

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ABDUL SHEIKH and DENISE VASQUEZ,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

SURGICAL CARE AFFILIATES, LLC; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 30-2022-01254790-CU-OE-CXC

Assigned for All Purposes to:
Hon. Melissa R. McCormick
Dept. CX-105

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

1 WHEREAS, Plaintiff Denise Vasquez ("Plaintiff"), individually and on behalf of all
2 others similarly situated, has applied to this Court for an order preliminarily approving the
3 settlement of the Action in accordance with the CLASS ACTION AND PAGA SETTLEMENT
4 AGREEMENT and the AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT
5 AGREEMENT (together, the "Settlement" or the "Settlement Agreement") entered into by
6 Plaintiff and Defendant Surgical Care Affiliates, LLC ("Defendant") which sets forth the terms
7 and conditions for a proposed settlement upon the terms and conditions set forth therein
8 (Plaintiff and Defendant shall be collectively referred to herein as the "Parties"); and

9 WHEREAS, the Court has read and considered Plaintiff's Motion for Preliminary
10 Approval of Class Action Settlement, and all papers filed in connection therewith,

11 NOW, THEREFORE, IT IS HEREBY ORDERED:

12 1. This Order incorporates by reference the definitions in the Settlement attached
13 hereto as Exhibit 1 and 2, which also includes Exhibits A and B containing the Class Notice in
14 English with a Spanish translation, and the forms attached to the Class Notice as Exhibits 1, 2, and
15 3, and all terms defined therein shall have the same meaning in this Order.

16 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair,
17 adequate and reasonable and in the best interests of the Class.

18 3. With respect to the Class and for purposes of the settlement only, the Court finds
19 on a preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of
20 all Class Members is impracticable; (b) there are questions of law and fact common to the Class
21 that predominate over any questions affecting only individual Class Members; (c) Plaintiff's
22 claims are typical of the Class's claims; (d) class certification is a superior method for
23 implementing the Settlement Agreement and adjudicating this Action in a fair and efficient
24 manner; (e) the Class Representative can fairly and adequately protect the Class's interests; and
25 (f) Class Counsel are qualified to serve as counsel for the Class.

26 4. Accordingly, solely for purposes of effectuating this Settlement Agreement, this
27 Court hereby preliminary certifies the following class for settlement purposes only: All non-
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1 exempt employees who were employed by and worked at least one day for Defendant in the State
2 of California at any time during the Class Period, which is October 13, 2017 to April 15, 2024.

3 5. Plaintiff Denise Vasquez is hereby preliminarily appointed as the Class
4 Representative, and the attorneys of Aegis Law Firm, PC are hereby preliminarily appointed as
5 counsel for the Class ("Class Counsel"). Class Counsel is authorized to act on behalf of the Class
6 Members with respect to all acts or consents required by, or which may be given pursuant to, the
7 Settlement Agreement, and such other acts reasonably necessary to consummate the Settlement
8 Agreement. Any Class Member may enter an appearance either personally or through counsel of
9 such individual's own choosing and at such individual's own expense. Any Class Member who
10 does not enter an appearance or appear on his or her own will be represented by Class Counsel.

11 6. The Court hereby preliminarily approves Class Counsel attorneys' fees not to
12 exceed \$1,035,000, Class Counsel litigation costs not to exceed \$25,000.00, an enhancement
13 award not to exceed \$5,000.00 to Plaintiff Vasquez, settlement administration fees not to exceed
14 \$25,000, and PAGA penalties of \$100,000 (\$75,000 to the LWDA).

15 7. The Court hereby approves, as to form and content, the Class Notice, to be
16 distributed to Class Members. The Court finds that distribution of the Class Notice, substantially
17 in the manner and form set forth in the Settlement and this Order meets the requirements of due
18 process, is the best notice practicable under the circumstances, and shall constitute due and
19 sufficient notice to all persons entitled thereto.

20 8. The Court hereby appoints CPT Group, Inc. as Settlement Administrator and
21 hereby orders the Settlement Administrator to mail or cause to be mailed to Class Members the
22 Class Notice using the procedures set forth in the Settlement Agreement, and to perform all duties
23 set forth in the Settlement Agreement. Class Members who wish to participate in the settlement
24 provided for by the Settlement Agreement do not need to respond to the Class Notice.

25 9. A Final Approval Hearing shall be held before this Court on **June 25, 2026 at**
26 **2:00 p.m.** in Department CX105 of the Superior Court for the State of California, County of
27 Orange, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. All papers in support of final
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1 approval and related awards for fees, costs, and Plaintiff's service payment must be filed and
2 served at least 16 court days before the final approval hearing.

3 10. Pending the Final Approval Hearing, all proceedings in this Action, other than
4 proceedings necessary to carry out or enforce the terms of the Settlement Agreement and this
5 Order, are hereby stayed.

6 11. The Court Orders the Parties and the Administrator to carry out their duties and
7 obligations in accordance with terms of the Settlement Agreement.

8 12. Jurisdiction is hereby retained over this Action, the Parties to the Action, and
9 each of the Class Members for all matters relating to this Action pursuant to Code of Civil
10 Procedure §664.6, and this Settlement Agreement, including (without limitation) all matters
11 relating to the administration, interpretation, effectuation, and/or enforcement of this Settlement
12 Agreement and this Order.

13 13. The Court reserves the right to adjourn or continue the date of any hearing and all
14 dates provided for in the Settlement Agreement without further notice to Class Members, and
15 retains jurisdiction to consider all further applications arising out of or connected with the
16 proposed Settlement.

17 **IT IS SO ORDERED.**

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20 Dated: February 26, 2026

21 _____
22 Melissa R. McCormick
23 JUDGE OF THE SUPERIOR COURT
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Denise Vasquez ("Plaintiff Vasquez") and defendant Surgical Care Affiliates, LLC ("Defendant"). The Agreement refers to Plaintiff Vasquez and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

- 1.1. "Action" means Plaintiff Abdul Sheikh and Denise Vasquez's ("Plaintiffs") class and PAGA representative action lawsuit alleging wage and hour violations against Defendant captioned *Abdul Sheikh, et al. v. Surgical Care Affiliates LLC, et al.*, initiated on April 13, 2022, and pending in Superior Court of the State of California, County of Orange.
- 1.2. "Administrator" means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. "Aggrieved Employee" means all persons currently or formerly employed by and who worked at least one day for Defendant as a non-exempt employee in the State of California at any time during the PAGA Period.
- 1.5. "Class" means all non-exempt employees who were employed by and worked at least one day for Defendant in the State of California at any time during the Class Period.
- 1.6. "Class Counsel" means KashifHaque, Samuel Wong, Jessica L. Campbell and Alexander G.L. Davies of Aegis Law Firm, PC.
- 1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action through Settlement and to obtain approval of the Settlement including any appeals.
- 1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security Number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10. "Class Member Address Search" means the Administrator's investigation and search for Class Members' mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members in response to inquiries from Class Members and/or as requested by counsel.
- 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. "Class Period" means the period from October 13, 2017 to April 15, 2024 ("Class Period"), unless Defendant elects to change the Class Period end date as set forth in paragraph 8.
- 1.13. "Class Representative" means Plaintiff Vasquez in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. "Class Representative Service Payment" means the payment to the Class Representative for prosecuting the Action and providing services in support of the Action.
- 1.15. "Court" means the Superior Court of California, County of Orange.
- 1.16. "Defendant" means named Defendant Surgical Care Affiliates, LLC.
- 1.17. "Defense Counsel" means Marissa L. Lyftogt, Nicole R. Roysdon, and Erik T. Johnson of Wilson Turner Kosmo LLP.
- 1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the 65th calendar day after Judgment is entered provided no motion to intervene or motion to vacate the Judgment, appeal, writ or other appellate proceeding has been filed; or (b) the seventh (7th) calendar day after any motion to intervene or motion to vacate the Judgment, appeal, writ, or other appellate proceeding opposing the Agreement has been finally dismissed with no material change to the terms of this Agreement and there is no right to pursue further remedies or relief, whichever is later.
- 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

- 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. "Gross Settlement Amount" means \$3,450,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment.
- 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699.
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i), in effect prior to July 1, 2024.
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant in California for at least one day during the PAGA Period.
- 1.31. "PAGA Period" means the period from October 13, 2020 to April 15, 2024.
- 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. "PAGA Notice" means Plaintiff Abdul Sheikh's April 13, 2022 letter to Defendant and the LWDA, Plaintiff Abdul Sheikh's October 26, 2023 amended letter,

and Plaintiffs' April 24, 2024 and June 6, 2024 amended letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.34. "PAGA Penalties" means the \$100,000.00 total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000) and 75% to the LWDA (\$75,000.00) in settlement of PAGA claims.
- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. "Plaintiffs" means Plaintiff Abdul Sheikh ("Plaintiff Sheikh") and Plaintiff Vasquez, the named plaintiffs in the Action. Plaintiff Sheikh is not a signatory to this Agreement but remains a Class Member and Aggrieved Employee.
- 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.41. "Released Parties" means: Defendant Surgical Care Affiliates, LLC, as well as Defendant's former and present parents, subsidiaries, affiliates, officers, shareholders, owners, directors, agents, employees, attorneys, predecessors, and successors, including but not limited to SCAI Holdings, LLC; SCA HoldCo, Inc.; Collaborative Care Holdings, LLC; OptumHealth Holdings, LLC; Optum, Inc.; United HealthCare Services, Inc.; and UnitedHealth Group Incorporated.
- 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, (b) fax, email, or mail an Objection to the Settlement; or (c) submit a Challenge to their Workweeks or PAGA Pay Periods. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 days after the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweek" means any week during which a Class Member worked for Defendant in California for at least one day, during the Class Period.

