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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE

Cynthia Meza and Lola Coria Escobedo v. Pacific Eye Surgeons, a California Professional Medical Corporation; UVP Management, LLC, et al.

Superior Court of the State of California, County of San Luis Obispo, Case No. 25CV-0582

This Class Action and PAGA Settlement Agreement and Release ("Agreement") is entered into by and between Plaintiffs Cynthia Meza and Lola Coria Escobedo ("Plaintiffs"), on behalf of themselves and the Class and Aggrieved Employees defined below, and Defendants Pacific Eye Surgeons, a California Professional Medical Corporation, and UVP Management, LLC, a business entity, (collectively "Defendants"), subject to Court approval. Plaintiffs and Defendants are referred to collectively as the "Parties," or individually as a "Party."

1. DEFINITIONS

1.1 **"Action"** means the class and representative action lawsuit alleging wage and hour violations against Defendants captioned *Cynthia Meza and Lola Coria Escobedo v. Pacific Eye Surgeons, a California Professional Medical Corporation; UVP Management, LLC, et al.*, Superior Court of the State of California, County of San Luis Obispo, Case No. 25CV-0582, together with any operative complaint(s) filed therein and the PAGA Notice (hereinafter the "Action").

1.2 **"Administrator"** means ILYM 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 any current or former non-exempt employee of Defendants in California during the PAGA Period.

1.5 **"Class"** or "Settlement Class" means all current and former non-exempt employees who were employed by Defendants in California at any time during the Class Period.

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1.6 **"Class Counsel"** means Otkupman Law Firm, A Law Corporation and the Law Offices of Alex P. Katofsky, APC.

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.

1.8 **"Class Data"** means Class Member identifying information in Defendants' possession, including each Class Member's name, last-known mailing address, Social Security number, and number of Workweeks worked during the Class Period and PAGA Period.

1.9 **"Class Member"** or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or a Non-Participating Class Member (including a Non-Participating Class Member who separately qualifies as an Aggrieved Employee for PAGA purposes).

1.10 **"Class Member Address Search"** means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

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 by the Administrator.

1.12 **"Class Period"** means the period from November 8, 2022 through the date of Preliminary Approval.

1.13 **"Class Representatives"** means Plaintiffs Cynthia Meza and Lola Coria Escobedo, who shall serve as the representatives of the Settlement Class.

1.14 **"Class Representative Service Payments"** means the payments to the Class Representatives, in addition to their Individual Class Payments and Individual PAGA Payments, in recognition of their efforts and risks undertaken on behalf of the Class and Aggrieved Employees, as described in Section 3.2.1.

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1.15 **"Court"** means the Superior Court of the State of California, County of San Luis Obispo, and any appellate court which may review any order entered by the trial court related to this Settlement.

1.16 **"Defendants"** means Pacific Eye Surgeons, a California Professional Medical Corporation, and UVP Management, LLC, a business entity, and each of their respective parents, subsidiaries, affiliates, predecessors, successors, and each of their current and former officers, directors, shareholders, members, employees, and agents.

1.17 **"Defense Counsel"** means Alex Medina and Emily Stamler of Medina McKelvey LLP.

1.18 **"Effective Date"** means the date on which Final Judgment becomes final and no longer subject to appeal, following Final Approval.

1.19 **"Final Approval"** means the Court's order granting final approval of the Settlement following the Final Approval Hearing.

1.20 **"Final Approval Hearing"** means the hearing at which the Court will consider final approval of the Settlement.

1.21 **"Final Judgment"** means the judgment entered by the Court based upon Final Approval.

1.22 **"Gross Settlement Amount"** means the maximum amount Defendants shall pay in any event in exchange for the settlement and release of claims alleged in the Action, which is One Million Eight Hundred Eleven Thousand Eight Hundred Dollars ($1,811,800.00), subject to the Escalator Clause in Section 5. Defendants will separately pay any and all employer-side payroll taxes owed on the wage portions of the Individual Class Payments, in addition to the Gross Settlement Amount. 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 Payments, and the Administration Expenses Payment. None of the Gross Settlement Amount will revert to Defendants.

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1.23 **"Individual Class Payment"** means a 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 an Aggrieved Employee's pro rata share of thirty-five percent (35%) of the PAGA Penalties, calculated according to the number of Workweeks worked during the PAGA Period.

