

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)
arose@blackstonepc.com
Jasmine Y. Kianfard (State Bar No. 349975)
jkianfard@blackstonepc.com

BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

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

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

Date: November 19, 2025
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.**

7 1460 Westwood Blvd.

8 Los Angeles, California 90024

9 Tel: (310) 438-5555 / Fax: (310) 300-1705

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

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I, Alexandra Rose, declare and state as follows:

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

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1 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
2 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
3 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
4 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
5 the cases he managed were highly publicized, with articles written about them in the Los Angeles
6 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
7 regularly honored him as a Southern California Rising Star since 2012.

8 4. Karen I. Gold graduated *cum laude* from UCLA in 2005 with a Bachelor of Science
9 degree in Cognitive Science and a Specialization in Computing. She received her law degree from
10 Boston University School of Law and was admitted to the California State Bar in 2008. Upon
11 graduation, she joined Cox Castle & Nicholson, LLP, and worked there for approximately a decade as
12 a general litigation attorney focused primarily on high-stakes sophisticated cases including class action
13 defense matters. Thereafter, she spent approximately five years working for Marlin & Saltzman, LLP,
14 which is a well-known plaintiff-side wage and hour law firm in Los Angeles, before transitioning over
15 to Blackstone Law as a Senior Trial Attorney and Team Lead. Karen I. Gold has managed over one
16 hundred complex litigation cases, ranging from employment matters to corporate and general business
17 litigation matters. On many of those cases, she was the only or primary attorney managing in the case
18 and thus obtained extensive experience overseeing these types of actions. In that capacity, she was
19 the primary contact for clients; took and defended many depositions; propounded and responded to
20 discovery; prepared and opposed motions and pleadings, including dispositive and certification
21 motions; strategized on all cases; attended hearings; attended mediations; coordinated with class action
22 administrators; prepared and worked with experts; participated in trial prep and trials; and engaged in
23 all other intricate facets of litigation. Super Lawyers honored her as a Southern California Rising Star
24 from 2015 through 2018. As a Senior Trial Attorney and Team Lead, she oversees and handles over
25 100 wage-and-hour putative class actions and/or representative actions under PAGA seeking relief on
26 behalf of California employees. She has considerable experience in handling class and representative
27 action lawsuits throughout her career and has been approved as counsel in a number of cases.

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1 5. Marissa A. Mayhood is a Senior Attorney at Blackstone Law, APC. She graduated
2 from Pepperdine University School of Law with a juris doctorate and a certificate in dispute resolution
3 from Pepperdine's Straus Institute. Ms. Mayhood spent approximately five years working for Marlin
4 & Saltzman, LLP, which is a well-known plaintiff-side wage and hour law firm in Los Angeles. While
5 working for Marlin & Saltzman, LLP, she litigated and helped settle a \$72.5 million case, *Utne v.*
6 *Home Depot U.S.A., Inc.*, United States District Court for the Northern District of California, Case
7 No. 3:16-cv-01854-RS, and was approved as class counsel.

8 6. Noam Y. Reiffman joined Blackstone with extensive litigation experience and
9 currently specializes in employment class action and representative claims. Prior to working at
10 Blackstone, he represented clients across a wide range of fields including complex litigation and white-
11 collar criminal defense in both state and federal courts. He spent time as a law clerk for the Honorable
12 Katherine Mader, Judge of the Los Angeles County Superior Court, as well as at the Los Angeles
13 County District Attorney's Office. He earned his Juris Doctorate from Southwestern Law School in
14 2014, where he graduated *summa cum laude* and was a member of the Southwestern Law Review,
15 Dean's Fellow, and Dean's List honoree. He has been selected repeatedly as Super Lawyers Southern
16 California Rising Star since 2019.

17 7. I joined Blackstone Law, APC from a highly reputable employment law firm. I
18 graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and
19 from New England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar
20 of California in December of 2019 and the State Bars of New York and New Jersey in 2023. I am
21 additionally licensed in all federal district courts of California. I have worked on many wage and hour
22 class action and PAGA representative matters, and my work has included, *inter alia*, researching and
23 drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations
24 and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making
25 court appearances. I manage the post-settlement department at Blackstone. In that capacity, I oversee
26 and handle over 100 wage-and-hour putative class actions and/or representative actions under PAGA
27 that are in settlement.