2. RECITALS.

2.1. On April 12, 2022, Plaintiff Sheikh commenced this Action by filing a class action Complaint alleging causes of action against Defendant for failure to pay minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to permit rest breaks; failure to provide accurate itemized wage statements; failure to pay wages timely during employment; failure to pay all wages due upon separation of employment; and Violation of Business and Professions Code §§ 17200, *et seq.* On June 18, 2024, Plaintiffs filed a First Amended Complaint in the District Court, adding Plaintiff Vasquez as an additional named Plaintiff. Following remand, the First Amended Complaint was filed in the Superior Court Action. On October 22, 2024, Plaintiffs filed a Second Amended Complaint alleging additional causes of action against Defendant for failure to pay sick pay, failure to reimburse necessary business expenses, and for Enforcement of Labor Code § 2698 *et seq.* ("PAGA"). The Second Amended Complaint is the operative complaint in the Action (the "Operative Complaint.") Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On March 6, 2023, the Parties participated in an all-day mediation presided over by the Hon. Carl J. West (Ret.), a respected mediator in wage and hour class and representative PAGA actions, which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiffs obtained significant informal discovery, including excerpts of Defendant's relevant policies and employee handbooks in effect during the Class Period; wage statement exemplars; a 20% time and pay records sampling of the class members (644 of the 3,266 class members at the time who had worked during the Class Period); and class data including location, department, job title, employment status, most recent hourly rate of pay, and number of weeks and pay periods worked by Class Members. Through formal discovery Defendant also produced Plaintiff Sheikh's personnel file, applicable policy documents, and complete timekeeping records and wage statements. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel and Defense Counsel are aware of another pending matter or action asserting claims that will be extinguished or affected by the Settlement. The case is captioned *Crystal Padilla v. Surgical Care Affiliates, LLC*, Case No. 30-2024-01399066-CU-OE-CXC, pending in Superior Court of the State of California, County of Orange. The *Padilla* matter was recently transferred to the Honorable Melissa R. McCormick in Department CX104.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$3,450,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To Plaintiff Vasquez: Class Representative Service Payment to the Class Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff Vasquez's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff Vasquez will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$1,150,000.00, and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff Vasquez and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment

no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. With the exception of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, all Parties shall bear their own fees and costs. Defendant and Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$25,000.00. To the extent the Administration Expenses are less or the Court approves payment less than \$25,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment will be determined by dividing each Class Member's total number of Workweeks worked within the Class Period by the total number of Workweeks worked by all Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Individual Class Payment.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining payments to Class Members shall be allocated as 40% penalties, and 40% interest (collectively, the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Any Non-Participating Class Member who is also an Aggrieved Employee will still receive their Individual PAGA Payment.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000.00 to be paid from the Gross Settlement Amount, with 75%

(\$75,000.00) allocated to the LWDA PAGA Payment and 25% (\$25,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by dividing each Aggrieved Employee's total pay periods within the PAGA Period by the total pay periods of all Aggrieved Employees within the PAGA Period. That fraction will then be multiplied by the 25% portion of the LWDA PAGA Payment to arrive at the Individual PAGA Payment. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Through the mediation date, the Parties estimate there are 3,355 Class Members who collectively worked a total of 327,326 Workweeks, and 2,424 Aggrieved Employees who worked a total of 78,843 PAGA Pay Periods.

4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will wire and/or mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the

Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff Vasquez, Class Members, and Class

Counsel will release claims against all Released Parties as follows:

- 5.1. Plaintiff Vasquez's Release. Plaintiff Vasquez and her former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns fully releases and discharges Defendant and Released Parties from any and all charges, complaints, claims, demands, rights, liabilities, obligations, promises, agreements, controversies, transactions, occurrences, damages, suits, costs, losses, debts, actions, causes of action, or expenses (including back wages, penalties, liquidated damages, and attorney's fees and costs actually incurred), of any form or nature whatsoever, whether known or unknown, foreseen or unforeseen, anticipated or unanticipated, suspected or unsuspected, that Plaintiff Vasquez now has or may have against the Released Parties arising from or relating to any and all acts, events and omissions occurring prior to the date of execution of this Agreement, whether or not asserted before such date. ("Plaintiffs Release.") Without limiting the generality of the foregoing, Plaintiff expressly releases all claims which were or could have been raised in the Action and any and all tort claims, contract claims, equitable claims, denial of leave claims, breach of fiduciary duty claims, breach of duty of fair representation claims, promissory estoppel claims, negligence claims, assault and battery claims, violation of public policy claims, ERISA claims, wrongful termination claims, discrimination claims, harassment claims, retaliation claims, constructive discharge claims, failure to provide reasonable accommodation claims, failure to engage in the interactive process claims, failure to prevent discrimination claims, failure to prevent retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, any and all claims for monetary damages and any other form of personal relief, any claim for unpaid wages, including those arising under the California Labor Code and/or Fair Labor Standards Act, and any and all claims arising under any federal, state or local governmental statute, law, regulation or ordinance covering discrimination in employment, including but not limited to the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, The California Private Attorneys General Act, the California Family Rights Act, and the Family and Medical Leave Act of 1993 , including discrimination based on race, color, religious creed, national origin, ancestry, physical or mental disability, medical condition, age, marital status, sex, sexual orientation or identity, harassment, and retaliation. Plaintiff Vasquez's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for unemployment benefits, social security benefits, workers' compensation benefits, or any other claims which cannot be released by law, that arose at any time, or based on occurrences outside the Class Period. Plaintiff Vasquez acknowledges that she may discover facts or law different from, or in addition to, the facts or law that Plaintiff Vasquez now knows or believes to be true but agrees, nonetheless, that Plaintiff Vasquez's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff Vasquez's discovery of them.

- 5.1.1. Plaintiffs Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff Vasquez's Release, Plaintiff Vasquez expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the

California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

5.2. Release by Participating Class Members:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully releases and discharges Defendant and Released Parties from any and all causes of action or claims, arising at any time during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including, but not limited to: (a) any and all causes of action or claims for any alleged failure by Defendant and/or Released Parties (1) to pay minimum wages, (2) to pay overtime wages, (3) to pay sick pay, (4) to provide meal periods or pay meal period premium wages, (5) to permit rest breaks or pay rest break premium wages, (6) to reimburse business expenses, (7) to provide accurate itemized wage statements, (8) to pay wages timely during employment, and (9) to timely pay wages at the end of employment; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, et seq., based on the alleged failures set forth in (a)(1) through (a)(9) above; (c) any violation of the California Labor Code arising from the claims alleged in (a)(1) through (a)(9) above, including violation of California Labor Code sections 201-204, 210, 218, 218.5, 226, 226.7, 226.8, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2804; and (d) any and all claims and causes of action under the Fair Labor Standards Act and Wage Orders for the claims alleged in (a)(1) through (a)(9). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release and discharge fully, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and the Released Parties from any and all rights and claims for civil penalties available under PAGA that were alleged, or reasonably could have been alleged, based on the facts alleged in the Operative Complaint and the PAGA Notice arising during the PAGA Period. Released PAGA Claims shall include (a) all claims for civil penalties recoverable under PAGA for the failure to pay minimum wages, failure to pay overtime wages, failure to pay sick pay, failure to provide meal periods or pay meal period premiums, failure to permit rest breaks or pay rest break premiums, failure to timely pay wages, including vacation pay, during employment and at termination, failure to provide accurate itemized wage statements, failure to reimburse business expenses, failure to maintain accurate records;

and (b) all claims for civil penalties recoverable under PAGA for the violation of California Labor Code sections 201-204, 210,218,218.5, 226,226.7, 226.8, 227.3, 246, 510,512,558,558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2804.

6. MOTION FOR PRELIMINARY APPROVAL. Class Counsel shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals. In addition, Class Counsel will notify the LWDA of the Settlement as required by Labor Code section 2699, subd. (1) (in effect prior to July 1, 2024).

6.1. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the **full** execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

6.2. Duty to Cooperate. Class Counsel will provide counsel for Defendant with a draft of Plaintiffs Motion for Preliminary Approval for review and comment and such draft will be provided at least 5 court days prior to the filing of the motion. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. However, no Party shall be obligated to consent to any material change in the Agreement, whether or not such material change is caused or requested by the Court.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected CPT Group, Inc., to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc., agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B- 1.

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 21 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, with a Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of

Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out) from the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. Class Members may also use the form attached hereto as Exhibit B. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.5.5. All Aggrieved Employees are entitled to all benefits and bound by all terms and conditions of the Settlement as they pertain to PAGA claims, including the Aggrieved Employees' Release under Section 5.3 of this Agreement, regardless of whether the Aggrieved Employee actually receives the Class Notice, an Individual PAGA Payment, opts out of the class portion of the Settlement, or disputes the pay periods

set forth in the Class Notice. Aggrieved Employees may not exclude themselves from the PAGA portion of the Settlement and do not have standing to object to any portion of the Settlement.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct as long as they are consistent with the Class Data. The Court may review any decision made by the Administrator regarding a challenge, otherwise, the Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members and Aggrieved Employees have no right to object to any of the class action or PAGA components of the Settlement.

7.7.4. If a Class Member submits both an objection and a Request for Exclusion, the Request for Exclusion shall be void and the Class Member shall be deemed a Participating Class Member.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has initial authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Court may review any decision made by the Administrator regarding a challenge, otherwise, the Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator's Declaration. Not later than 20 court days before the date by which Plaintiff Vasquez is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and

compliance with all of its obligations under this Agreement, including but not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

- 8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE** The Gross Settlement Amount was negotiated based on the Parties' estimate that Class Members worked 327,326 workweeks from October 13, 2017 to the date of the mediation, March 6, 2023. Should the number of work weeks of Class Members in the Class Period exceed this number by more than 15% (i.e., if the number of workweeks exceeds 376,425), Defendant has the option of either (1) agreeing that the Gross Settlement Amount will be increased proportionally by the number of workweeks in excess of 376,425, multiplied by the value for each workweek, through a date of Defendant's choosing within the Class Period or (2) changing the date for the close of the Class Period to the date when the number of workweeks reached 376,425. Defendant shall notify Plaintiff Vasquez if it will elect to increase the Gross Settlement Amount to account for the additional workweeks or cap the Class Period on the date the workweeks exceed 376,425 within seven (7) days after the Settlement Administrator confirms the actual total workweek count after preliminary approval of the settlement is granted, and before the notices are mailed out to the Class Members. However, if the total workweeks exceed 376,425 after the class notice is administered (e.g. due to a workweek dispute or a mistake), then Defendant shall increase the Gross Settlement Amount pro-rata, to account for the increase in workweeks through the Class Period end date listed on the notice to the Class Members. In other words, the makeup of the Class cannot change after the notices are mailed, and Class Members have been informed of the final Class Period.

