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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**

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

Section 1.41 is hereby amended to state: “Released Parties” means: Defendant Surgical Care Affiliates, LLC, as well as Defendant’s former and present parents, subsidiaries, officers, shareholders, owners, directors, employees, predecessors, and successors.

Section 5.2 is hereby amended to state: 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 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

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
28

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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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: September ²⁹____, 2025

PLAINTIFF DENISE VASQUEZ

DocuSigned by:

 D89D84C3F8A54FE...
 Denise Vasquez

Dated: September____, 2025

**DEFENDANT SURGICAL CARE
 AFFILIATES, LLC**

By:_____

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

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**.

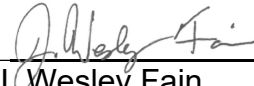
17
18 Dated: September __, 2025

PLAINTIFF DENISE VASQUEZ

19
20 _____
21 Denise Vasquez

22 Dated: October 2, 2025

**DEFENDANT SURGICAL CARE
AFFILIATES, LLC**

23
24 _____
25 By:  _____

26 J. Wesley Fain
27 Vice President
28

1
2
3 APPROVED AS TO FORM:
4

5 Dated: September __, 2025

AEGIS LAW FIRM, PC

6
7 By: _____
8 Alexander G.L. Davies
9 Attorneys for Plaintiffs

10 Dated: October 2, 2025

WILSON TURNER KOSMO LLP

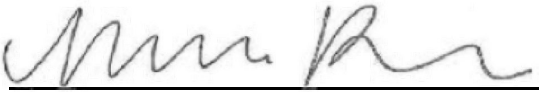
11 By:  _____
12 Marissa L. Lyftogt
13 Nicole R. Roysdon
14 Erik T. Johnson
15 Attorneys for Defendant
16 SURGICAL CARE AFFILIATES, LLC
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EXHIBIT A

**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 be 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

EXHIBIT 1

EXHIBIT 2

EXHIBIT 3