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8. Jasmine Y. Kianfard recently joined Blackstone Law, APC. She received her Bachelor of Arts degree from California State University, Fullerton in 2015, her Master of Journalism from University of Southern California, Los Angeles in 2016, and Juris Doctor degree from Chapman University Dale E. Fowler School of Law in 2021. She was admitted to the State Bar of California in 2023.

9. Blackstone Law, APC has been counsel of record on several class action and PAGA actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

Procedural History of the Actions

10. On January 16, 2024, Plaintiff Pineda provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendants Orthopaedic Hospital dba Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children; Orthopaedic Hospital Medical Group, Inc.; Orthopaedic Institute for Children Ambulatory Surgery Center, LLC; and Orthopaedic Institute for Children Foundation (collectively, “Defendants”) by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendants (“Pineda PAGA Letter”). A true and correct copy of the Pineda PAGA Letter is attached hereto as **Exhibit 2**.

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

12. On February 9, 2024, Plaintiff Charles Wilkins (“Plaintiff Wilkins”) provided written notice to the LWDA by online submission and to Defendants by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendants (“Wilkins PAGA Letter”) (together, the Pineda PAGA Letter and Wilkins PAGA Letter are referred to as the “PAGA Letters”). A true and correct copy of the Wilkins PAGA Letter is attached hereto as **Exhibit 3**.

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1 13. 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 14. 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 PAGA
11 against Defendants.

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

18 16. On May 24, 2024, Defendants filed a Motion to Compel Arbitration and supporting
19 documents in the Pineda Class Action. On July 16, 2025, Plaintiff Pineda filed an Opposition to
20 Defendants’ Motion to Compel Arbitration and supporting documents. On July 30, 2024, Defendants
21 filed a Reply to Plaintiff Pineda’s Opposition and supporting documents. On August 5, 2024, August
22 6, 2024, and August 21, 2024, Plaintiff Pineda filed additional documents in support of his Opposition.
23 On October 1, 2024, the Court entered an Order, which denied Defendants’ Motion to Compel
24 Arbitration.

25 17. On June 27, 2024, Defendants filed a Motion to Compel Arbitration of the Individual
26 PAGA Claim and to Stay the Remainder of the Action (“Motion to Compel PAGA”) and supporting
27 documents in the Pineda PAGA Action. On September 11, 2024, Plaintiff Pineda filed an Opposition
28 to Defendants’ Motion to Compel PAGA and supporting documents. On September 17, 2024,

1 Defendants filed a Reply to Plaintiff Pineda’s Opposition and supporting documents. On October 3,
2 2024, the Court entered an Order, which related the Pineda Class Action and Pineda PAGA Action
3 and took all of the Pineda PAGA Action’s hearings off calendar.

4 18. On October 17, 2024, the Court ruled the Pineda Class Action, Pineda PAGA Action,
5 Wilkins Class Action, and Wilkins PAGA Action related (collectively, the “Actions”).

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

18 20. On January 27, 2025, Plaintiff Pineda propounded written formal discovery onto
19 Defendants (specifically, Special Interrogatories (Set One)).

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

26 22. On September 5, 2025, the Parties executed the Joint Stipulation of Class Action and
27 PAGA Settlement (“Settlement” or “Settlement Agreement”). A true and correct copy of the
28 Settlement Agreement is attached hereto as **Exhibit 4**.

23. On October 16, 2025, Plaintiffs filed a joint stipulation seeking to consolidate the Actions.

Summary of the Terms of the Settlement Agreement

24. For purposes of settlement only, the Parties have agreed that the Class shall be defined as “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” or “Class Member(s)”). The Class Period is defined as the period from January 19, 2020 through August 31, 2025, subject to Paragraph 22 of the Settlement Agreement. Based on information provided by Defendants, it is estimated that there are a total of Three Hundred Eighty-Four (384) Class Members who worked a total of Forty-One Thousand Four Hundred Twenty-Two (41,422) weeks for Defendants as hourly-paid and/or non-exempt employees in California during the Class Period (“Workweeks”) and Two Hundred Sixty-Nine (269) PAGA Employees who worked a total of Ten Thousand One Hundred Sixteen (10,116) pay periods for Defendants as hourly-paid and/or non-exempt employees in California during the PAGA Period (“Pay Periods”).