- 9. DEFENDANT'S RIGHT TO WITHDRAW.** In the event 5% or more of the Class Members opt-out of the settlement, Defendant may, at its option, elect to withdraw from the agreement. If Defendant exercises this option, it will pay all Settlement Administration costs incurred. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Class Counsel will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1) (in effect prior to July 1, 2024), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Class Counsel will also file a motion for approval of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment. Class Counsel will provide counsel for Defendant with a draft of these motions for review and comment and such drafts will be provided at least 5 court days prior to the filing of the motions.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the date and scope of release to be granted by Class Members and/or Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph. If for any reason the Court does not grant final approval of the Settlement, this Agreement shall be automatically void and vacated.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that

requires a material modification of this Agreement (including, but not limited to, the date and scope of release to be granted by Class Members and/or Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff Vasquez that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff Vasquez reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.4. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect,

or not approved, such invalidity, illegality, unenforceability, or non-approval shall in no way affect any other provision if the Court and counsel, on behalf of the Parties and the Class Members, mutually elect in writing to proceed as if such invalid, illegal, unenforceable, or unapproved provision had never been included in this Agreement. If the Parties do not elect to proceed, the Parties shall be restored to their respective positions in the Action, as of the date of the hearing on the motion for preliminary approval.

- 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff Vasquez and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8. No Tax Advice. Neither Plaintiff Vasquez, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. The terms of this Settlement shall remain confidential until the Motion for Preliminary Approval is filed. Even after preliminary approval, except for communications between Class Counsel and Class Members, Plaintiff Vasquez and Class Counsel agree not to make any public statements, issue any press releases, place information regarding this settlement on their web site, or make any other announcements publicizing this settlement. This does not bar Class Counsel from listing this case among their cases to establish their qualifications as counsel in conjunction with class certification and/or settlement approval motions or as otherwise required by court orders.
- 12.14. Use and Destruction of Class Data. Information provided to Class Counsel pursuant to California Evid. Code § 1152, and all copies and summaries of class member data, and documents and information provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Effective Date, Class Counsel shall destroy all paper and electronic versions of the class data and documents and information received from Defendants and shall confirm with Defendants that they have done so.
- 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs: Aegis Law Firm, PC
Kashif Haque
khaque@aegislawfirm.com

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Jessica L. Campbell
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To Defendant: Wilson Turner Kosmo LLP
Marissa L. Lyftogt
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Nicole R. Roysdon
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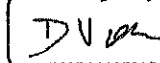
12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically, (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterparts will be admissible in evidence to prove the existence and contents of this Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

Date: 01/14/2025

PLAINTIFF DENISE VASQUEZ

DocuSigned by:



309B0406F9A54FE...

Denise Vasquez

Date: _____

DEFENDANT SURGICAL CARE
AFFILIATES, LLC

By: _____

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swong@aegislawfirm.com
Jessica L. Campbell
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To Defendant: Wilson Turner Kosmo LLP
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Nicole R. Roysdon
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Erik T. Johnson
EJohnson@wilsonturnerkosmo.com
402 West Broadway, Suite 1600
San Diego, California 92101

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically, (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterparts will be admissible in evidence to prove the existence and contents of this Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

Date: _____

PLAINTIFF DENISE VASQUEZ

Denise Vasquez

Date: 1/21/2025

DEFENDANT SURGICAL CARE
AFFILIATES, LLC



By: Ladd Mark

Date: _____

AEGIS LAW FIRM, PC

Samuel Wong
Kashif Haque
Jessica Campbell
Alexander G.L. Davies
Attorneys for Plaintiff

Date: January 21, 2025

WILSON TURNER KOSMO LLP

A handwritten signature in blue ink, appearing to be 'Marissa L. Lyftogt', written over a horizontal line.

Marissa L. Lyftogt
Nicole R. Roysdon
Erik T. Johnson
Attorneys for Defendant

Date: 1/21/25

AEGIS LAW FIRM, PC



Samuel Wong
Kashif Haque
Jessica Campbell
Alexander G.L. Davies
Attorneys for Plaintiff

Date: _____

WILSON TURNER KOSMO LLP



Marissa L. Lyftogt
Nicole R. Roysdon
Erik T. Johnson
Attorneys for Defendant

EXHIBIT 2

AEGIS LAW FIRM, PC

KASHIF HAQUE, State Bar No. 218672

SAMUEL A. WONG, State Bar No. 217104

JESSICA L. CAMPBELL, State Bar No. 280626

ALEXANDER G.L. DAVIES, State Bar No. 328125

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Attorneys for Plaintiffs Abdul Sheikh and Denise Vasquez, as
individuals, and on behalf of all others similarly situated

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Attorneys for Defendants

Surgical Care Affiliates, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ABDUL SHEIKH and DENISE

VASQUEZ, as individuals, and on behalf
of all others similarly situated,

Plaintiffs,

v.

SURGICAL CARE AFFILIATES, LLC;
and DOES 1 through 20, inclusive,

Defendants.

Case No. 30-2022-01254790-CU-OE-CXC

*Assigned for All Purposes to:
Judge Melissa R. McCormick
Dept. CX-104*

**AMENDMENT TO CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

1 Pursuant to Sections 6.2 and 12.6 of the Class Action and PAGA Settlement Agreement
2 (the "Agreement") between Plaintiff Denise Vasquez ("Plaintiff") and Defendant Surgical Care
3 Affiliates, LLC ("Defendant") (Plaintiff and Defendant are hereinafter referred to as the "Parties"),
4 the Parties hereby agree to amend the Agreement as stated herein. All other terms of the Class
5 Action and PAGA Settlement Agreement not amended herein shall remain in full force and effect.
6 The amendments stated herein are incorporated in the Agreement by this reference:

7 **Section 1.41 is hereby amended to state:** "Released Parties" means: Defendant Surgical
8 Care Affiliates, LLC, as well as Defendant's former and present parents, subsidiaries, officers,
9 shareholders, owners, directors, employees, predecessors, and successors.

10 **Section 5.2 is hereby amended to state:** Release by Participating Class Members:
11 All Participating Class Members, on behalf of themselves and their respective former and present
12 representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully releases and
13 discharges Defendant and Released Parties from claims, arising at any time during the Class
14 Period that were alleged, or reasonably could have been alleged, based on the facts stated in the
15 Operative Complaint, which are: (a) any and all causes of action or claims for any alleged failure
16 by Defendant and/or Released Parties (1) to pay minimum wages, (2) to pay overtime wages, (3)
17 to pay sick pay, (4) to provide meal periods or pay meal period premium wages, (5) to permit rest
18 breaks or pay rest break premium wages, (6) to reimburse business expenses, (7) to provide
19 accurate itemized wage statements, (8) to pay wages timely during employment, and (9) to timely
20 pay wages at the end of employment; (b) any right or claim for unfair business practices in
21 violation of California Business & Professions Code sections 17200, et seq., based on the alleged
22 failures set forth in (a)(1) through (a)(9) above; (c) any violation of the California Labor Code
23 arising from the claims alleged in (a)(1) through (a)(9) above, including violation of California
24 Labor Code sections 201-204, 210, 218, 218.5, 226, 226.7, 226.8, 227.3, 246, 510, 512, 558,
25 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802,
26 and 2804; and (d) any and all claims and causes of action under the Fair Labor Standards Act and
27 Wage Orders for the claims alleged in (a)(1) through (a)(9). Except as set forth in Section 5.3 of
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1 this Agreement, Participating Class Members do not release any other claims, including claims
2 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
3 unemployment insurance, disability, social security, workers' compensation, or claims based on
4 facts occurring outside the Class Period.

5 **Section 5.3 is hereby amended to state: Release by Aggrieved Employees:**

6 All Aggrieved Employees are deemed to release and discharge fully, on behalf of themselves and
7 their respective former and present representatives, agents, attorneys, heirs, administrators,
8 successors, and assigns, Defendant and the Released Parties from claims for civil penalties
9 available under PAGA that were alleged, or reasonably could have been alleged, based on the
10 facts alleged in the Operative Complaint and the PAGA Notice arising during the PAGA Period.
11 Released PAGA Claims shall include (a) all claims for civil penalties recoverable under PAGA
12 for the failure to pay minimum wages, failure to pay overtime wages, failure to pay sick pay,
13 failure to provide meal periods or pay meal period premiums, failure to permit rest breaks or pay
14 rest break premiums, failure to timely pay wages, including vacation pay, during employment and
15 at termination, failure provide accurate itemized wage statements, failure to reimburse business
16 expenses, failure to maintain accurate records; and (b) all claims for civil penalties recoverable
17 under PAGA for the violation of California Labor Code sections 201-204, 210, 218, 218.5, 226,
18 226.7, 226.8, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197,
19 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2804.

20 **Section 7.4.2 of is hereby amended to state:** Using best efforts to perform as soon as
21 possible, and in no event later than 21 days after receiving the Class Data, the Administrator will
22 send to all Class Members identified in the Class Data, via first-class United States Postal Service
23 ("USPS") mail, the Class Notice, with a Spanish translation, substantially in the form attached to
24 this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
25 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the
26 Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to
27 calculate these amounts. Further information will also be included in the "Notice of Estimated
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1 Settlement Share & Workweek / Pay Period Dispute Form,” attached to the Class Notice as
2 Exhibit 1. Before mailing Class Notices, the Administrator shall update Class Member addresses
3 using the National Change of Address database.

4 **Section 7.5.1 is hereby amended to state:** Class Members who wish to exclude
5 themselves (opt-out) from the Class Settlement must send the Administrator, by fax, email, or
6 mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails
7 the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed).
8 A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably
9 communicates the Class Member’s election to be excluded from the Settlement and includes the
10 Class Member’s name, address and email address or telephone number. Class Members may also
11 use the “Request for Exclusion Form” attached to the Class Notice as Exhibit 2. To be valid, a
12 Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

13 **Section 7.5.2 is hereby amended to state:** The Administrator may not reject a Request
14 for Exclusion as invalid because it fails to contain all the information specified in the Class
15 Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator
16 can reasonably ascertain the identity of the person as a Class Member and the Class Member’s
17 desire to be excluded. If the Administrator has reason to question the authenticity of a Request for
18 Exclusion, the Administrator may demand additional proof of the Class Member’s identity.

