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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff,

vs.

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

Defendants.

Case No.: 24STCV01618

[Consolidated with Case Nos. 24STCV07307,
24STCV03460, and 24STCV10042]

Honorable Elihu M. Berle
Department 6

**[REVISED PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

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

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

BIBIYAN LAW GROUP, P.C.

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Attorneys for Plaintiff CHARLES WILKINS and the Class

1 Plaintiffs Gregorio Pineda and Charles Wilkins’ (together, “Plaintiffs”) Motion for Final
2 Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments,
3 and Settlement Administration Costs came before this Court on **May 21, 2026 at 9:00 a.m.** before the
4 Honorable Elihu M. Berle in Department 6 of the above-captioned Court located at Spring Street
5 Courthouse, 312 North Spring Street, Los Angeles, California 90012.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (together,
8 “Settlement Agreement” or “Settlement”), Plaintiffs’ Motion for Final Approval of Class Action and
9 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments, and Settlement
10 Administration Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel
11 (Jasmine Y. Kianfard and David D. Bibiyan), the Class Representatives (Gregorio Pineda and Charles
12 Wilkins), and the Settlement Administrator (Cassandra Polites on behalf of ILYM Group, Inc.), and
13 the evidence and argument received by the Court in conjunction with the Motion for Preliminary
14 Approval of Class Action and PAGA Settlement and documents thereto, the Court grants final
15 approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
16 DETERMINATION:

17 1. This Court has jurisdiction over the subject matter of the above-captioned action and
18 over Plaintiffs and Defendants Orthopaedic Hospital dba Orthopaedic Institute for Children and
19 Luskin Orthopaedic Institute for Children; Orthopaedic Hospital Medical Group, Inc.; Orthopaedic
20 Institute for Children Ambulatory Surgery Center, LLC; and Orthopaedic Institute for Children
21 Foundation (collectively, “Defendants”) (collectively, with Plaintiffs, the “Parties”), including all
22 members of the Class.

23 2. The Court finds that the following Class is properly certified as a class for settlement
24 purposes only: “All current and former hourly-paid and/or non-exempt employees who worked for
25 Defendants in the State of California at any time during the Class Period.” The “Class Period” is
26 defined as the period from January 19, 2020 through August 31, 2025.

27 3. The Court appoints Plaintiffs Gregorio Pineda and Charles Wilkins as the Class
28 Representatives for settlement purposes only.

1 4. The Court appoints Jonathan M. Genish, Jonathan M. Genish, Karen I. Gold, Marissa
2 A. Mayhood, Noam Y. Reiffman, Alexandra Rose, and Jasmine Y. Kianfard of Blackstone Law, APC,
3 and Davd D. Bibiyan and Vedang Patel of Bibiyan Law Group, P.C. as Class Counsel for settlement
4 purposes only.

5 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
6 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
7 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
8 any other applicable law, and constitutes the best notice practicable under the circumstances, by
9 providing individual notice to all Class Members who could be identified through reasonable effort,
10 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
11 other Class Members. The Class Notice fully satisfied the requirements of due process.

12 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
13 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
14 requirements for final approval of this class action settlement under California law, including the
15 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
16 3.769.

17 7. The Settlement Agreement is not an admission by Defendants, or by any other Released
18 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
19 by Defendants or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
20 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
21 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
22 by or against Defendants or any of the other Released Parties.

23 8. The Court finds that no Class Members have validly and timely opted out of the Class
24 Settlement and no Settlement Class Members have objected to the Class Settlement.

25 9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
26 recognition of Plaintiffs’ efforts on behalf of the Class, the Court hereby approves the payments from
27 the Gross Settlement Amount of Enhancement Payments to Plaintiffs in the amounts of \$7,500.00
28 each (total, \$15,000.00).

1 10. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
2 to Class Counsel in the sum of \$650,000.00 and reimbursement of actual litigation costs and expenses
3 to Class Counsel in the sum of \$26,596.24. The attorneys’ fees and reimbursement of litigation costs
4 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
5 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
6 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
7 obtained for the Class.