25. Defendants have represented that the Class Members worked a total of 41,422 workweeks during the period January 19, 2020 to June 30, 2025. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 41,422 by more than 10% (i.e., if the Workweeks exceed 45,564), then Defendants shall have the option of: (i) 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 (ii) rolling back the end of the Class Period and PAGA Period to the date in which 45,564 Workweeks is met. As provided above, it is estimated that the Class Members worked 41,422 Workweeks during the Class Period. Accordingly, it is believed that the Escalator Clause has not been triggered. Pursuant to ILYM Group, Inc.’s (“ILYM” or “Settlement Administrator”) duties, the Settlement Administrator will calculate and verify the number of Workweeks once they are in receipt of the Class List, which occurs after the Court grants preliminary approval of the Settlement.

1 26. The Parties have agreed to settle the class and PAGA claims at issue in the Operative
2 Complaints for a non-reversionary Gross Settlement Amount of One Million Nine Hundred Fifty
3 Thousand Dollars and Zero Cents (\$1,950,000.00), exclusive of employer-side payroll taxes. The
4 Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other
5 allocations. The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of thirty-
6 five percent (35%) of the Gross Settlement Amount (i.e., \$682,500.00 if the Gross Settlement Amount
7 is \$1,950,000.00); (2) Class Counsel’s actual litigation costs and expenses, not to exceed Forty
8 Thousand Dollars and Zero Cents (\$40,000.00); (3) Settlement Administration Costs, not to exceed
9 Ten Thousand Dollars and Zero Cents (\$10,000.00); (4) Enhancement Payments in the aggregate
10 amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00); and (5) PAGA Amount in the
11 amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00). After the above-estimated
12 amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be
13 available for Class Members is currently estimated to be One Million Ninety-Seven Thousand Five
14 Hundred Dollars and Zero Cents (\$1,097,500.00). Additionally, 25% of the PAGA Amount (“PAGA
15 Employee Amount”), which is \$25,000.00 out of \$100,000.00, will be fully distributed to the PAGA
16 Employees.

17 27. The Net Settlement Amount will be distributed and paid to all Class Members who do
18 not submit a timely and valid Request for Exclusion (“Settlement Class Member(s)”) on a *pro rata*
19 basis based on their number of Workweeks. The *pro rata* share of the Net Settlement Amount that a
20 Class Member may be eligible to receive under the Class Settlement (“Individual Settlement Share”)
21 will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement.

22 28. The PAGA Employee Amount will be distributed and paid to all PAGA Employees on
23 a *pro rata* basis based on their number of Pay Periods. The *pro rata* share of the PAGA Employee
24 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement (“Individual
25 PAGA Payment”) will be calculated by the Settlement Administrator, in accordance with the
26 Settlement Agreement.

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

12 30. The Settlement Agreement is a non-reversionary and non-claims made settlement. The
13 Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA Amount
14 will be fully distributed to the LWDA and PAGA Employees, in accordance with the Settlement
15 Agreement. No money will revert to Defendants.

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

21 **The Settlement is Reasonable**

22 ***Informed Arms-Length Negotiations***

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

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1 33. 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 34. 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 35. 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.

12 ***Estimate of Potential Value of Claims***

13 36. Class Counsel analyzed all available data and estimated Defendants' maximum
14 potential exposure to be approximately \$10,616,655, assuming the litigation was successful at trial on
15 all claims at issue and every employee had a violation for each claim on every shift worked. This
16 maximum potential analysis was then reduced based on the challenges facing the likelihood of
17 obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an
18 estimated maximum liability for all claims at issue and the total aggregate workweeks during the
19 relevant time period, less interest, and based on the analysis of the data which was extrapolated out
20 for all putative class members across the entire putative class period, which included: \$189,398 for
21 meal period violations (less meal period premiums paid); \$4,562,851 for rest period violations at a
22 100% violation rate; \$3,129,341 for unpaid off-the-clock work for 30 minutes per shift of off-the-
23 clock work; \$18,456 for unpaid wages due to rounding; \$7,037 for unpaid overtime wages at the
24 required regular rate of pay; \$520,125 for unreimbursed business expenses; \$1,292,897 for waiting
25 time penalties; and \$896,550 for wage statement penalties. Plaintiffs further estimated that Defendants
26 faced an additional exposure of \$910,000 in potential, non-stacked (i.e., one penalty, per employee,
27 per pay period during the PAGA statutory period) PAGA penalties. Together with the PAGA
28 penalties, Defendants' maximum potential exposure totaled \$11,526,655 in damages.

