROUP, P.C.**
31 1460 Westwood Boulevard
32 Los Angeles, California 90024
33 Tel: (310) 438-5555 / Fax: (310) 300-1705

34 To Defendants:

35 Katheine C. Den Bleyker
36 kdenbleyker@ohaganmeyer.com
37 Alyson M. Dudkowski
38 adudkowski@ohaganmeyer.com
39 Tatyana Esmailian
40 tesmailian@ohaganmeyer.com
41 **O'HAGAN MEYER LLP**
42 550 S. Hope Street, Suite 2400

Los Angeles, California 90071
Tel: (213) 647-0005

69. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendants:

IT IS SO AGREED.

PLAINTIFF GREGORIO PINEDA

Dated: 08/30/2025

Gregorio Pineda

Plaintiff Gregorio Pineda

PLAINTIFF CHARLES WILKINS

Dated: 09/04/2025

Charles Wilkins

Plaintiff Charles Wilkins

**DEFENDANT ORTHOPAEDIC HOSPITAL
dba ORTHOPAEDIC INSTITUTE FOR
CHILDREN AND LUSKIN ORTHOPAEDIC
INSTITUTE FOR CHILDREN**

Dated: _____

Full Name: _____

Title: _____
On behalf of Defendant Orthopaedic Hospital
dba Orthopaedic Institute for Children and
Luskin Orthopaedic Institute for Children

Los Angeles, California 90071
Tel: (213) 647-0005

69. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendants:

IT IS SO AGREED.

PLAINTIFF GREGORIO PINEDA

Dated: _____

Plaintiff Gregorio Pineda

PLAINTIFF CHARLES WILKINS

Dated: _____

Plaintiff Charles Wilkins

**DEFENDANT ORTHOPAEDIC HOSPITAL
dba ORTHOPAEDIC INSTITUTE FOR
CHILDREN AND LUSKIN ORTHOPAEDIC
INSTITUTE FOR CHILDREN**

Dated: 9/4/25



Full Name: Aaron Shimizu

Title: CFO
On behalf of Defendant Orthopaedic Hospital
dba Orthopaedic Institute for Children and
Luskin Orthopaedic Institute for Children

**DEFENDANT ORTHOPAEDIC HOSPITAL
MEDICAL GROUP, INC.**



Dated: 9/4/25

Full Name: Aaron Shimizu

Title: CFO

On behalf of Defendant Orthopaedic Hospital
Medical Group, Inc.

**DEFENDANT ORTHOPAEDIC INSTITUTE
FOR CHILDREN AMBULATORY
SURGERY CENTER, LLC**



Dated: 9/4/25

Full Name: Aaron Shimizu

Title: CFO

On behalf of Defendant Orthopaedic Institute for
Children Ambulatory Surgery Center, LLC

**DEFENDANT ORTHOPAEDIC INSTITUTE
FOR CHILDREN FOUNDATION**



Dated: 9/4/25

Full Name: Aaron Shimizu

Title: CFO

On behalf of Defendant Orthopaedic Institute for
Children Foundation

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Noam Y. Reiffman
Alexandra Rose
Jasmine Y. Kianfard
*Attorneys for Plaintiff Gregorio Pineda
and Proposed Class Counsel*

**DEFENDANT ORTHOPAEDIC HOSPITAL
MEDICAL GROUP, INC.**

Dated: _____

Full Name: _____

Title: _____
On behalf of Defendant Orthopaedic Hospital
Medical Group, Inc.

**DEFENDANT ORTHOPAEDIC INSTITUTE
FOR CHILDREN AMBULATORY
SURGERY CENTER, LLC**

Dated: _____

Full Name: _____

Title: _____
On behalf of Defendant Orthopaedic Institute for
Children Ambulatory Surgery Center, LLC

**DEFENDANT ORTHOPAEDIC INSTITUTE
FOR CHILDREN FOUNDATION**

Dated: _____

Full Name: _____

Title: _____
On behalf of Defendant Orthopaedic Institute for
Children Foundation

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: 08/30/2025


Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Noam Y. Reiffman
Alexandra Rose
Jasmine Y. Kianfard
*Attorneys for Plaintiff Gregorio Pineda
and Proposed Class Counsel*

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BIBIYAN LAW GROUP, P.C.

Dated: 9/5/25

Vedang J. Patel

David D. Bibiyan
Michael E. Braud
Vedang Patel
*Attorneys for Plaintiff Charles Wilkins and
Proposed Class Counsel*

O'HAGAN MEYER LLP

Dated:

Katherine C. Den Bleyker
Alyson M. Dudkowski
Tatyana Esmailian
Attorneys for Defendants

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BIBIYAN LAW GROUP, P.C.