8 11. The Court approves and orders payment from the Gross Settlement Amount in the
9 amount of \$9,000.00 to ILYM Group, Inc. for performance of settlement administration services.

10 12. The Court approves and orders payment in the amount of \$75,000.00 to the California
11 Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward
12 PAGA penalties.

13 13. It is hereby ordered that Defendants will deposit the Gross Settlement Amount into a
14 Qualified Settlement Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et*
15 *seq.*, to be established by the Settlement Administrator in three (3) installments as follows:

16 a. First Installment: No later than April 30, 2026, Defendants will deposit One Million
17 Dollars and Zero Cents (\$1,000,000.00) of the Gross Settlement Amount and
18 Employer Taxes (“First Installment”) into the QSF. Defendants shall provide all
19 information necessary for the Settlement Administrator to calculate necessary
20 payroll taxes including their official names, 8-digit state unemployment insurance
21 tax ID number, and other information requested by the Settlement Administrator,
22 no later than April 30, 2026.

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

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

Installment”) into the QSF.

- d. Any failure by Defendants to timely pay the First Installment, Second Installment, and/or Third Installment shall be an event of default. Within three (3) business days of any default, the Settlement Administrator shall email counsel for the Parties notifying them of any default (the “Default Notice”). 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).

14. It is hereby ordered that within five (5) business days after Defendants fund the First Installment or the Effective Date, whichever is later, the Settlement Administrator will distribute half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to PAGA Employees, half of the Attorneys’ Fees and Costs to Class Counsel, half of the Enhancement Payments to Plaintiffs, half of the LWDA Payment to the LWDA, and half of the Settlement Administration Costs to itself.

15. It is hereby ordered that 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.

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

17. 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,

1 compromised, relinquished, and discharged the Released Parties of any and all claims which were
2 alleged or which could have been reasonably alleged based on the factual allegations in the Class
3 Operative Complaints, arising during the Class Period, which shall specifically include claims for
4 Defendants' alleged failure to pay overtime and minimum wages, provide compliant meal and rest
5 periods and associated premium payments, timely pay wages during employment and upon
6 termination, provide accurate wage statements, and reimburse necessary business-related expenses in
7 violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a),
8 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission
9 Wage Order, and California Business and Professions Code sections 17200, *et seq.* (collectively,
10 "Released Class Claims")

11 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs,
12 the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed
13 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
14 Released Parties of any and all claims arising from any of the factual allegations in the PAGA Letters
15 and the PAGA Operative Complaints, arising during the PAGA Period, for civil penalties under the
16 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall
17 specifically include claims for Defendants' alleged failure to pay overtime and minimum wages,
18 provide compliant meal and rest periods and associated premium payments, timely pay wages during
19 employment and upon termination, provide compliant wage statements, maintain complete and
20 accurate payroll records, and reimburse necessary business-related expenses in violation of California
21 Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197,
22 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Order (collectively,
23 "Released PAGA Claims").

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

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

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

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

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

19 22. Notice of entry of this Order and Judgment shall be given to the Class Members by
20 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
21 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

22 23. A Non-Appearance Case Review re: Final Report is set for February 25, 2027 at 8:30
23 a.m. in Department 6 of this Court located at Spring Street Courthouse, 312 North Spring Street, Los
24 Angeles, California 90012. The Settlement Administrator shall file a Final Report by February 11,
25 2027.

26 **IT IS SO ORDERED.**

27 Dated: _____

28 Honorable Elihu M. Berle

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On May 22, 2026, I served a copy of the following document(s):

• **[REVISED PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

on the interested parties as follows:

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Sarah Cohen
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Attorneys for Defendants

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

1 State of California, Labor & Workforce Development Agency

2 Web URL:

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

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

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

10 Executed on May 22, 2026 at Beverly Hills, California.

11
12 /s/ Lorena Bautista
13 Lorena Bautista
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