Specific Risks Considered

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

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

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

40. For example, Plaintiffs' meal period claims, which were based on Defendants' alleged failure to provide lawful meal periods, have been increasingly difficult to certify in recent years. Plaintiffs' theory of liability for meal period violations was based on allegations that Defendants had failed to implement their policies and that their practices failed to allow Class Members to take meal breaks in the manner required under California law. Defendants contended that their policies and practices at all times during the Class Period were lawful. Indeed, Plaintiffs' analysis revealed only a 4.5% violation rate for purported unique meal period violations after offsetting meal period premiums paid. Defendants further argued that the rate of purported meal period violations reflected in the data

1 would require individualized inquiry and that such inquiry would prohibit a class from being certified.
2 We also had to consider the risk that the Court would find validity in the individualized proof defense
3 to certification of Plaintiffs' meal period claim.

4 41. Additionally, a large portion of Defendants' overall liability lies in Plaintiffs' rest
5 period allegations. As with the meal period allegations, Defendants contended that they had a lawful
6 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
7 required under California law. Additionally, this claim was even more uncertain given the difficulties
8 associated with proving the alleged rest period violations, as Defendants were not required to record
9 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate
10 concerns Plaintiffs would not be able to certify these claims or prove substantial damages with
11 requisite certainty, which made the estimated value of this claim subject to much challenge.

12 42. Plaintiffs also faced challenges certifying and proving liability for their minimum wage
13 and overtime claims. These claims were largely based on Defendants' rounding and unrecorded, off-
14 the-clock work performed by the Class Members. Plaintiffs argued that Defendants rounded
15 employees' time in a manner which was entirely in favor of Defendants and to the detriment of the
16 employees. Plaintiffs' off-the-clock claims rested on unrecorded, off-the-clock work performed by
17 the Class Members both during purported meal periods and after their shifts. This alleged off-the-
18 clock work included, amongst other things, requiring the Class Members to clock out at the end of
19 their shift and finish cleaning and storing equipment. However, the individualized nature of why this
20 work was performed and the individualized nature of damages presented substantial concerns
21 regarding the manageability of the cases and the risk the Court could find these issues prevented
22 certification, and the estimated damages for this claim were based on an assumption that all Class
23 Members worked off the clock for at least a half hour per shift. Additionally, Plaintiffs alleged that
24 Defendants failed to pay overtime compensation at the rate of one and one-half times the regular rate
25 of pay by failing to include all non-discretionary compensation into the regular rate calculation.
26 However, Defendants argued that their overtime calculations lawfully included all forms of
27 compensation.

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1 43. Plaintiffs also contended that Defendants failed to reimburse Plaintiffs and the other
2 Class Members for necessary business-related expenses, such as the purchase of steel-toed boots, non-
3 slip shoes, and usage of personal cell phones for work-related purposes. Defendants contended that
4 they had a policy and practice of reimbursing employees for necessary business-related expenses.
5 Defendants further contended that, with respect to the alleged expenses for which Plaintiffs and the
6 other Class Members never requested reimbursement from Defendants, they did not know and had no
7 reason to know that alleged business-related expenses had been incurred. Defendants further
8 contended that the reason for why a Class Member undertook certain expenses, while not others, and
9 failed to receive reimbursement for certain expenses while not others, would raise individual issues
10 that could not be certified.

11 44. There are also substantial risks associated with Plaintiffs' waiting time penalties and
12 wage statement claims. First, these claims were derivative of Plaintiffs' claims for unpaid meal period
13 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
14 certification was denied on those underlying claims, these derivative claims for penalties would also
15 likely fail. Further, even if Plaintiffs prevailed on their underlying claims, they would still be required
16 to demonstrate that Defendants' violations of California Labor Code section 203 were *willful*
17 violations. Wage statement claims have also seen varying treatment at the appellate level because
18 such claims have an element of discretion attached to them rather than a pure calculation of damages
19 after liability is proven. Accordingly, these derivative claims, which comprised a substantial portion
20 of Defendants' estimated liability, were therefore uncertain.

21 45. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
22 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
23 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to
24 request and analyze thousands of pages of documents, obtain the Class Members' contact information,
25 contact them, and obtain declarations at great expense. Obtaining the cooperation of current
26 employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a
27 current employer. On the other hand, Defendants would likely be able to obtain the cooperation of
28 their employees. Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals

1 would substantially delay any recovery by the Class.