19 **Section 7.6 is hereby amended to state:** Challenges to Calculation of Workweeks. Each
20 Class Member shall have 60 days after the Administrator mails the Class Notice (plus an
21 additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number
22 of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class
23 Notice. The Class Member may challenge the allocation by communicating with the
24 Administrator via fax, email or mail. The Administrator must encourage the challenging Class
25 Member to submit supporting documentation. In the absence of any contrary documentation, the
26 Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in
27 the Class Notice are correct as long as they are consistent with the Class Data. The Administrator
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1 shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay
2 Periods to Defense Counsel and Class Counsel and the Administrator's determination of the
3 challenges. The Parties shall file with the Court all disputes submitted by Class Members, the
4 evidence submitted, and the resolution of the disputes. Although the Administrator may make the
5 initial decision regarding claim disputes, the Court may review any decision made by the
6 settlement administrator regarding a claim dispute.

7 **Section 7.7.2 is hereby amended to state:** Participating Class Members may send written
8 objections to the Administrator, by fax, email, or mail and may use the "Objection Form"
9 attached to the Class Notice as Exhibit 3. In the alternative, Participating Class Members may
10 appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final
11 Approval Hearing. A Participating Class Member who elects to send a written objection to the
12 Administrator must do so not later than 60 days after the Administrator's mailing of the Class
13 Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed)

14 A true and correct copy of the updated Class Notice is attached hereto as **Exhibit A**.

15 A true and correct copy of the updated Class Notice, translated into Spanish, is attached
16 hereto as **Exhibit B**.

17
18 Dated: September __, 2025

PLAINTIFF DENISE VASQUEZ

19
20 _____
21 Denise Vasquez

22 Dated: September __, 2025

**DEFENDANT SURGICAL CARE
AFFILIATES, LLC**

23
24 _____
25 By: _____
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27
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shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges. The Parties shall file with the Court all disputes submitted by Class Members, the evidence submitted, and the resolution of the disputes. Although the Administrator may make the initial decision regarding claim disputes, the Court may review any decision made by the settlement administrator regarding a claim dispute.

Section 7.7.2 is hereby amended to state: Participating Class Members may send written objections to the Administrator, by fax, email, or mail and may use the "Objection Form" attached to the Class Notice as Exhibit 3. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed)

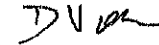
A true and correct copy of the updated Class Notice is attached hereto as **Exhibit A**.

A true and correct copy of the updated Class Notice, translated into Spanish, is attached hereto as **Exhibit B**.

Dated: September²⁹, 2025

PLAINTIFF DENISE VASQUEZ

DocuSigned by:



Denise Vasquez

Dated: September_, 2025

**DEFENDANT SURGICAL CARE
AFFILIATES, LLC**

By: _____

1 shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay
2 Periods to Defense Counsel and Class Counsel and the Administrator's determination of the
3 challenges. The Parties shall file with the Court all disputes submitted by Class Members, the
4 evidence submitted, and the resolution of the disputes. Although the Administrator may make the
5 initial decision regarding claim disputes, the Court may review any decision made by the
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9 attached to the Class Notice as Exhibit 3. In the alternative, Participating Class Members may
10 appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final
11 Approval Hearing. A Participating Class Member who elects to send a written objection to the
12 Administrator must do so not later than 60 days after the Administrator's mailing of the Class
13 Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed)

14 A true and correct copy of the updated Class Notice is attached hereto as **Exhibit A**.

15 A true and correct copy of the updated Class Notice, translated into Spanish, is attached
16 hereto as **Exhibit B**.

17
18 Dated: September __, 2025

PLAINTIFF DENISE VASQUEZ

19
20 _____
21 Denise Vasquez

22 Dated: October 2, 2025

**DEFENDANT SURGICAL CARE
AFFILIATES, LLC**

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24 _____
25 By: 
26 J. Wesley Fain
27 Vice President
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APPROVED AS TO FORM:

Dated: September 29, 2025

AEGIS LAW FIRM, PC

By: Alexander G.L. Davies
Alexander G.L. Davies
Attorneys for Plaintiffs

Dated: September __, 2025

WILSON TURNER KOSMO LLP

By: _____
Marissa L. Lyftogt
Nicole R. Roysdon
Erik T. Johnson
Attorneys for Defendant
SURGICAL CARE AFFILIATES, LLC

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APPROVED AS TO FORM:

Dated: September __, 2025

AEGIS LAW FIRM, PC

By: _____
Alexander G.L. Davies
Attorneys for Plaintiffs

Dated: October 2, 2025

WILSON TURNER KOSMO LLP

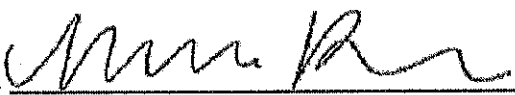
By:  _____
Marissa L. Lyftogt
Nicole R. Roysdon
Erik T. Johnson
Attorneys for Defendant
SURGICAL CARE AFFILIATES, LLC

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Abdul Sheikh, et al. v. Surgical Care Affiliates, LLC, et al.

Orange County Superior Court, Case No. 30-2022-01254790-CU-OE-CXC

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action and PAGA representative action lawsuit ("Action") against Surgical Care Affiliates, LLC ("Defendant" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by current and former employees Abdul Sheikh and Denise Vasquez (collectively, the "Plaintiffs") and seeks payment of (1) back wages and other relief for a class of hourly employees ("Class Members") who worked for Defendant in California during the Class Period (October 13, 2017 to April 15, 2024 [or earlier date at Defendant's election per paragraph 8]); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all hourly employees who worked for Defendant in California during the PAGA Period (October 13, 2020 to April 15, 2024) ("Aggrieved Employees").

The proposed Class Action and PAGA Settlement Agreement (the "Settlement") has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.) For more information on how these totals were calculated, or if you believe you worked more workweeks and/or pay periods during either period, you can submit a challenge using the "Notice of Estimated Settlement Share & Workweek / Pay Period Dispute Form," enclosed as **Exhibit 1**.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (See Section 3(9) of this Notice regarding Released Class Claims).
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion using the "Request for Exclusion Form" enclosed with this notice as Exhibit 2. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment, or to object to any portion of the Settlement. See Section 5 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (See Section 3(9) of this Notice).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. Those wishing to object may use the "Objection Form" enclosed with this notice as Exhibit 3. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff Vasquez who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff Vasquez, but every dollar paid to Class Counsel and Plaintiff Vasquez reduces the overall amount paid to Participating Class Members. See Section 6 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court's virtual appearance platform. Participating Class Members can also verbally object to the Settlement at the Final Approval Hearing. See Section 7 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	Your Individual Class Payment and PAGA Payment (if any) amounts depend on how many workweeks you worked during the Class Period and how many pay periods you worked during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. Further information regarding these calculations and how to assert any challenges thereto can be found in the enclosed Exhibit 1.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

1. WHAT IS THE ACTION ABOUT?

The Action accuses Defendant of violating California labor laws by failure to pay minimum wages; failure to pay overtime wages; failure to pay sick pay; failure to provide meal periods; failure to permit rest breaks; failure to reimburse business expenses; failure to provide accurate itemized wage statements; failure to pay wages timely during employment; failure to pay all wages due upon separation of employment; and Violation of Business and Professions Code §§ 17200, *et seq.* Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Samuel A. Wong, Kashif Haque, Jessica L. Campbell, and Alexander G.L. Davies from Aegis Law Firm, PC (“Class Counsel.”)

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, the Parties hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, the Parties have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff Vasquez and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$3,450,000.00 as the Gross Settlement Amount (“Gross Settlement” or “GSA”). Defendant has agreed to deposit the GSA into an account controlled by the Administrator of the Settlement. Assuming the Court grants Final Approval, Defendant will fund the GSA 30 days after the Court enters a Judgment on its Order Granting Final Approval of the Settlement and the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the 65th calendar day after Judgment is entered provided no motion to intervene or motion to vacate the Judgment, appeal, writ or other appellate proceeding has been filed or (b) the 7th calendar day after any motion to intervene or motion to vacate the Judgment, appeal, writ, or other appellate proceeding opposing the Settlement and there is no right to pursue further remedies or relief.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff Vasquez and Class Counsel will ask the Court to approve the following deductions from the Gross Settlement:

- A. Up to one-third (1/3) of the GSA (currently estimated to be \$1,150,000.00) to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000.00 as a Class Representative Service Payment for bringing the Action, working with Class Counsel and representing the Class. The requested Service Payment will be the only monies Plaintiff Vasquez will receive other than her Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$25,000.00 to the Administrator for services administering the Settlement.
 - D. \$100,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.
3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff Vasquez and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion"), and 40% to interest and 40% to penalties (collectively, the "Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although the Parties have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date. If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If your check is already void you should consult the State of California's Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds.

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. The Parties have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
7. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks (subject to the Court's review), mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement.
8. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant Surgical Care Affiliates, LLC, as well as Defendant's former and present parents, subsidiaries, officers, shareholders, owners, directors, employees, predecessors, and successors ("Released Parties") for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully releases and discharges Defendant and Released Parties from claims, arising at any time during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, which are: (a) any and all causes of action or claims for any alleged failure by Defendant and/or Released Parties (1) to pay minimum wages, (2) to pay overtime wages, (3) to pay sick pay, (4) to provide meal periods or pay meal period premium wages, (5) to permit rest breaks or pay rest break premium wages, (6) to reimburse business expenses, (7) to provide accurate itemized wage statements, (8) to pay wages timely during employment, and (9) to timely pay wages at the end of employment; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, et seq., based on the alleged failures set forth in (a)(1) through (a)(9) above; (c) any violation of the California Labor Code arising from the claims alleged in (a)(1) through (a)(9) above, including violation of California Labor Code sections 201-204, 210, 218, 218.5, 226, 226.7, 226.8, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2804; and (d) any and all claims and causes of action under the Fair Labor Standards Act and Wage Orders for the claims alleged in (a)(1) through (a)(9). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for

vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

9. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they request exclusion from the Class portion of the Settlement. The Aggrieved Employees' Release for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees are deemed to release and discharge fully, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and the Released Parties from claims for civil penalties available under PAGA that were alleged, or reasonably could have been alleged, based on the facts alleged in the Operative Complaint and the PAGA Notice arising during the PAGA Period. Released PAGA Claims shall include (a) all claims for civil penalties recoverable under PAGA for the failure to pay minimum wages, failure to pay overtime wages, failure to pay sick pay, failure to provide meal periods or pay meal period premiums, failure to permit rest breaks or pay rest break premiums, failure to timely pay wages, including vacation pay, during employment and at termination, failure provide accurate itemized wage statements, failure to reimburse business expenses, failure to maintain accurate records; and (b) all claims for civil penalties recoverable under PAGA for the violation of California Labor Code sections 201-204, 210, 218, 218.5, 226, 226.7, 226.8, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2804.

4. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees, and to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member). The single check will combine the Individual Class Payment and the Individual PAGA Payment, if applicable.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 8 of this Notice has the Administrator's contact information.

5. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Complete and submit the Request for Exclusion Form enclosed as **Exhibit 2** or submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to

personally sign your request, identify the Action as *Abdul Sheikh, et al. v. Surgical Care Affiliates, LLC, et al.*, and include the identifying information above and approximate dates of employment for verification purposes. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.**

6. HOW DO I OBJECT TO THE SETTLEMENT?

The deadline for Participating Class Members to send written objections to the Administrator is _____. For more information on the Objection process, please see the Objection Form enclosed as **Exhibit 3**.

Before deciding whether to object, you may wish to see what the Parties are asking the Court to approve. At least 16 business days before the _____ Final Approval Hearing, Class Counsel will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses and (2) the amount Class Counsel is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel will send you copies of these documents at no cost to you. You can also view them on the Court's website <https://civilwebshopping.occourts.org/Search.do#searchAnchor> (Enter the Case Number in the search bar at the bottom of the page, and click on the "Search" button below).

7. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on _____ at (time) in Department CX105 of the Orange County Superior Court, located at 751 West Santa Ana Blvd. Santa Ana, CA 92701. It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's or the Court's website beforehand, or contact Class Counsel to verify the date and time of the Final Approval Hearing.

8. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything the Parties have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at: _____. The Administrator will post all key documents on its website, including the operative Complaint, PAGA notices and letter(s) to the LWDA, the Settlement and any amendments, the Class Notice and any included forms, the Orders Granting Preliminary and Final Approval, and the Judgment. The Judgment will be posted for at least 180 days.

You can also telephone, fax, or send an email to Class Counsel or the Administrator using the contact information listed below.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION

ABOUT THE SETTLEMENT.

<u>Class Counsel:</u> Names of Attorneys: Kashif Haque, Samuel Wong, Jessica L. Campbell, and Alexander G.L. Davies Email Address: adavies@aegislawfirm.com Name of Firm: Aegis Law Firm, PC Mailing Address: 9811 Irvine Center Drive, Suite 100 Telephone: (949) 379-6250	<u>Settlement Administrator:</u> Name of Company: CPT Group, Inc. Email Address: Mailing Address: Telephone: Fax Number:
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9. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or change your mailing address. You may use the attached as **Exhibit 1**, to update your contact information.

EXHIBIT 1

Exhibit 1

**NOTICE OF ESTIMATED SETTLEMENT SHARE &
WORKWEEK / PAY PERIOD DISPUTE FORM**

Abdul Sheikh, et al. v. Surgical Care Affiliates, LLC, et al.
Orange County Superior Court, Case No. 30-2022-01254790-CU-OE-CXC

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>>
ONLY IF (1) your personal contact information has changed, and/or (2) you wish to dispute any
of the items listed in Section (III) below. It is your responsibility to keep a current address on file
with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

**(II) Please type or print the following identifying information if your contact information
has changed:**

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Estimated Settlement Share:

According to Surgical Care Affiliates, LLC's ("Defendant") records:

- (a) you worked [] workweeks for Defendant in a non-exempt position in the State of California from October 13, 2017 to April 15, 2024 [or earlier date at Defendant's election per paragraph 8] (the "Class Period").
- (b) you worked [] pay periods for Defendant in a non-exempt position in the State of California from October 13, 2020 to April 15, 2024 (the "PAGA Period").

Based on the above, your Individual Class Payment is estimated at \$ [] and your Individual PAGA Payment (your share of penalties under the Labor Code Private Attorneys General Act ("PAGA")) is estimated at \$ [].

The Individual Class Payment and Individual PAGA Payments are calculated as follows:

- (a) Individual Class Payments are calculated by dividing each Class Member's total number of Workweeks worked within the Class Period by the total number of Workweeks worked by all Class Members within the Class Period. That fraction is then be multiplied by the Net Settlement Amount to arrive at the Individual Class Payment.

Exhibit 1

- (b) Individual PAGA Payments are calculated by dividing each Aggrieved Employee's total pay periods within the PAGA Period by the total pay periods of all Aggrieved Employees within the PAGA Period. That fraction is then multiplied by the 25% portion of the LWDA PAGA Payment to arrive at the Individual PAGA Payment.

(IV) If you disagree with items (a) and/or (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

In lieu of using this form, Class Members may also challenge the workweek and/or pay period allocation, and submit their supporting evidence or documentation, by communicating with the Administrator via fax, email, or mail.

In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice and this Form are correct as long as they are consistent with Defendant's records. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges. The Parties shall file with the Court all disputes submitted by Class Members, the evidence submitted, and the resolution of the disputes. Although the Administrator may make the initial decision regarding claim disputes, the Court may review any decision made by the settlement administrator regarding a claim dispute.

Date: _____

Signature: _____

ANY DISPUTES, ALONG WITH COPIES OF ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<60 DAYS AFTER MAILING OF CLASS NOTICE>>.

EXHIBIT 2

Exhibit 2

REQUEST FOR EXCLUSION FORM

Abdul Sheikh, et al. v. Surgical Care Affiliates, LLC, et al.
Orange County Superior Court, Case No. 30-2022-01254790-CU-OE-CXC

If you wish to exclude yourself from the settlement, you must complete this Request for Exclusion form, sign it, and mail, email, or fax it to: Settlement Administrator, CPT Group, Inc., [ADDRESS/FAX NUMBER/EMAIL ADDRESS] on or before [REDACTED], 2025.

By completing, signing, and timely submitting this form, I agree to the following:

I am or was employed in California by Surgical Care Affiliates, LLC as a non-exempt employee at some time between October 13, 2017 through April 15, 2024. I received and reviewed the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, and I wish to be ***excluded*** from the Class and ***not*** participate in the proposed settlement. I understand that by submitting this form, I will not receive payment under the settlement. However, I understand that, as an eligible Aggrieved Employee, I will receive my share of the employee portion of the PAGA Penalties and will be deemed to have released any claims arising out of PAGA, even though I am submitting a Request for Exclusion.

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Social Security Number – last 4 digits only)

EXHIBIT 3

OBJECTION FORM

Abdul Sheikh, et al. v. Surgical Care Affiliates, LLC, et al.
Orange County Superior Court, Case No. 30-2022-01254790-CU-OE-CXC

A Participating Class Member who disagrees with any aspect of the Settlement Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff Vasquez are too high or too low. If you would like to submit a written objection, you must mail, email, or fax your written objection to: Settlement Administrator, CPT Group, Inc., [ADDRESS/FAX NUMBER/EMAIL ADDRESS] on or before [REDACTED], 2025. You may use this Form to submit a written objection or you may submit your own written statement. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Abdul Sheikh, et al. v. Surgical Care Affiliates, LLC, et al.*, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

If the Court approves the settlement despite any objections, you will receive your settlement proceeds and will be bound by the terms of the settlement and release.

I object to the proposed settlement for the following reasons:

(If you need more space, please attach additional pages to this form.)

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Approximate Dates of Employment)

EXHIBIT B

**AVISO APROBADO POR LA CORTE DEL ACUERDO DE LA DEMANDA COLECTIVA Y LA
FECHA DE LA AUDIENCIA PARA LA APROBACIÓN FINAL DE LA CORTE**

Abdul Sheikh, et al. v. Surgical Care Affiliates, LLC, et al.

Caso No. 30-2022-01254790-CU-OE-CXC de la Corte Superior del Condado de Orange

*La Corte Superior para el Estado de California autorizó este Aviso. ¡Léalo cuidadosamente!
No es correo basura, spam, publicidad o solicitud de un abogado. Usted no está siendo demandado.*

Usted puede ser elegible para recibir dinero de una demanda colectiva y representativa de PAGA de empleados (“Demanda”) en contra de Surgical Care Affiliates, LLC (“Demandado” se utiliza aquí como referencia) por las supuestas violaciones de salarios y horarios. La Demanda fue presentada por empleados actuales y anteriores, Abdul Sheikh y Denise Vasquez (colectivamente, los “Demandantes”), y solicitan el pago de (1) salarios atrasados y otras compensaciones para una clase de empleados pagados por hora (“Miembros de la Clase”) que trabajaron para el Demandado en California durante el Período de la Clase (13 de octubre del 2017 hasta el 15 de abril del 2024 [o en una fecha anterior a la elección del Demandado según el párrafo 8]); y (2) sanciones conforme a la Ley General de Abogados Privados de California (“PAGA,” por sus siglas en inglés) para todos los empleados pagados por hora que trabajaron para el Demandado en California durante el Período de PAGA (13 de octubre del 2020 hasta el 15 de abril del 2024) (“Empleados Agraviados”).

La Resolución del Acuerdo de la Demanda Colectiva y de PAGA (el “Acuerdo”) propuesta tiene dos partes principales: (1) un Acuerdo de la Clase que obligue al Demandado financiar los Pagos Individuales de la Clase, y (2) un Acuerdo de PAGA que obligue al Demandado financiar los Pagos Individuales de PAGA y pague las sanciones a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA,” por sus siglas en inglés).

Según los registros del Demandado, y las suposiciones actuales de las Partes, **su Pago Individual de la Clase se estima ser de \$ _____ (menos las retenciones) y su Pago Individual de PAGA se estima ser de \$ _____**. La cantidad real que puede recibir probablemente será diferente y dependerá de una serie de factores. (Si no se indica ninguna cantidad para su Pago Individual de PAGA, entonces según los registros del Demandado usted no es elegible para un Pago Individual de PAGA conforme al Acuerdo porque no trabajó durante el Período de PAGA). Para obtener más información sobre cómo se calcularon estos totales, o si cree que trabajó más semanas laborales y/o períodos de pago durante cualquiera de los dos periodos, usted puede presentar una disputa utilizando la “Forma de Aviso de la Parte Estimada del Acuerdo y Disputa sobre las Semanas de Trabajo/Períodos de Pago”, adjunta como **Anexo 1**.