Dated: _____

David D. Bibiyan
Michael E. Braud
Vedang Patel
*Attorneys for Plaintiff Charles Wilkins and
Proposed Class Counsel*

O'HAGAN MEYER LLP

Dated: 9/4/25

Tatyana Esmailian

Katherine C. Den Bleyker
Alyson M. Dudkowski
Tatyana Esmailian
Attorneys for Defendants

EXHIBIT A

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 Lusk 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**.

“**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. 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 [REDACTED], 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 (“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.

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 [redacted] 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

1 **AMENDMENT NO. 1 TO**

2 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

3 This Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement is entered
4 into between Plaintiffs Gregorio Pineda and Charles Wilkins (together, “Plaintiffs”) and Defendants
5 Orthopaedic Hospital dba Orthopaedic Institute for Children and Luskin Orthopaedic Institute for
6 Children; Orthopaedic Hospital Medical Group, Inc.; Orthopaedic Institute for Children Ambulatory
7 Surgery Center, LLC; and Orthopaedic Institute for Children Foundation (collectively, “Defendants”)
8 (collectively, with Plaintiffs, the “Parties”) pursuant to Paragraph 54 of the Joint Stipulation of Class
9 Action and PAGA Settlement (“Original Agreement”) entered into between the Parties on September
10 5, 2025.

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

12 “Class Period” means the period from January 19, 2020 through August 31, 2025.

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

14 “PAGA Period” means the period from January 19, 2023 through August 31, 2025.

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

16 Escalator Clause. Defendants have represented that the Class Members worked a total of
17 41,422 workweeks during the period January 19, 2020 to June 30, 2025. If it is determined by the
18 Settlement Administrator that the total number of Workweeks worked by the Class Members during
19 the Class Period actually exceeds 41,422 by more than 10% (i.e., if the Workweeks exceed 45,564),
20 then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage
21 increase in the number of Workweeks worked by the Class Members above 10% (e.g., if the number
22 of Workweeks increases by 11% to 45,978 Workweeks, then the Gross Settlement Amount will
23 increase by 1%).

24 **D. The Notice of Class Action Settlement attached to the Original Agreement as “Exhibit**
25 **A” is hereby replaced with the revised Notice of Class Action Settlement attached**
26 **hereto as “Exhibit A.”**

27 ///

1 Dated: December 10, 2025

BLACKSTONE LAW, APC

2
3 By: /s/ Jasmine Y. Kianfard
4 Karen I. Gold
5 Marissa A. Mayhood
6 Alexandra Rose
7 Jasmine Y. Kianfard

8 Attorneys for Plaintiff Gregorio Pineda

9 Dated: December 10, 2025

BIBIYAN LAW GROUP, P.C.

10 By: /s/ Brandon Chang
11 David D. Bibiyan
12 Sarah H. Cohen
13 Michael E. Braud
14 Rafael Yedoyan
15 Brandon Chang
16 Vedang Patel

17 Attorneys for Plaintiff Charles Wilkins

18 Dated: December 10, 2025

O'HAGAN MEYER LLP

19 By: /s/ Alyson M. Dudkowski
20 Katherine C. Den Bleyker
21 Alyson M. Dudkowski
22 Tatyana Esmailian

23 Attorneys for Defendants
24
25
26
27
28

EXHIBIT A

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 Lusk 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.

“**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. 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 [REDACTED] Workweeks.**
- **From January 19, 2023 through August 31, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] 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 \$ [REDACTED]. 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 \$ [REDACTED] 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 **[redacted]** 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 3

Electronically Received 01/14/2026 02:41 PM

Karen I. Gold (State Bar No. 258360)
kgold@blackstonepc.com
Marissa A. Mayhood (State Bar No. 334376)
mmayhood@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
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Jasmine Y. Kianfard (State Bar No. 349975)
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Attorneys for Plaintiff GREGORIO PINEDA,
individually and on behalf of others similarly
situated

[Additional counsel listed on next page]

**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
[Related to Case Nos. 24STCV07307,
24STCV03460, and 24STCV10042]

Honorable Elihu M. Berle
Department 6

**~~[FURTHER REVISED PROPOSED]~~ ORDER
GRANTING 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

1 David D. Bibiyan (State Bar No. 287811)
david@tomorrowlaw.com

2 Sarah H. Cohen (State Bar No. 330700)
sarah@tomorrowlaw.com

3 Michael E. Braud (State Bar No. 345573)
michael@tomorrowlaw.com

4 Rafael Yedoyan (State Bar No. 351499)
rafael@tomorrowlaw.com

5 Vedang Patel (State Bar No. 328647)
vedang@tomorrowlaw.com

6 **BIBIYAN LAW GROUP, P.C.**
1460 Westwood Blvd.