2 46. Therefore, taking into account how each of the above risks potentially effected
3 Plaintiffs' ability to first obtain class certification, and then prove the underlying violations, plus the
4 cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendants'
5 estimated liability based on the challenges facing their ability to succeed on class certification by 60%
6 to \$4,610,662. The merits-based risk factors further reduced Defendants' estimated liability by an
7 additional 50%. This resulted in an adjusted estimated liability of \$2,305,331. In light thereof, the
8 settlement amount of \$1,950,000 is a significant settlement.

9 47. Class Counsel also separately contemplated the risks of proceeding with the PAGA
10 claims and potential liability Defendants could face from these claims as part of the global resolution.
11 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiffs' underlying
12 wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the
13 imposition of cumulative civil penalties based on the alleged wage and hour violations could be
14 considered unjust, arbitrary and oppressive, or confiscatory, and that Defendants would argue that they
15 made a good faith attempt to comply with their legal obligations warranting a reduction in penalties.
16 Class Counsel also anticipated Defendants would argue that the violations per pay period were low,
17 warranting an additional reduction in civil penalties. Finally, we were also mindful of the fact that
18 PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate
19 enforcement of California's labor laws by financing state activities and educating and deterring non-
20 compliance.

21 48. Therefore, after considering this multitude of factors, we concluded that it was in the
22 best interest of the State of California and the PAGA Employees to enter into the Settlement, and to
23 allocate One Hundred Thousand Dollars and Zero Cents (\$100,000.00) of the Gross Settlement
24 Amount towards the PAGA claims, which represents approximately 5.13% of the Gross Settlement
25 AmountError! Reference source not found.. This percentage of the settlement is well-within the r
26 ange of wage and hour settlements regularly approved in both state and federal court for cases that
27 include both a class and PAGA action. Typically, such hybrid cases allocate only 1% of the gross
28 settlement value to resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the

gross settlement amount have been approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement is significant, not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote enforcement of California’s labor laws, provide funds to the state, and deter future non-compliance by the employer.

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

Enhancement Payments

50. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Enhancement Payments of Ten Thousand Dollars and Zero Cents (\$10,000.00) each to Plaintiffs (total, \$20,000.00). These Enhancement Payments are eminently reasonable given the time and effort Plaintiffs spent on this matter, and the benefit to the Class Members as a result of Plaintiffs’ actions. Notice of the requested Enhancement Payments are disclosed to the Class Members in the Class Notice.

Attorneys’ Fees and Costs

51. The attorneys’ fees incurred by Class Counsel are in line with the common fund requested. The Settlement Agreement provides for Class Counsel to apply for attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$682,500.00 if the Gross Settlement Amount is \$1,950,000.00) and actual litigation costs and expenses in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

52. The effectiveness of Class Counsel’s prosecution of this matter has translated into tangible monetary benefits as follows: (1) Class Members, the State of California, and 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

1 of the cases; and (3) significant savings in Class Counsel's fees and/or costs that would have only
2 increased significantly had the cases progressed through certification, trial, and/or upon appeal.

3 53. Class Counsel has litigated this matter for over a year and was actively preparing this
4 matter for class certification and trial. The Motion for Final Approval will elaborate on the nature of
5 the legal services provided, the time incurred in performing those services, and Class Counsel's hourly
6 rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought by Class
7 Counsel. Notice of the requested Attorneys' Fees and Costs is disclosed to the Class Members in the
8 Class Notice.

9 *Notice to the Class*

10 54. The Parties have agreed to retain ILYM to handle the notice and settlement
11 administration process. The Parties respectfully request that the Court appoint ILYM to handle these
12 procedures and to serve as the Settlement Administrator. Defendants will provide ILYM with the
13 Class List and ILYM will calculate each Class Member's estimated Individual Settlement Share and
14 each PAGA Employee's estimated Individual PAGA Payment. ILYM will also receive and process
15 Requests for Exclusion, Notices of Objection, and Disputes; will provide necessary reports and
16 declarations; will calculate, subtract, and transmit necessary taxes and withholdings with respect to
17 the wages portion of the Individual Settlement Shares; will prepare and submit informational and other
18 tax filings and documents; will issue and transmit all payments provided for by the Settlement,
19 including, but not limited to, mailing Individual Settlement Payment checks to the Settlement Class
20 Members and Individual PAGA Payment checks to the PAGA Employees; and perform any other
21 usual and customary duties for administering a class action settlement.