1.25 **"LWDA"** means the California Labor and Workforce Development Agency.

1.26 **"LWDA PAGA Payment"** means the sixty-five percent (65%) of the PAGA Penalties paid to the LWDA pursuant to Labor Code section 2699, subdivision (i), as amended by Assembly Bill 2288 (effective June 19, 2024).

1.27 **"Net Settlement Amount"** means the Gross Settlement Amount, less the Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment, in the amounts approved by the Court. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28 **"Non-Participating Class Member"** means any Class Member who timely and validly submits a Request for Exclusion.

1.29 **"PAGA"** means the Private Attorneys General Act, Labor Code sections 2698, et seq.

1.30 **"PAGA Notice"** means Plaintiffs' letter(s) to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3.

1.31 **"PAGA Penalties"** means One Hundred Thousand Dollars ($100,000.00) of the Gross Settlement Amount, allocated as civil penalties under PAGA, of which sixty-five percent ($65,000.00) will be paid to the LWDA as the LWDA PAGA Payment and thirty-five percent ($35,000.00) will be paid to Aggrieved Employees as Individual PAGA Payments, subject to Court approval.

1.32 **"PAGA Period"** means the period from June 23, 2024 through the date of Preliminary Approval.

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1.33 **"Parties"** means Plaintiffs and Defendants, collectively; "Party" means any one, individually.

1.34 **"Participating Class Member"** means a Class Member who does not submit a timely and valid Request for Exclusion.

1.35 **"Plaintiffs"** means Cynthia Meza and Lola Coria Escobedo.

1.36 **"Released Claims"** means the claims released by Class Members and Aggrieved Employees as described in Section 4.

1.37 **"Released Parties"** means Defendants and each of their respective parents, subsidiaries, affiliates, entities to which they provide or previously provided administrative or management services, predecessors, successors, insurers, and each of their current and former officers, directors, shareholders, members, partners, employees, and agents.

1.38 **"Request for Exclusion"** means a Class Member's written, signed statement, submitted to the Administrator by the Response Deadline, requesting exclusion from the Settlement.

1.39 **"Response Deadline"** means the deadline, forty-five (45) days after the initial mailing of the Class Notice, by which Class Members must submit a Request for Exclusion or objection, subject to an additional fourteen (14) days for any Class Member whose Class Notice is re-mailed.

1.40 **"Settlement"** means the settlement of the Action reflected in this Agreement, subject to Court approval.

1.41 **"Workweek"** means any week, or portion thereof, during which a Class Member or Aggrieved Employee performed at least one day of work for Defendants in California during the Class Period or PAGA Period, as applicable. Time paid, but not worked, such as vacation, medical leave, or any other type of unpaid time off, does not qualify.

2. RECITALS

2.1 **Nature of the Action.** Plaintiffs allege that Defendants failed to provide compliant meal and rest periods, failed to pay all wages owed (including at the correct regular rate of pay for

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purposes of overtime and premium payments under *Ferra v. Loews Hollywood Hotel, LLC* (2021) 56 Cal.5th 1094 and *Alvarado v. Dart Container Corp.* (2018) 4 Cal.5th 542), failed to furnish accurate itemized wage statements, failed to timely pay all wages due at separation, failed to timely pay wages during employment, failed to reimburse necessary business expenses, and failed to pay for all hours worked including overtime in violation of the California Labor Code, the applicable Wage Order(s) of the Industrial Welfare Commission, and Business and Professions Code section 17200, et seq. Plaintiffs further allege civil penalties under PAGA on behalf of themselves and other Aggrieved Employees. Defendants deny all of Plaintiffs' allegations and deny any liability whatsoever.

2.2 **Investigation and Exchange of Information.** Class Counsel conducted an investigation into the facts and law relevant to the claims and defenses in the Action, including review of Defendants' payroll and timekeeping records, wage statements, and personnel policies produced in connection with mediation. The Parties exchanged Class Data, including the number of Workweeks in the Class Period and PAGA Period, the number of Class Members and Aggrieved Employees, and average rates of pay, which Class Counsel used to evaluate the strengths and weaknesses of the claims and the reasonableness of this Settlement.

2.3 **Mediation.** The Parties participated in a mediation session before Todd A. Smith, an experienced wage-and-hour mediator, and thereafter continued arm's-length negotiations that culminated in a mediator's proposal issued by Mr. Smith on July 29, 2026, which the Parties accepted, resulting in this non-collusive, arm's-length Settlement.

