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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

**[PROPOSED] ORDER GRANTING
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

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

1 **[PROPOSED] ORDER**

2 On November 19, 2025 at 10:00 a.m. in Department 6 of the above-captioned Court located
3 at, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiffs
4 Gregorio Pineda and Charles Wilkins' (together, "Plaintiffs") Motion for Preliminary Approval of
5 Class Action and PAGA Settlement, came on for hearing before the Honorable Elihu M. Berle.
6 Blackstone Law, APC and Bibiyan Law Group, P.C. appeared on behalf of Plaintiffs and O'Hagan
7 Meyer LLP appeared on behalf of Defendants Orthopaedic Hospital dba Orthopaedic Institute for
8 Children and Luskin Orthopaedic Institute for Children; Orthopaedic Hospital Medical Group, Inc.;
9 Orthopaedic Institute for Children Ambulatory Surgery Center, LLC; and Orthopaedic Institute for
10 Children Foundation (collectively, "Defendants").

11 The Court, having carefully considered the papers, argument of counsel, and all matters
12 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs' Motion for Preliminary
13 Approval of Class Action and PAGA Settlement.

14 **IT IS HEREBY ORDERED THAT:**

15 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
16 Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 4 to the Declaration of
17 Alexandra Rose in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA
18 Settlement. This is based on the Court's determination that the Settlement falls within the range of
19 possible approval as fair, adequate, and reasonable.

20 2. This Order incorporates by reference the definitions in the Settlement Agreement, and
21 all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
22 Settlement Agreement.

23 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and
24 reasonable. It appears to the Court that extensive investigation and research have been conducted such
25 that counsel for the parties at this time are able to reasonably evaluate their respective positions. It
26 further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by
27 all parties, as well as avoid the delay and risks that would be presented by the further prosecution of
28 the case. It further appears that the Settlement has been reached as the result of intensive, serious, and
non-collusive, arms-length negotiations, and was entered into in good faith.

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

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

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

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

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

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

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

3 10. Within fourteen (14) calendar days after entry of this Order, Defendants will provide
4 the Settlement Administrator with the following information about each Class Member: full name, last
5 known mailing address, Social Security number, dates worked for Defendants during the Class Period,
6 and such other information as is necessary for the Settlement Administrator to calculate Workweeks
7 and Pay Periods (collectively referred to as the “Class List”) in conformity with the Settlement
8 Agreement.

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

23 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
24 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
25 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
26 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or
27 before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the
28 Settlement Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed

1 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original
2 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded
3 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not
4 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
5 Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their Individual
6 PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who
7 do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be
8 bound by the Settlement Agreement and any final judgment based thereon.

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

19 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'
20 Fees and Costs, Enhancement Payments, and Settlement Administration Costs, along with the
21 appropriate declarations and supporting evidence, including the Settlement Administrator's
22 declaration, by _____, to be heard at the Final Approval Hearing.

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

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

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

11 **IT IS SO ORDERED.**

12 Dated: _____

Honorable Elihu M. Berle
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

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

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

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

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

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

I. IMPORTANT DEFINITIONS

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

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

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

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

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

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

II. BACKGROUND OF THE ACTIONS

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

On February 9, 2024, Plaintiff Wilkins provided written to the LWDA and Defendants of the specific provisions of the California Labor Code alleged to have been violated (“Wilkins PAGA Letter”). On February 9, 2024, Plaintiff Wilkins

commenced a putative class action lawsuit by filing a Class Action Complaint for Damages (“Wilkins Class Operative Complaint”) in the Wilkins Class Action. On April 22, 2024, Plaintiff Wilkins filed a Complaint Under the Labor Code Private Attorneys’ General Act of 2004 for Civil Penalties Under Labor Code Section 210, 226.3, 558, 1174.5, 1197.1 (“Wilkins PAGA Operative Complaint”) in the Wilkins PAGA Action.

On [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
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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.