22 55. I am not aware of an alternative method of providing notice to the Class which would
23 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
24 Class Member, who provided the information to Defendants. As a fail-safe to this highly reliable
25 method, skip tracing will be performed, if necessary.

26 ///

27 ///

28 ///

Notice of Settlement to the LWDA

56. In accordance with California Labor Code section 2699(1)(2), on September 12, 2025, a copy of the proposed Settlement was submitted to the LWDA via online submission through the LWDA's website. A true and correct copy of the email from the LWDA confirming receipt is attached hereto as **Exhibit 5**.

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

Executed on October 16, 2025, at Jersey City, New Jersey.



Alexandra Rose

EXHIBIT 1

- *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 Nayabkhil 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 2



8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

Karen Gold, Esq.
kgold@blackstonepc.com

January 16, 2024

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

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

RE: *Gregorio Pineda v. 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; Orthopaedic Institute for Children Foundation*

To Whom It May Concern:

This office represents Gregorio Pineda (“Claimant”) with respect to their claims under the California Labor Code against 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 (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Gregorio Pineda from approximately February 2021 to December 2023 as a non-exempt, hourly-paid employee. Claimant worked as a Cleaning Crew Member for Employers and was based out of Employers’ facility located at 403 W Adams Boulevard, Los Angeles, California 90007.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of his or herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California's wage and hour laws during Claimant's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order").

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages,

straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on

maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and

other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for

which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends to pursue civil penalties on behalf of the LWDA against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for all Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause



8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Karen Gold

Karen Gold, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Orthopaedic Hospital dba Orthopaedic
Institute for Children and Lusk
Orthopaedic Institute for Children
Agent for Service: Diemlan Lannie Tonnu
403 W. Adams Boulevard
Los Angeles, CA 90007

Orthopaedic Hospital Medical Group, Inc.
Agent for Service: Diemlan Lannie Tonnu
403 W. Adams Boulevard
Los Angeles, CA 90007

Orthopaedic Institute For Children
Ambulatory Surgery Center, LLC
Agent for Service: Diemlan Lannie Tonnu
403 W. Adams Boulevard
Los Angeles, CA 90007

Orthopaedic Institute For Children
Foundation
Agent for Service: Diemlan Lannie Tonnu
403 W. Adams Boulevard
Los Angeles, CA 90007

EXHIBIT 3

February 9, 2024

PAGA NOTICE FILED ELECTRONICALLY

Re: Notice Letter of Charles Wilkins on Behalf of Himself and
Aggrieved Employees Under California Labor section 2699.3

Employers:

Orthopaedic Hospital d.b.a. Orthopaedic
Institute for Children and Luskin Orthopaedic
Institute for Children
403 W. ADAMS BOULEVARD
ADMINISTRATION
LOS ANGELES, CA 90007

Orthopaedic Hospital Medical Group, Inc.
403 W. ADAMS BOULEVARD
ADMINISTRATION
LOS ANGELES, CA 90007

Orthopaedic Institute for Children Ambulatory
Surgery Center, LLC
403 W. ADAMS BOULEVARD
ADMINISTRATION
LOS ANGELES, CA 90007

Orthopaedic Institute for Children Foundation
403 W. ADAMS BOULEVARD
ADMINISTRATION
LOS ANGELES, CA 90007

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Charles Wilkins (“Employee”) employment with Employee’s former employers: Orthopaedic Hospital d.b.a. Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children (“Luskin Orthopaedic”); Orthopaedic Hospital Medical Group, Inc. (“OHMG”); Orthopaedic Institute for Children Ambulatory Surgery Center, LLC (“OICASC”) and Orthopaedic Institute for Children Foundation (“OICF”). Employee was employed as a non-exempt employee of Luskin Orthopaedic, OHMG, OICASC and OICF at, without limitation, 403 W Adams Blvd, Los Angeles, CA 90007, United States, with duties that included, but were not limited to, stripping and waxing floors, housekeeping, ordering and stocking supplies, and filing paperwork from approximately June 2020 and through the present. In

connection with the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 245, *et seq.*, Labor Code section 432, Labor Code section 1198.5, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech, Employee seeks to represent all employees of Luskin Orthopaedic, OHMG, OICASC and OICF, and each of them, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, “Employer”). On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer.