La Corte ya ha aprobado preliminarmente el Acuerdo propuesto y ha aprobado este Aviso. La Corte aún no ha decidido si concederá la aprobación final. Sus derechos legales son afectados tanto si actúa o no actúa. Lea este Aviso cuidadosamente.

El Demandado no tomará represalias en contra de usted por cualquier acción que tome con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

Usted No Tiene Que Hacer Nada Para Participar en el Acuerdo	Si usted no hace nada, usted será un Miembro Participante de la Clase, elegible para un Pago Individual de la Clase y un Pago Individual de PAGA (si lo hay). A cambio, usted renunciará a su derecho de afirmar los reclamos salariales en contra del Demandado que están cubiertos por este Acuerdo (Ver la Sección 3(9) de este Aviso con respecto los Reclamos Liberados de la Clase).
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Usted Puede Optar Por Excluirse del Acuerdo de la Clase, Pero No del Acuerdo de PAGA La Fecha Límite de Exclusión es el _____	Si no desea participar completamente en el Acuerdo propuesto, usted puede optar por excluirse del Acuerdo de la Clase enviando al Administrador una Solicitud de Exclusión utilizando la “Forma de Solicitud de Exclusión” adjunta como Anexo 2. Una vez excluido, usted será un Miembro de la Clase No Participante y ya no será elegible para un Pago Individual de la Clase o a objetar a ninguna porción del Acuerdo. Ver la Sección 5 de este Aviso. Usted no puede optar por excluirse de la porción de PAGA del Acuerdo propuesto. El Demandado debe pagar los Pagos Individuales de PAGA a todos los Empleados Agraviados y los Empleados Agraviados deben renunciar a sus derechos de presentar los Reclamos Liberados de PAGA (Ver la Sección 3(9) de este Aviso).
Los Miembros Participantes de la Clase Pueden Objetar al Acuerdo de la Clase, pero no al Acuerdo de PAGA Las Objeciones Escritas Deben Ser Presentadas antes del _____	Todos los Miembros de la Clase que no opten por la exclusión (“Miembros Participantes de la Clase”) pueden objetar a cualquier aspecto del Acuerdo propuesto. Aquellos que deseen presentar una objeción pueden utilizar la “Forma de Objeción” adjunta con este aviso como Anexo 3. La decisión de la Corte sobre la aprobación final del Acuerdo incluirá la determinación de cuánto se pagará a los Abogados de la Clase y a la Demandante Vasquez que presentó la Demanda en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los Abogados de la Clase o a la Demandante Vasquez, pero cada dólar pagado a los Abogados de la Clase y a la Demandante Vasquez reduce la cantidad total pagada a los Miembros Participantes de la Clase. Ver la Sección 6 de este Aviso.
Usted Puede Participar en la Audiencia de Aprobación Final del _____	La Audiencia de Aprobación Final de la Corte está programada para llevarse a cabo el _____. Usted no tiene que asistir, pero tiene derecho a comparecer (o contratar a un abogado para que comparezca en su nombre por su propia cuenta), en persona, por teléfono o utilizando la plataforma de comparecencia virtual de la Corte. Los Miembros Participantes de la Clase pueden objetar verbalmente al Acuerdo en la Audiencia de Aprobación Final. Ver la Sección 7 de este Aviso.
Usted Puede Disputar El Cálculo De Sus Semanas De Trabajo/Períodos de Pago Las Disputas Escritas Deben Ser Presentadas antes del _____	Las cantidades de su Pago Individual de la Clase y el Pago de PAGA (si lo hay) dependen de cuántas semanas de trabajo usted trabajó durante el Período de la Clase y cuántos períodos de pago usted trabajó durante el Período de PAGA, respectivamente. El número de Semanas de Trabajo del Período de la Clase y el número de Períodos de Pago del Período de PAGA que usted trabajó según los registros del Demandado se indican en la primera página de este Aviso. Para más información sobre estos cálculos y sobre cómo presentar cualquier disputa al respecto, consulte el Anexo 1 adjunto.

El Demandado no tomará represalias contra usted por ninguna acción que usted tome con respecto al Acuerdo propuesto.

1. ¿DE QUÉ SE TRATA ESTA DEMANDA?

La Demanda acusa al Demandado de violar las leyes laborales de California al no pagar los salarios mínimos; no pagar los salarios de las horas extras; no pagar el pago de licencia por enfermedad; no proporcionar los períodos de comida; no permitir los períodos de descanso; no reembolsar los gastos de negocio; no proporcionar las declaraciones salariales precisas y detalladas; no pagar los salarios a tiempo durante el empleo; no pagar todos los salarios adeudados a la separación del empleo; y la Violación del §§ 17200, y *siguientes* del Código de Negocios y Profesiones. Sobre la base de los mismos reclamos, los Demandantes también han afirmado un reclamo por sanciones civiles bajo la Ley General de Abogados Privados de California (§§ 2698, y *siguientes* del Código Laboral) (“PAGA,” por sus siglas en inglés). Los Demandantes son representados por los abogados en la Demanda: Samuel A. Wong, Kashif Haque, Jessica L. Campbell y Alexander G.L. Davies de Aegis Law Firm, PC (“Abogados de la Clase”).

El Demandado niega firmemente haber violado alguna ley ni haber dejado de pagar ningún salario y sostiene que cumplió con todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HA RESUELTO?

Hasta el momento, la Corte no ha hecho ninguna determinación sobre si el Demandado o los Demandantes tienen la razón sobre los méritos. Mientras tanto, las Partes contrataron a un mediador con experiencia y neutral en un esfuerzo para resolver la Demanda mediante la negociación para poner fin al caso mediante un acuerdo (resolver el caso) en lugar de continuar con el costoso y largo proceso de litigio. Las negociaciones tuvieron éxito. Mediante la firma de una extensa resolución del acuerdo por escrito (“Acuerdo”) y acordando solicitar conjuntamente a la Corte que dicte una sentencia que ponga fin a la Demanda y haga cumplir el Acuerdo, las Partes han negociado un Acuerdo propuesto que está sujeto a la Aprobación Final de la Corte. Ambas partes están de acuerdo en que el Acuerdo propuesto es un compromiso de los reclamos en disputa. Al aceptar llegar a un acuerdo, el Demandado no admite ninguna violación ni concede el mérito de ningún reclamo. La Demandante Vasquez y los Abogados de la Clase creen firmemente que el Acuerdo es un buen trato para usted porque consideran que: (1) el Demandado ha acordado pagar una cantidad justa, razonable y adecuada considerando la fuerza de los reclamos y los riesgos e incertidumbres de un litigio continuo; y (2) el Acuerdo es en el mejor interés de los Miembros de la Clase y de los Empleados Agraviados.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

1. El Demandado Pagará \$3,450,000.00 como la Cantidad Bruta del Acuerdo (“Acuerdo Bruto”). El Demandado ha acordado depositar el Acuerdo Bruto en una cuenta controlada por el Administrador del Acuerdo. Suponiendo que la Corte conceda la Aprobación Final, el Demandado financiará el Acuerdo Bruto 30 días después de la Fecha Efectiva. La Fecha Efectiva es cuando la Corte dicte una Sentencia sobre su Orden que Concede la Aprobación Final del Acuerdo y la Sentencia sea definitiva. La Sentencia es definitiva a partir de la última de las siguientes fechas: (a) el 65° día natural después de que se dicte la Sentencia, siempre que no se haya presentado ninguna petición de intervención o de anulación de la Sentencia, apelación, auto u otro procedimiento de apelación o (b) el 7° día natural después de que se haya presentado cualquier petición de intervención o de anulación de la Sentencia, apelación, auto u otro procedimiento de apelación que se opone al Acuerdo y no haya ningún derecho a presentar otros recursos o compensaciones.
2. Deducciones Aprobadas por la Corte del Acuerdo Bruto. En la Audiencia de Aprobación Final, la Demandante Vasquez y/o los Abogados de la Clase le pedirán a la Corte que apruebe las siguientes deducciones del Acuerdo Bruto, cuyas cantidades serán decididas por la Corte en la Audiencia de Aprobación Final:

- A. Hasta un-tercio del Acuerdo Bruto (actualmente estimado ser de \$1,150,000.00) a los Abogados de la Clase para los honorarios de abogados y hasta \$25,000.00 para sus gastos de litigio. Hasta la fecha, los Abogados de la Clase han trabajado e incurrido en gastos en la Demanda sin recibir ningún pago.
 - B. Hasta \$5,000.00 como el Pago de Servicio de la Representante de la Clase por presentar la Demanda, trabajar con los Abogados de la Clase y representar a la Clase. El Pago de Servicio de la Representante de la Clase será el único dinero que la Demandante Vasquez recibirá aparte del Pago Individual de la Clase y cualquier Pago Individual de PAGA de la Demandante Vasquez.
 - C. Hasta \$25,000.00 al Administrador por los servicios de administrar el Acuerdo.
 - D. Hasta \$100,000.00 para las Sanciones de PAGA, asignadas como el 75% al Pago de PAGA de la LWDA y el 25% a los Pagos Individuales de PAGA a los Empleados Agraviados sobre la base de sus Periodos de Pago de PAGA.
3. Acuerdo Neto Distribuido a los Miembros de la Clase. Después de realizar las deducciones anteriores en las cantidades aprobadas por la Corte, el Administrador distribuirá el resto del Acuerdo Bruto (el "Acuerdo Neto") realizando los Pagos Individuales de la Clase a los Miembros Participantes de la Clase según sus Semanas de Trabajo del Periodo de la Clase.
4. Impuestos Adeudados sobre los Pagos a los Miembros de la Clase. La Demandante Vasquez y el Demandado le solicitan a la Corte que apruebe una asignación del 20% de cada Pago Individual de la Clase a salarios sujetos a impuestos ("Porción Salarial") y el 40% a intereses y el 40% a las sanciones (colectivamente, la "Porción No Salarial"). La Porción Salarial está sujeta a retenciones y se declarará en las Formas W-2 del IRS. (El Demandado pagará por separado los impuestos sobre la nómina del empleador que se deben de la Porción Salarial). Los Pagos Individuales de PAGA se contabilizan como sanciones y no como salarios para los propósitos fiscales. El Administrador declarará los Pagos Individuales de PAGA y las Porciones No Salariales de los Pagos Individuales de la Clase en las Formas 1099 del IRS.