2.4 **Adequacy of Investigation.** Class Counsel believes the terms of this Settlement are fair, reasonable, and adequate, and that 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.

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2.5 **No Class Certification.** The Court has not granted class certification. The Parties engaged in private mediation prior to class certification, and by way of a Motion for Preliminary Approval, will request provisional certification of the Class for settlement purposes only.

2.6 **No Other Pending Actions.** The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending action asserting claims that will be extinguished or affected by this Settlement.

2.7 **Cooperation.** The Parties agree to cooperate and take all steps reasonably necessary and appropriate to obtain Preliminary Approval and Final Approval of this Settlement and to effectuate its terms.

2.8 **Disability Discrimination-Related Claims Excluded.** Plaintiff Cynthia Meza has a separate individual lawsuit for disability discrimination and related claims against Defendants, entitled *Cynthia Meza v. Pacific Eye Surgeons, a California Professional Medical Corporation; UVP Management, LLC, a business entity, et al.*, San Luis Obispo Superior Court Case No. 25CV-0565 ("Meza's Disability Claims"). The claims in that lawsuit are expressly excluded and carved out from this Agreement in their entirety and are not released, settled, or otherwise affected by this Settlement.

2.9 **Incorporation.** Each of the foregoing Recitals is incorporated into this Agreement as if fully set forth in the body of the Agreement.

3. MONETARY TERMS

3.1 **Gross Settlement Amount.** Defendants promise to pay $1,811,800.00, and no more, as the Gross Settlement Amount (subject to the Escalator Clause in Section 5), and to separately pay any and all employer-side payroll taxes owed on the wage portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Section 8.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without 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 Defendants.

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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 Plaintiffs:** Class Representative Service Payments to Plaintiff Cynthia Meza and to Plaintiff Lola Coria Escobedo, each in an amount not more than $10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment each Plaintiff is otherwise entitled to receive as a Participating Class Member). Defendants agree not to object to a reasonable request for Class Representative Service Payments consistent with the mediator's proposal. If the Court approves a lesser amount for either or both Plaintiffs, the Administrator will retain the difference in the Net Settlement Amount. The Administrator will pay each Class Representative Service Payment using IRS Form 1099.

3.2.2 **To Class Counsel:** A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount (not more than $634,130.00), and a Class Counsel Litigation Expenses Payment for reasonable costs and expenses actually incurred in the prosecution of the Action. Defendants agree not to object to a request for these payments provided they do not exceed these amounts. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using IRS Form 1099.

3.2.3 **To the Administrator:** An Administration Expenses Payment for the Administrator's reasonable fees and costs of administering the Settlement, not to exceed the amount specified in the Administrator's bid submitted with the Motion for Preliminary Approval.

3.2.4 **PAGA Payments:** PAGA Penalties in the amount of $100,000.00 from the Gross Settlement Amount, subject to Court approval, of which sixty-five percent ($65,000.00) will be paid to the LWDA as the LWDA PAGA Payment and thirty-five percent ($35,000.00) will be paid to Aggrieved Employees as Individual PAGA Payments, consistent with Labor Code section 2699, subdivision (i), as amended by AB 2288. The Administrator will pay Individual PAGA Payments using IRS Form 1099, and will pay the LWDA PAGA Payment together with the required LWDA transmittal.

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3.2.5 **To Class Members:** The remaining Net Settlement Amount will be paid to Participating Class Members as Individual Class Payments, calculated on a pro rata basis according to each Participating Class Member's Workweeks during the Class Period, without any claim form requirement.

3.3 **No Effect on Other Compensation.** The Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment will not reduce or otherwise affect Individual Class Payments or Individual PAGA Payments except as expressly provided in the definition of Net Settlement Amount.