7 Los Angeles, California 90024
8 Tel: (310) 438-5555 / Fax: (310) 300-1705

9
10 Attorneys for Plaintiff CHARLES WILKINS, on
behalf of himself and all others similarly situated

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1 further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by
2 all parties, as well as avoid the delay and risks that would be presented by the further prosecution of
3 the case. It further appears that the Settlement has been reached as the result of intensive, serious, and
4 non-collusive, arms-length negotiations, and was entered into in good faith.

5 4. The Court preliminarily finds that the Settlement, including the allocations for the
6 Attorneys' Fees and Costs, Enhancement Payments, LWDA Payment, Settlement Administration
7 Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the
8 Settlement Agreement, appear to be within the range of reasonableness of a settlement that could
9 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery
10 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement
11 awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable
12 when balanced against the probable outcome of further litigation relating to certification, liability, and
13 damages issues and are consistent with the requirements of California Labor Code § 2699(e)(1).

14 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
15 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
16 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
17 (b) common questions of law and fact predominate, and there is a well-defined community of interest
18 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs'
19 claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately
20 protect the interests of the members of the Class; (e) a class action is superior to other available
21 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
22 counsel for Plaintiffs in their individual capacities and as the representatives of the Class.

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

25 All current and former hourly-paid and/or non-exempt employees who worked for
26 Defendants in the State of California at any time during the Class Period.

27 (The Class Period is defined as the period from January 19, 2020 through August
28 31, 2025.)

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7. The Court provisionally appoints Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, Noam Y. Reiffman, Alexandra Rose, and Jasmine Y. Kianfard of Blackstone Law, APC, and Davd D. Bibiyan and Vedang Patel of Bibiyan Law Group, P.C. as counsel for the Class (“Class Counsel”).

8. The Court provisionally appoints Plaintiffs Gregorio Pineda and Charles Wilkins as the representatives of the Class (“Class Representatives”).

9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of the Settlement (“Settlement Administrator”).

10. The Court approves the following schedule:

Deadline for Delivery of Class List to the Settlement Administrator	February 3, 2026
Deadline for Mailing of Class Notice	February 17, 2026
Deadline to File Motion for Final Approval, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs	March 17, 2026
Response Deadline	April 17, 2026
Deadline to File Responses to Notices of Objection and for Settlement Administrator to Submit Final Report Regarding Requests for Exclusion and Notices of Objection	May 11, 2026
Hearing on Motion for Final Approval, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs	May 21, 2026 at 9:00 a.m.

11. Defendants will provide the Settlement Administrator with the following information about each Class Member: full name, last known mailing address, Social Security number, dates worked for Defendants during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods (collectively referred to as the

1 “Class List”) in conformity with the Settlement Agreement.

2 12. The Court approves, both as to form and content, the Notice of Class Action Settlement
3 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
4 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
5 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
6 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
7 Class Members’ right to dispute the Workweeks and/or Pay Periods credited to each of them by
8 submitting a Dispute, and of each Settlement Class Member’s right and opportunity to object to the
9 Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court
10 further finds that distribution of the Class Notice substantially in the manner and form set forth in the
11 Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement
12 and this Order, meet the requirements of due process and shall constitute due and sufficient notice to
13 all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
14 Notice in English and Spanish by First-Class U.S. Mail to all Class Members, pursuant to the terms
15 set forth in the Settlement Agreement.

16 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
17 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
18 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
19 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or
20 before the Response Deadline, or, in the case of a re-mailed Class Notice, the Response Deadline shall
21 be extended fifteen (15) calendar days from the original Response Deadline. Any such person who
22 timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled
23 to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any
24 right to object, appeal, or comment thereon. Nevertheless, all PAGA Employees will be bound by the
25 PAGA Settlement and issued their Individual PAGA Payment, irrespective of whether they submit a
26 Request for Exclusion. Class Members who do not submit a timely and valid Request for Exclusion
27 (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any final judgment
28 based thereon.

1 14. A Final Approval Hearing shall be held before this Court in Department 6 of the Los
2 Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los
3 Angeles, California 90012, to determine all necessary matters concerning the Settlement, including:
4 whether the proposed settlement of the action on the terms and conditions provided for in the
5 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a
6 judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
7 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members
8 and PAGA Employees; and determine whether to approve the requests for the Attorneys' Fees and
9 Costs, Enhancement Payments, Settlement Administration Costs, and allocation for the PAGA
10 Amount.