Aunque las Partes han acordado estas asignaciones, ninguna de las partes le está asesorando sobre si sus pagos están sujetos a impuestos o cuánto podría adeudar en impuestos. Usted es responsable de pagar todos los impuestos (incluyendo las sanciones e intereses sobre impuestos atrasados) sobre cualquier pago recibido del Acuerdo propuesto. Usted debe consultar a un asesor fiscal si tiene alguna pregunta sobre las consecuencias fiscales del Acuerdo propuesto.

5. Es Necesario Cobrar Prontamente Los Cheques De Pago. El anverso de cada cheque emitido para los Pagos Individuales de Clase y los Pagos Individuales de PAGA mostrará la fecha en que vence el cheque (la fecha de anulación). Si usted pierde o extravía su cheque del acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre y cuando solicite un reemplazo antes de la fecha de anulación. Si no lo cobra antes de la fecha de anulación, su cheque se cancelará automáticamente y el dinero se depositará en el Fondo de Propiedad No Reclamada del Contralor de California a su nombre. Si su cheque ya está anulado, debe consultar el Fondo de Propiedad No Reclamada del Estado de California (https://www.sco.ca.gov/search_upd.html) para obtener instrucciones sobre cómo recuperar los fondos.
6. El Acuerdo Propuesto será Nulo si la Corte Niega la Aprobación Final. Es posible que la Corte se niegue a conceder la Aprobación Final del Acuerdo o se niegue a dictar una Sentencia o se niegue a dictar una sentencia. También es posible que la Corte dicte una Sentencia que sea revocada en apelación. Las Partes han acordado que, en cualquier caso, el Acuerdo será nulo: el Demandado no pagará ningún dinero y los Miembros de la Clase no liberarán ningún reclamo en contra del Demandado.

7. Administrador La Corte ha designado a una compañía neutral, CPT Group, Inc. (el "Administrador") para que envíe este Aviso, calcule y realice los pagos, y procese las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador también decidirá las Disputas de los Miembros de la Clase sobre las Semanas de Trabajo (sujeto a la revisión de la Corte), enviará y reenviará por correo los cheques del acuerdo y las formas fiscales, y realizará otras tareas necesarias para administrar el Acuerdo.
8. Liberación de los Miembros Participantes de la Clase. Después de que la Sentencia sea definitiva y el Demandado haya financiado totalmente el Acuerdo Bruto (y haya pagado por separado todos los impuestos sobre la nómina del empleador), los Miembros Participantes de la Clase estarán legalmente prohibidos de afirmar cualquiera de los reclamos liberados bajo el Acuerdo. Esto significa que, a menos de que usted haya optado por excluirse de manera válida del Acuerdo de la Clase, no podrá demandar, continuar demandando ni ser parte de ninguna otra demanda en contra del Demandado Surgical Care Affiliates, LLC, así como contra las matrices, filiales, directivos, accionistas, propietarios, consejeros, empleados, predecesores y sucesores anteriores y actuales del Demandado por salarios basados en los hechos del Período de la Clase y sanciones de PAGA basadas en los hechos del Período de PAGA, según se alega en la Demanda y se resuelve mediante este Acuerdo.

Los Miembros Participantes de la Clase estarán obligados por la siguiente liberación:

Todos los Miembros Participantes de la Clase, en nombre de sí mismos y de sus respectivos anteriores y actuales representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, liberan y exoneran completamente al Demandado y a las Partes Liberadas de cualquiera y todas las causas de acción, reclamos, derechos, daños y perjuicios y sanciones que surgieron en cualquier momento durante el Período de la Clase que fueron alegados, o que razonablemente podrían haber sido alegados, sobre la base de los hechos establecidos en la Queja Operativa, incluyendo, pero no limitado a: (a) cualquier supuesta falta por parte del Demandado y/o las Partes Liberadas (1) pagar los salarios mínimos, (2) pagar las horas extras, (3) pagar el pago por enfermedad, (4) proporcionar los períodos de comida o pagar los salarios de primas por los períodos de comida, (5) permitir los períodos de descanso o pagar los salarios de primas por los períodos de descanso, (6) reembolsar los gastos de negocio, (7) proporcionar las declaraciones salariales precisas y detalladas, (8) pagar los salarios a tiempo durante el empleo, y (9) pagar los salarios a tiempo al final del empleo; (b) cualquier derecho o reclamo por prácticas de negocio desleales en violación de las secciones 17200, y siguientes del Código de Negocios y Profesiones de California, basado en las supuestas fallas establecidas en (a)(1) a (a)(9) anteriormente; (c) cualquier violación del Código Laboral de California que surja de la conducta alegada en (a)(1) a (a)(9) anteriormente, incluyendo, sin limitación, la violación de las secciones 201-204, 210, 218, 218.5, 226, 226.7, 226.8, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, y 2804 del Código Laboral de California; y (d) cualquier otra ley estatal o federal aplicable, incluyendo la Ley de Normas Laborales Justas, y cualquier otro estatuto, ordenanza, norma y/o reglamento (Orden Salarial) que impone responsabilidad y/u obligaciones que podrían ser presentadas sobre la base de las alegaciones de la Queja. Excepto como se establece en la Sección 5.3 de la Resolución del Acuerdo, los Miembros Participantes de la Clase no liberan ningún otro reclamo, incluyendo los reclamos por beneficios adquiridos, despido injustificado, violación de la Ley de Equidad en el Empleo y la Vivienda, seguro de desempleo, discapacidad, seguro social, compensación laboral, o los reclamos basados en hechos que ocurrieron fuera del Período de la Clase.

9. Liberación de PAGA de los Empleados Agraviados. Una vez que la sentencia de la Corte sea final, y el Demandado haya pagado el Acuerdo Bruto (y pagado por separado los impuestos sobre la nómina por parte del empleador), todos los Empleados Agraviados no podrán afirmar reclamos de PAGA en contra del Demandado, ya sea que se excluyan o no del Acuerdo. Las Liberaciones de los Empleados

Agraviados para los Miembros Participantes y No Participantes de la Clase son las siguientes:

Todos los Empleados Agraviados se consideran liberados y exonerados totalmente, en nombre de sí mismos y de sus respectivos anteriores y actuales representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, del Demandado y de las Partes Liberadas de cualquiera y todos los derechos y reclamos por sanciones civiles conforme a las sanciones de PAGA que surgieron durante el Período de PAGA que se alegaron, o podrían haberse alegado, sobre la base de los hechos declarados en la Queja Operativa, y en el Aviso de PAGA. Sin limitación de lo anterior, los Reclamos Liberados de PAGA incluirán (a) todos los reclamos por sanciones civiles recuperables conforme a PAGA en relación con no pagar los salarios mínimos, no pagar las horas extras, no pagar el pago por enfermedad, proporcionar los períodos de comida o pagar las primas por los períodos de comida, no permitir los períodos de descanso o pagar las primas por los períodos de descanso, no pagar oportunamente los salarios incluyendo el pago de las vacaciones, durante el empleo a la terminación, no proporcionar las declaraciones salariales precisas y detalladas, no reembolsar los gastos de negocio, no mantener los registros precisos; y (b) todos los reclamos por sanciones civiles recuperables bajo PAGA por la violación de las secciones 201-204, 210, 218, 218.5, 226, 226.7, 226.8, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, y 2804 del Código Laboral de California.

4. ¿CÓMO SE ME PAGARÁ?

El Administrador enviará, por correo de EE. UU., un solo cheque a cada Miembro Participante de la Clase (es decir, a cada Miembro de la Clase que no opte por no participar), incluyendo a aquellos que también califiquen como Empleados Agraviados, y a cada Empleado Agraviado que opte por excluirse del Acuerdo de la Clase (es decir, cada Miembro de la Clase No Participante). El único cheque combinará el Pago Individual de la Clase y el Pago Individual de PAGA, si corresponde.

Su cheque se enviará a la misma dirección que este Aviso. Si cambia su dirección, asegúrese de notificar al Administrador lo más pronto posible. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

5. ¿CÓMO ME EXCLUYO DEL ACUERDO DE LA CLASE?

Llene por completo y presente una carta escrita y firmada con **Anexo 2** o presentar una carta escrita y firmada con su nombre, dirección actual, número de teléfono y una declaración simple de que no desea participar en el Acuerdo. El Administrador lo excluirá sobre la base de cualquier escrito que comunique su solicitud de ser excluido. Asegúrese de firmar personalmente su solicitud, identifique la Demanda como *Abdul Sheikh, et al. v. Surgical Care Affiliates, LLC, et al.*, e incluir sus datos de identificación, (su nombre completo, dirección, número de teléfono y las fechas aproximadas de empleo para los propósitos de verificación). Usted debe presentar la solicitud por sí mismo. Si otra persona hace la solicitud por usted, no será válida. **Usted debe enviar al Administrador su solicitud para ser excluido antes del _____, o no será válida.**

6. ¿CÓMO OBJETO AL ACUERDO?

La fecha límite para los Miembros Participantes de la Clase para enviar objeciones por escrito al Administrador es el _____. Para obtener más información sobre el proceso de Objeción, por favor ver la Forma de Objeción adjunta como **Anexo 3**.

Antes de decidir si desea objetar, tal vez desee ver lo que las Partes le están pidiendo a la Corte que apruebe. Al menos 16 días hábiles antes de la Audiencia de Aprobación Final del _____, los Abogados de la Clase presentarán ante la Corte (1) una Petición de Aprobación Final que incluya, entre otras cosas, las

razones por las que el Acuerdo propuesto es justo, y (2) una Petición para los Honorarios, Gastos de Litigio y el Pago de Servicio declarando (i) la cantidad que los Abogados de la Clase están solicitando para los honorarios y gastos de litigio de los abogados; y (2) la cantidad que los Abogados de la Clase está solicitando como un Pago de Servicio de la Representante de la Clase. Una vez que lo soliciten razonablemente, los Abogados de la Clase (cuya información de contacto se indica en la Sección 9 de este Aviso) le enviarán copias de estos documentos sin costo alguno para usted. Usted también puede verlos en el sitio web del Administrador en <https://civilwebshopping.occourts.org/Search.do#searchAnchor>. (Introduzca el Número de Caso en la línea de búsqueda de la parte inferior de la página y haga clic en el botón "Search").

7. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Usted puede, pero no tiene que, asistir a la Audiencia de Aprobación Final el _____ a las (time) en el Departamento CX104 de la Corte Superior del Condado de Orange, ubicada en 751 West Santa Ana Blvd. Santa Ana, CA 92701. Es posible que la Corte re programe la Audiencia de Aprobación Final. Usted debe consultar el sitio web del Administrador o de la Corte de antemano, o comunicarse con los Abogados de la Clase para verificar la fecha y hora de la Audiencia de Aprobación Final.

8. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que las Partes han prometido hacer conforme al Acuerdo propuesto. La manera más fácil de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es visitar _____. El Administrador publicará todos los documentos importantes en su sitio web, incluyendo la Queja operativa, los avisos de PAGA y las cartas a la LWDA, el Acuerdo y cualquier enmienda, el Aviso de Clase y cualquier forma incluida, las Órdenes que Conceden la Aprobación Preliminar y Final, y la Sentencia. La Sentencia se publicará durante al menos 180 días.

Usted también puede llamar por teléfono, enviar un fax o un correo electrónico a los Abogados del Grupo o al Administrador utilizando la información de contacto que se indica a continuación.

NO LLAME A LA CORTE SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

<u>Abogados de la Clase:</u> Names of Attorneys: Kashif Haque, Samuel Wong, Jessica L. Campbell, and Alexander G.L. Davies Email Address: adavies@aegislawfirm.com Name of Firm: Aegis Law Firm, PC Mailing Address: 9811 Irvine Center Drive, Suite 100 Teléfono: (949) 379-6250	<u>Administrador del Acuerdo:</u> Name of Company: CPT Group, Inc. Email Address: Mailing Address: Teléfono: Número de Fax:
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9. ¿QUÉ SUCEDE SI PIERDO MI CHEQUE DEL ACUERDO?

Para recibir su cheque, usted debe notificar inmediatamente al Administrador si se muda o cambia su dirección postal. Usted puede utilizar el documento adjunto como **Anexo 1** para actualizar su información de contacto.

EXHIBIT 1

Anexo 1

AVISO DE LA PARTE ESTIMADA DEL ACUERDO & LA FORMA DE DISPUTA DE LAS SEMANAS DE TRABAJO / PERÍODOS DE PAGO

Abdul Sheikh, et al. v. Surgical Care Affiliates, LLC, et al.

Case No. 30-2022-01254790-CU-OE-CXC de la Corte Superior del Condado de Orange

Por favor, complete, firme, feche y envíe esta Forma a <<ADMINISTRATOR CONTACT INFO>> **SOLO SI** (1) su información de contacto personal ha cambiado, y/o (2) desea disputar cualquiera de las cantidades que se indican en la Sección (III) a continuación. Es su responsabilidad mantener una dirección actualizada archivada con el Administrador del Acuerdo.

(I) Por favor escriba o imprima su nombre:

(Primero, Segundo, Apellido)

(II) Por favor escriba o imprima la siguiente información de identificación si su información de contacto ha cambiado:

Nombres Anteriores (si hay alguno)

Nueva Dirección Postal

Ciudad

Estado

Código Postal

(III) Información Utilizada para Calcular Su Parte del Acuerdo Estimada:

Según los registros de Surgical Care Affiliates, LLC's ("Demandado"):

- (a) Usted trabajó ____ Semanas de Trabajo para el Demandado en una posición no exenta en el Estado de California desde el 13 de octubre del 2017 hasta el 15 de abril del 2024 [o una fecha previa de la elección del Demandado según el parrafo 8] (el "Período de la Clase").
- (b) usted trabajó __ períodos de pago para el Demandado en una posición no exenta en el Estado de California desde el 13 de octubre del 2020 hasta el 15 de abril del 2024 (el "Período de PAGA").

Sobre la base de lo anterior, su Pago de la Clase se estima en \$ ____ y su Pago de la Cantidad de PAGA (su parte de las sanciones conforme a la Ley General de Abogados Privados del Código Laboral ("PAGA")) se estima en \$ ____.

El Pago Individual por Clase y los Pagos Individuales de PAGA se calculan de la siguiente manera:

- (a) Los Pagos Individuales de la Clase se calculan dividiendo el número total de Semanas de Trabajo de cada Miembro de la Clase dentro del Período de la Clase por el número total de Semanas de Trabajo de todos los Miembros de la Clase dentro del Período de la Clase. Esa fracción se multiplica luego por la Cantidad Neta del Acuerdo para obtener el Pago Individual de la Clase.

Anexo 1

- (b) Los Pagos Individuales de PAGA se calculan dividiendo el total de períodos de pago de cada Empleado Agraviado dentro del Período de PAGA por el total de Períodos de Pago de todos los Empleados Agraviados dentro del Período de PAGA. Esa fracción se multiplica luego por la porción del 25% del Pago de PAGA de LWDA para llegar al Pago Individual de PAGA.
- (IV) Si no está de acuerdo con las secciones (a) y/o (b) de la sección (III) anterior, por favor explique por qué en el espacio proporcionado a continuación e incluya copias de cualquier prueba o documentación de apoyo con esta forma:

En lugar de utilizar esta forma, los Miembros de la Clase también pueden disputar la asignación de las semanas de trabajo y/o los períodos de pago, y presentar sus pruebas o documentación justificativas, comunicándose con el Administrador por fax, correo electrónico o correo postal.

En ausencia de documentación que indique lo contrario, el Administrador tiene derecho a presumir que las semanas laborales y/o los períodos de pago de PAGA que figuran en el Aviso de la Clase y en esta Forma son correctos, siempre y cuando sean coherentes con los registros del Demandado. El Administrador proporcionará sin demora copias de todas las impugnaciones al cálculo de las semanas laborales y/o los períodos de pago de PAGA a los Abogados de la Defensa y a los Abogados de la Clase, así como la resolución del Administrador sobre las impugnaciones. Las partes presentarán ante el tribunal todas las disputas presentadas por los miembros de la clase, las pruebas presentadas y la resolución de las disputas. Aunque el administrador puede tomar la decisión inicial sobre las disputas relacionadas con las reclamaciones, la Corte puede revisar cualquier decisión tomada por el administrador del acuerdo sobre una disputa relacionada con el reclamo.

Fecha: _____

Firma: _____

CUALQUIER DISPUTA, JUNTO CON CUALQUIER DOCUMENTACIÓN DE APOYO, DEBE TENER EL SELLO POSTAL A NO MÁS TARDAR EL <<60 DAYS AFTER MAILING OF CLASS NOTICE>>.

EXHIBIT 2

Anexo 2

FORMA DE SOLICITUD DE EXCLUSIÓN

Abdul Sheikh, et al. v. Surgical Care Affiliates, LLC, et al.

Case No. 30-2022-01254790-CU-OE-CXC de la Corte Superior del Condado de Orange

Si usted desea excluirse del acuerdo, usted debe llenar por completo esta forma de Solicitud de Exclusión, firmarla y enviarla por correo, correo electrónico o fax a: Administrador del Acuerdo, CPT Group, Inc., [ADDRESS/FAX NUMBER/EMAIL ADDRESS] el o antes del _____ del 2025.

Al completar, firmar y enviar oportunamente esta forma, acepto lo siguiente:

Estoy o estuve empleado en California por Surgical Care Affiliates, LLC como un empleado no exento en algún momento entre el 13 de octubre del 2017 hasta el 15 de abril del 2024. Yo recibí y revisé el Aviso del Acuerdo de Demanda Colectiva y Fecha de Audiencia para la Aprobación Final de la Corte aprobado por la corte, y deseo ser *excluido* de la Demanda Colectiva y no participar en el acuerdo propuesto. Entiendo que al enviar esta forma, no recibiré ningún pago conforme al acuerdo. Sin embargo, entiendo que, como un Empleado Agraviado elegible, yo recibiré mi parte de la porción de empleado de las Sanciones de PAGA y se considerará que he liberado cualquier reclamo que surja de PAGA, aunque esté enviando una Solicitud de Exclusión.

Fecha: _____

(Firma)

(Nombre Escrito o Impreso)

(Dirección)

(Ciudad, Estado, Código Postal)

(Número de Teléfono, Incluyendo el Código de Área)

(Número de Seguro Social – solo los últimos cuatro dígitos)

EXHIBIT 3

Forma de Objeción

Abdul Sheikh, et al. v. Surgical Care Affiliates, LLC, et al.

Caso No. 30-2022-01254790-CU-OE-CXC de la Corte Superior del Condado de Orange

Los Miembros Participantes de la Clase que no estén de acuerdo con cualquier aspecto de la Resolución del Acuerdo, la Moción de Aprobación Final y/o la Petición de Honorarios, Gastos de Litigio y Pago de Servicios pueden presentar una objeción, por ejemplo, alegando que el Acuerdo propuesto no es justo o que las cantidades solicitadas por los Abogados de la Clase o el Demandante Vasquez son demasiado altas o demasiado bajas. Si desea presentar una objeción por escrito, debe enviarla por correo postal, correo electrónico o fax a: Administrador del Acuerdo, CPT Group, Inc., [ADDRESS/FAX NUMBER/EMAIL ADDRESS] antes del _____ del 2025. Usted puede utilizar esta Forma para presentar una objeción por escrito o puede presentar su propia declaración por escrito. Asegúrese de indicar al Administrador a qué se opone, por qué se opone y cualquier hecho que respalde su objeción. Asegúrese de identificar la acción, *Abdul Sheikh, et al. v. Surgical Care Affiliates, LLC, et al.*, e incluya su nombre, dirección actual, número de teléfono y fechas aproximadas de empleo para el demandado y firme la objeción.

Alternativamente, un Miembro Participante de la Clase puede objetar (o contratar personalmente a un abogado para que objete por su cuenta) asistiendo a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para decirle a la Corte a qué se opone, por qué se opone y cualquier hecho que apoye su objeción.

Si la Corte aprueba el acuerdo a pesar de las objeciones, usted recibirá los fondos del acuerdo y estará sujeto a los términos del acuerdo y la liberación.

Yo objeto al acuerdo propuesto por las siguientes razones:

(Si necesita más espacio, por favor adjunte páginas adicionales a esta forma)

Fecha: _____

(Firma)

(Nombre Escrito o Impreso)

(Dirección)

(Ciudad, Estado, Código Postal)

(Número de Teléfono, Incluyendo el Código de Área)

(Fechas Aproximadas de Empleo)