3.4 **Tax Characterization.** For each Individual Class Payment, twenty percent (20%) will be allocated to wages (reported on IRS Form W-2, subject to standard withholdings) and eighty percent (80%) will be allocated to penalties and interest (reported on IRS Form 1099). Individual PAGA Payments, Class Representative Service Payments, Class Counsel Fees Payment, and Class Counsel Litigation Expenses Payment will be reported entirely on IRS Form 1099. Neither Class Counsel nor the Administrator provides tax advice, and each Class Member and Aggrieved Employee is solely responsible for the proper reporting and payment of taxes on amounts received. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

4. RELEASE OF CLAIMS

4.1 **Release by Participating Class Members.** As of the Effective Date, all Participating Class Members fully and finally release Released Parties from all claims alleged, or which reasonably could have been alleged based on the facts alleged, in the Action during the Class Period, including claims for failure to provide compliant meal and rest periods, failure to pay all wages owed (including at the correct regular rate of pay for purposes of overtime and premium payments under *Ferra v. Loews Hollywood Hotel, LLC* (2021) 56 Cal.5th 1094 and *Alvarado v. Dart Container Corp.* (2018) 4 Cal.5th 542), failure to

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furnish accurate itemized wage statements, failure to timely pay all wages due at separation, failure to timely pay wages during employment, failure to reimburse necessary business expenses, and failure to pay for all hours worked including overtime in violation of the California Labor Code, the applicable Wage Order(s) of the Industrial Welfare Commission, and Business and Professions Code section 17200, et seq.

4.2 **Release by Aggrieved Employees (PAGA).** As of the Effective Date, and regardless of whether they are Participating Class Members, all Aggrieved Employees (including Non-Participating Class Members who qualify as Aggrieved Employees) fully and finally release Released Parties from all PAGA claims that were alleged, or reasonably could have been alleged based on the facts alleged, in the PAGA Notice and the Action during the PAGA Period. This release of PAGA claims applies to all Aggrieved Employees regardless of any Request for Exclusion, consistent with the representative, non-opt-out nature of PAGA claims.

4.3 **General Release by Plaintiff Lola Coria Escobedo.** In addition to the releases in Sections 4.1 and 4.2, and in exchange for her Class Representative Service Payment, Plaintiff Lola Coria Escobedo, on her own behalf, further provides Defendants and the Released Parties with a full and general release of any and all claims of any kind, known or unknown, arising at any time up to and including the Effective Date, including an express waiver of the protections of California Civil Code section 1542, set forth in Section 4.5 below.

4.4 **Limited General Release by Plaintiff Cynthia Meza.** In addition to the releases in Sections 4.1 and 4.2, and in exchange for her Class Representative Service Payment, Plaintiff Cynthia Meza, on her own behalf, further provides Defendants and the Released Parties with a limited general release, encompassing all of her individual wage-and-hour claims against Defendants arising at any time up to and including the Effective Date (whether or not alleged in the Action), including an express waiver of the protections of California Civil Code section 1542 as to her individual wage-and-hour claims only, set forth in Section 4.5 below. This limited general release does not extend to claims of Plaintiff Meza outside the wage-and-hour context, and expressly excludes and does not release Meza's Disability Claims, which remain pending and unaffected by this Agreement.

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4.5 **Civil Code Section 1542 Waiver.** As to the releases in Sections 4.3 and 4.4 only, Plaintiffs Lola Coria Escobedo and Cynthia Meza each expressly waive the protections of California Civil Code section 1542, which provides:

"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."

4.6 **No Release of Non-Waivable Claims.** Nothing in this Agreement releases claims that cannot be released as a matter of law, including claims for workers' compensation benefits, unemployment insurance benefits, and any other claims that may not lawfully be waived.

5. ESCALATOR CLAUSE

5.1 **Estimated Workweeks.** The Parties agree that the estimated number of Workweeks associated with the Class claims in the Action is 90,590 (the "Estimated Workweeks"), as represented by Defendants and relied upon by Plaintiffs in agreeing to the Gross Settlement Amount.

5.2 **Escalator.** If the actual number of Workweeks during the Class Period, as confirmed by Defendants' records provided to the Administrator in connection with Preliminary Approval, exceeds the Estimated Workweeks by more than ten percent (10%) (i.e., exceeds 99,649 Workweeks), then Defendants will increase the Gross Settlement Amount on a proportional basis (i.e., if there is an 11% increase in the number of workweeks, Defendants will increase the Gross Settlement Amount by 1%), unless Defendants elect the option described in Section 5.3.