11 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice
12 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
13 Objection must be signed and must contain the information that is required, as set forth in the Class
14 Notice, including and not limited to the grounds for the objection. Settlement Class Members,
15 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
16 regardless of whether they have submitted a Notice of Objection.

17 16. In the event the Settlement does not become effective in accordance with the terms of
18 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
19 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
20 the parties shall revert back to their respective positions as of before entering into the Settlement
21 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
22 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

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

5 **IT IS SO ORDERED.**

6 Dated: 01/23/2026



Elihu M. Berle

Elihu M. Berle / Judge

Honorable Elihu M. Berle
Judge of the Superior Court

EXHIBIT 1

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 Lusk 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.

“**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. 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 [REDACTED] Workweeks.**
- **From January 19, 2023 through August 31, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] 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 \$ [REDACTED]. 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 \$ [REDACTED] 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 **[redacted]** 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.**

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On January 14, 2026, I served a copy of the following document(s):

- **[FURTHER REVISED PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

on the interested parties as follows:

David D. Bibiyan
Sarah Cohen
Rafael Yedoyan
Vedang Patel
BIBIYAN LAW GROUP, P.C.
1460 Westwood Blvd.
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Attorneys for Defendants

☒ **BY ELECTRONIC SERVICE (CASE ANYWHERE):** I caused said document(s) to be sent to the addressee(s) listed above via Case Anywhere. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

1 State of California, Labor & Workforce Development Agency

2 Web URL:

3 <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

4 ☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to
5 the California Labor and Workforce Development Agency through the online system
6 established for the submission of notices and documents, in conformity with California
7 Labor Code section 2699(I). I did not receive, within a reasonable time after the
8 transmission, any electronic message or other indication that the transmission was
9 unsuccessful.

10 ☒ **STATE:** I declare under penalty of perjury under the laws of the State of California
11 that the above is true and correct.

12 Executed on January 14, 2026 at Beverly Hills, California.

13 /s/ Lorena Bautista
14 Lorena Bautista
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EXHIBIT 4

- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative

wage and hour action pursuant to PAGA.

- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and

PAGA action.

- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittni Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour

action pursuant to PAGA.

- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final

settlement of wage and hour class and PAGA action.

- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of

representative wage and hour action pursuant to PAGA.

- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and

hour action pursuant to PAGA

- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and

hour action pursuant to PAGA.

- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No.

CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles

County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.

- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 5

Date	Type of Expense	Description of Expense	Amount
1/5/2024	Mailing	Mailing Cost: Plaintiff Gregorio Pineda's Record Request to Defendant Orthopaedic Hospital, et al. (Certified Mail)	\$8.53
1/17/2024	Other	PAGA Letter Submission Fee	\$75.00
1/17/2024	Mailing	Mailing Cost: Plaintiff Gregorio Pineda's PAGA Letter to Defendant Orthopaedic Hospital DBA Orthopaedic (Certified Mail)	\$8.53
1/17/2024	Mailing	Mailing Cost: Plaintiff Gregorio Pineda's PAGA Letter to Orthopaedic Insititue for Children (Agent) (Certified Mail)	\$8.53
		Mailing Cost: Plaintiff Gregorio Pineda's PAGA Letter to Orthopaedic Insititue for Children- Ambulatory Surgery Center LLC(Agent) (Certified Mail)	\$8.53
1/17/2024	Mailing	Mailing Cost: Plaintiff Gregorio Pineda's PAGA Letter to Orthopaedic Hospital Medical Group(Agent) (Certified Mail)	\$8.53
1/23/2024	Mailing	Mailing Cost- Orthopaedic Institute For Children (Agent)	\$0.64
1/23/2024	Mailing	Mailing Cost- Orthopaedic Institute For Children Ambulatory Surgery Center LLC(Agent)	\$0.64
1/23/2024	Mailing	Mailing Cost- Orthopaedic Hospital Medical Group Inc.(Agent)	\$0.64
1/23/2024	Mailing	Mailing Cost- Orthopaedic Hospital(Agent)	\$0.64
1/27/2024	Filing	Fee to Steno: Class Complaint Packet and Complex Fee (CLASS Filing Fee)	\$1,997.20
1/29/2024	Filing	Fee to Steno: Peremptory Challenge	\$99.00
3/5/2024	Filing	Fee to Steno: Personal Service on Defendant Orthopaedic Hospital DBA Orthopaedic (CLASS Filing Fee)	\$227.45
3/5/2024	Filing	Fee to Steno: Personal Service on Defendant Orthopaedic Institute For Children Ambulatory Surgery Center LLC (CLASS Filing Fee)	\$227.45
3/5/2024	Filing	Fee to Steno: Personal Service on Defendant Orthopaedic Institute For Children (CLASS Filing Fee)	\$227.45
3/5/2024	Filing	Fee to Steno: Personal Service on Defendant Orthopaedic Hospital Medical Group Inc (CLASS Filing Fee)	\$227.45
3/25/2024	Filing	Fee to Steno: Complaint Packet (PAGA Filing Fee)	\$647.20
4/8/2024	Filing	Fee to Steno: Joint Stip to Continue	\$59.95
4/24/2024	Filing	Fee to Steno: Order Authorizing E-service (CLASS Filing Fee)	\$99.95
6/11/2024	Filing	Fee to Steno: NAR (PAGA Filing Fee)	\$59.95
6/14/2025	Other	Payment to Case Anywhere	\$116.37
7/11/2024	Filing	Fee to Steno: Case Management Statement (PAGA Filing Fee)	\$59.95
7/12/2024	Filing	Fee to Steno: Notice of Related Case (CLASS Filing Fee)	\$59.95
7/15/2024	Filing	Fee to Steno: Notice of Related Case (PAGA Filing Fee)	\$59.95
7/17/2024	Filing	Fee to Steno: Plaintiff's Opposition to Defendant's MTC Arb	\$84.95
8/2/2024	Filing	Fee to Steno: Notice of CMC	\$59.95
8/6/2024	Filing	Fee to Steno: Declaration	\$59.95
8/7/2024	Filing	Fee to Steno: Resprse to Evidentiary Objections	\$99.95
8/13/2024	Filing	Fee to Steno: Notice of Rulings	\$59.95
8/23/2024	Filing	Fee to Steno: Declaration and Amended Declaration	\$59.95
8/23/2024	Filing	Fee to Steno: Declaration and Amended Declaration (Courtesy Copies)	\$175.00
9/12/2024	Other	Payment to Case Anywhere	\$231.00
9/13/2024	Filing	Fee to Steno: Opposition, Request for Judicial Notice, Declaration, POS	\$99.95
9/18/2024	Other	Check to Dolores Aguirre dba Underline Company	\$93.45
9/18/2024	Mailing	Check to Dolores Aguirre dba Underline Company	\$0.69
10/19/2024	Filing	Fee to Steno: Notice of Rulings	\$45.00
10/24/2024	Filing	Fee to Steno: Notice of Status Conference	\$59.95
12/11/2024	Other	Payment to Case Anywhere	\$159.00
12/12/2024	Filing	Fee to Steno: Amended Declaration	\$99.95
1/5/2025	Filing	Fee to Steno: Joint Status Report	\$59.95
1/16/2025	Filing	Fee to Steno: Notice of Rulings	\$99.95
3/13/2025	Other	Payment to Case Anywhere	\$213.00
4/16/2025	Other	Payment to Case Anywhere	\$49.00
5/2/2025	Other	Payment to Case Anywhere	\$49.00
5/22/2025	Mediation	Payment to Signature Solutions	\$10,742.50
6/18/2025	Other	Payment to Case Anywhere	\$49.00
7/10/2025	Filing	Fee to Steno: Post Mediation Status Report	\$59.95
7/14/2025	Other	Payment to Berger Consulting Group	\$3,422.25
7/23/2025	Other	Payment to Case Anywhere	\$49.00
8/23/2025	Other	Payment to Case Anywhere	\$49.00
9/20/2025	Other	Payment to Case Anywhere	\$49.00
10/22/2025	Filing	Fee to Steno: NTC OF MOTION; DEC (5); PROPOSED ORDER; JT STIP; POS	\$207.95
10/24/2025	Other	Payment to Case Anywhere	\$49.00
11/25/2025	Filing	Fee to Steno: Notice	\$59.95
11/30/2025	Other	Payment to Case Anywhere	\$49.00
12/16/2025	Filing	Fee to Steno: Declaration (name extension), Declaration (name extension), Order (name extension), Order (name extension),	\$99.95
12/31/2025	Other	Payment to Case Anywhere	\$49.00
1/2/2026	Filing	Fee to Steno: Stipulation and Order	\$86.95
1/16/2026	Filing	Fee to Steno: Notice	\$59.95
1/20/2026	Filing	Fee to Steno: Order	\$99.95
1/27/2026	Other	Payment to Case Anywhere	\$49.00
1/29/2026	Filing	Fee to Steno: Notice	\$59.95
2/27/2026	Other	Payment to Case Anywhere	\$67.00

Total: **\$21,507.42**