Employee and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer’s control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock, and/or go through security screenings and/or temperature checks off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, for paying straight pay instead of overtime pay, and by attempting but failing to properly implement an alternative workweek schedule (“AWS”) (including, without limitation, by failing to implement a written agreement designating the regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election with the State of California, as required by Labor Code section 511 and applicable Wage Orders) all to the detriment of Employee and other aggrieved employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 510, 1194, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other aggrieved employees with minimum wages for all hours worked or otherwise under Employer’s control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging,

suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums. In addition, Employee and other aggrieved employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 221, 223, 1197, 1182.12, Cal. Code Regs, title 8, section 110404(5)(A), and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 512, entitling Employee and other aggrieved employees to premium payments under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest

periods. As such, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other aggrieved employees upon request. This would entitle Employee and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5 and 2699.

As a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other; and other such information as required by Labor Code section 226, subdivision (a). Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other aggrieved employees and the rates of pay at which they were or should have been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, since Employer would have failed to comply with Labor Code section 226, subdivision (a), Employee and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code section 226, subdivision (e). Employer would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer also failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above, including, without limitation, for failure to pay at the proper regular rate of pay, among other things. Consequently, Employer would be liable for waiting time penalties for having violated California Labor Code sections 201,

202, and 203. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer has or had a policy or practice of unlawfully deducting wages by issuing in payment of wages due, or to become due, or as an advance on wages to be earned: an order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some established place of business in the state), the name and address of which must but did not appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment or any scrip, coupon, cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money. Employee is further informed and believes, and based thereon alleges, that such wages were not compensated at the “regular rate” of compensation as provided under Labor Code sections 226.7 and 510, subsection (a). Consequently, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code sections 212, 213, 226.7, and 510 subsection (a). Employer would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment; allowances claimed as part of the minimum wage; the regular payday designated by Employer; the name of the employer, including any “doing business as” names used; the name, address and telephone number of the workers’ compensation insurance carrier; information regarding paid sick leave; and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, employees may collect from Employer in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other aggrieved employees, with their costs incurred for the purchase and maintenance of cellular phones and cellular phone plans in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code section 2802, and other statutory and common law offenses. As a result, Employer are liable to reimburse Employee and other aggrieved employees for these costs incurred in furtherance of work

duties. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other aggrieved employees as contemplated under California and local laws. Employee is additionally informed and believes that the notice requirement of Labor Code section 245 *et seq.* involves a mandatory payroll or workplace injury reporting. As such, Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code section 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other aggrieved employees in accordance with Labor Code Section 204. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employer would be liable for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from disclosing violations of state and federal law, either within Employer to their managers or outside Employer to private attorneys or government officials, among others, in violation of Business and Professions

Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and/or other aggrieved employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code section 232 and 232.5. These violations of the Labor Code would expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Employee is informed and believes that this lawful conduct includes the exercise of Employee and/or other aggrieved employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Employer's application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 432.3 entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.3 and 2699.

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

A handwritten signature in black ink, appearing to read "Michael E. Braud", is written over a horizontal line.

Michael E. Braud

(Carbon Copy notices on following page)

California Labor and Workforce Development Agency
February 9, 2024
Page 8

cc:

Orthopaedic Hospital d.b.a. Orthopaedic Institute for Children and Luskin Orthopaedic
Institute for Children (via U.S. Certified Mail, Return Receipt Requested)
Orthopaedic Hospital Medical Group, Inc. (via U.S. Certified Mail, Return Receipt
Requested)
Orthopaedic Institute for Children Ambulatory Surgery Center, LLC (via U.S. Certified
Mail, Return Receipt Requested)
Orthopaedic Institute for Children Foundation (via U.S. Certified Mail, Return Receipt
Requested)

EXHIBIT 4

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.**"

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

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

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

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

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

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

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

26 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
27 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
28 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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b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek Value to each Settlement Class Member’s final Individual Settlement Share.

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

25. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: 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 wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid 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.

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

28 ///

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

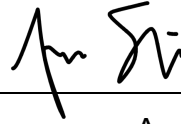


Full Name: Aaron Shimizu

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 5

Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>

Fecha Vie 12 Sep 2025 09:34

Para Karina Hernandez <khernandez@blackstonepc.com>

[External Email].

09/12/2025 09:34:02 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 09/12/2025 09:34:02 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1005308-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>