5.3 **Defendants' Option to Cut Off the Release Period.** Should the actual Workweek count trigger the escalator described in Section 5.2, Defendants will have the option, in their sole discretion, of shortening the Class Period and/or PAGA Period release so that the resulting, reduced Workweek count no longer triggers the escalator, in lieu of paying an increased Gross Settlement Amount. If Defendants elect this option, the Class Notice and

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release provisions of this Agreement will be revised accordingly, and Class Counsel will be notified promptly so the Class Notice reflects the adjusted release period before mailing.

5.4 **No Reduction.** In no event will the Gross Settlement Amount be reduced below $1,811,800.00, regardless of whether the actual Workweek count is lower than the Estimated Workweeks.

6. PRELIMINARY APPROVAL

6.1 **Motion for Preliminary Approval.** Class Counsel will file a Motion for Preliminary Approval seeking, among other things: (a) conditional certification of the Class for settlement purposes; (b) preliminary approval of the Settlement as fair, reasonable, and adequate; (c) approval of the Class Notice and the manner of its distribution; (d) appointment of Plaintiffs as Class Representatives and Class Counsel as counsel for the Class; and (e) appointment of the Administrator.

6.2 **Defendants' Support.** Defendants will not oppose the Motion for Preliminary Approval, provided it is consistent with the terms of this Agreement.

6.3 **Class Data Production.** Within fourteen (14) days after the Court grants Preliminary Approval, Defendants will provide the Administrator with the Class Data in a Court-approved, usable electronic format. 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. Defendants have a continuing duty to immediately notify Class Counsel to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants 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.

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7. CLASS NOTICE AND ADMINISTRATION

7.1 **Mailing of Class Notice.** Within fourteen (14) days of receiving the Class Data, the Administrator will perform a Class Member Address Search and mail the Class Notice to all Class Members by first-class U.S. Mail.

7.2 **Re-Mailing.** The Administrator will perform address traces for any Class Notice returned as undeliverable and promptly re-mail to any updated address found, extending that Class Member's Response Deadline by fourteen (14) days.

7.3 **Requests for Exclusion.** Any Class Member who wishes to be excluded from the Class portion of the Settlement must submit a written, signed Request for Exclusion to the Administrator by the Response Deadline. A Non-Participating Class Member remains bound by the release of PAGA claims in Section 4.2 if they qualify as an Aggrieved Employee, consistent with the representative nature of PAGA.

7.4 **Objections.** Any Class Member who wishes to object to the Settlement may do so in writing by the Response Deadline, or may appear at the Final Approval Hearing, in accordance with the procedures set forth in the Class Notice. A Non-Participating Class Member has no right to object to any of the class action components of the Settlement.

7.5 **Dispute Resolution Regarding Workweeks.** Any dispute regarding a Class Member's or Aggrieved Employee's Workweeks will be resolved by the Administrator based on Defendants' business records, subject to the Class Member's right to submit contrary documentation. Disputes must be received by the Response Deadline to be considered.

8. FINAL APPROVAL

8.1 **Motion for Final Approval.** Class Counsel will file a Motion for Final Approval of the Settlement and a motion for approval of PAGA Penalties, together with a request for Final Judgment, sufficiently in advance of the Final Approval Hearing.

8.2 **LWDA Submission.** Class Counsel will submit the proposed PAGA settlement to the LWDA concurrently with the filing of the Motion for Final Approval, as required by Labor Code section 2699, subdivision (l)(2).

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8.3 **Timing of Payment.** Defendants will fund the Gross Settlement Amount, plus employer-side payroll taxes, no later than thirty (30) days after the Effective Date.

8.4 **Payments from the Gross Settlement Amount.** Within 14 days after Defendants fully fund the Gross Settlement Amount, the Administrator will 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.

8.4.1 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 (not less than 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.

8.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned 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

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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.

8.4.3 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).

8.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants 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.

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

8.4.6 **Waiver of Right to Appeal.** Provided the Final 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 Final 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 Final Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Final Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

8.4.7 **Appellate Court Orders to Vacate, Reverse, or Materially Modify Final Judgment.** If the reviewing Court vacates, reverses, or modifies the Final Judgment in a

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manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), 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 Final Judgment. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment(s) or any payments to Class Counsel shall not constitute a material modification of the Final Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

8.4.8 **Amended Final Judgment.** If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit a proposed amended s.

9. ADDITIONAL PROVISIONS

9.1 **No Admission of Liability.** This Agreement reflects a compromise of disputed claims. Nothing in this Agreement is, or will be construed as, an admission of liability or wrongdoing by Defendants, which Defendants expressly deny.

9.2 **Void if Not Approved.** If the Court does not grant Preliminary Approval or Final Approval in a form materially consistent with this Agreement, and the Parties are unable to agree upon modifications acceptable to the Court, this Agreement will be voidable at the election of either Party, and the Parties will return to their respective litigation positions as if this Agreement had not been executed.

9.3 **Stay of Litigation.** Upon execution of this Agreement, the Parties agree to stay the Action except as necessary to effectuate the terms of this Agreement, and to extend the time to bring the Action to trial under Code of Civil Procedure section 583.310 for the entire period of the settlement approval process.

9.4 **Cooperation.** The Parties and their counsel agree to cooperate in good faith and to execute such further documents as are reasonably necessary to effectuate this Agreement.

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9.5 **Continued Jurisdiction.** The Parties agree that the Court will retain jurisdiction over the interpretation and enforcement of this Agreement pursuant to Code of Civil Procedure section 664.6.

9.6 **Entire Agreement.** This Agreement, together with any exhibits, constitutes the entire agreement between the Parties regarding the Settlement and supersedes all prior agreements, negotiations, and understandings, whether oral or written.

9.7 **Modification.** This Agreement may be modified or amended only by a writing signed by all Parties or their counsel, subject to Court approval where required.

9.8 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

9.9 **Counterparts and Signatures.** This Agreement may be executed in counterparts, including by electronic or scanned signature, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

9.10 **Authority to Execute.** Each person executing this Agreement on behalf of a Party represents that they are authorized to do so.

9.11 **Mutual Drafting.** This Agreement is deemed to have been drafted jointly by the Parties, and no provision will be construed against any Party solely on the basis of drafting.

9.12 **Confidentiality of Mediation Communications.** This Agreement was reached following a mediator's proposal issued pursuant to a confidential mediation, and nothing in this Agreement waives the mediation confidentiality protections of California Evidence Code section 1115, et seq., except to the extent necessary to seek Court approval of the Settlement.

9.13 **Dispute Resolution.** The Parties agree that any disputes regarding this Settlement or the wording of any final settlement documents will first be submitted to Todd A. Smith for mediation/informal resolution before resort to the Court under Section 9.5.

9.14 **Confidentiality Prior to Preliminary Approval.** Plaintiffs and Class Counsel, separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each

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of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Plaintiffs and Class Counsel agree to immediately notify Defendants and Defendants' Counsel of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs and Class Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

9.15 **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 Final 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.

9.16 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement 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.

9.16.1 **Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this

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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.

9.16.2 **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.

9.16.3 **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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

9.16.4 **No Tax Advice.** Neither Plaintiffs, Class Counsel, Defendants 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.

9.16.5 **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.

9.16.6 **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

9.16.7 **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.

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9.16.8 **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.

9.16.9 **Confidentiality.** To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

9.16.10 **Use of Class Data.** Information provided to Class Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with 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.

9.16.11 **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.

9.16.12 **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.

9.16.13 **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 counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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SIGNATURES

PLAINTIFF

Dated: 10 / 16 / 2026

By: _____

Cynthia Meza

PLAINTIFF

Dated: 10 / 16 / 2026

By: Lola C. Escobedo

Lola Coria Escobedo

DEFENDANT PACIFIC EYE SURGEONS, A CALIFORNIA PROFESSIONAL MEDICAL CORPORATION

Dated: 11/10/2026

By: _____, Administrator

By its authorized representative

DEFENDANT UVP MANAGEMENT, LLC

Dated: 11/10/26

By: _____, CEO

By its authorized representative

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APPROVED AS TO FORM:

OTKUPMAN LAW FIRM, A LAW CORPORATION

Dated: 10 / 16 / 2026

By: Roman Otkupman

Roman Otkupman / Nidah Farishta, Counsel for Plaintiffs and the Settlement Class

LAW OFFICES OF ALEX P. KATOFSKY, APC

Dated: 10 / 16 / 2026

By: Alex Katofsky

Alex P. Katofsky, Counsel for Plaintiffs and the Settlement Class

MEDINA MCKELVEY LLP

Dated: October 23, 2026

By: Emily Stamler

Alex Medina / Emily Stamler, Counsel for Defendants

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