



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ALEXANDER LIMA
310.712.8154 Direct
Alexander.Lima@capstonelawyers.com

July 17, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/411>)

Subject: *Christy Williams v. SP Management Services, Inc., et al.*

Dear PAGA Administrator:

This office represents Christy Williams in connection with her claims under the California Labor Code. Ms. Williams was an employee of SP MANAGEMENT SERVICES, INC.; PAIN MANAGEMENT ASSOCIATES INC.; SEQUOIA SURGICAL PAVILION LLC; NSH CALIFORNIA, LLC; NSH MANAGEMENT OF CALIFORNIA, LLC; NATIONAL SURGICAL HOSPITALS, LLC; SEQUOIA SURGICAL CENTER, L.P.; SEQUOIA SURGICAL CENTER HOLDING COMPANY, LLC; and/or SURGERY PARTNERS, INC. For the purpose of this letter, Ms. Williams collectively refers to these entities as "SP MANAGEMENT."

The employers may be contacted directly at the addresses below:

SP MANAGEMENT SERVICES, INC.
340 SEVEN SPRINGS WAY, SUITE 600
BRENTWOOD, TN 37027

PAIN MANAGEMENT ASSOCIATES INC.
340 SEVEN SPRINGS WAY, STE 600
BRENTWOOD, TN 37027

SEQUOIA SURGICAL PAVILION LLC
2405 SHADELANDS DRIVE, SUITE 200
WALNUT CREEK, CA 94598

NSH CALIFORNIA, LLC
340 SEVEN SPRINGS WAY, SUITE 600
BRENTWOOD, TN 37027

NSH MANAGEMENT OF CALIFORNIA, LLC
340 SEVEN SPRINGS WAY, SUITE 600
BRENTWOOD, TN 37027

NATIONAL SURGICAL HOSPITALS, LLC
340 SEVEN SPRINGS WAY, SUITE 600
BRENTWOOD, TN 37027

SEQUOIA SURGICAL CENTER, L.P.
2405 SHADELANDS DRIVE, SUITE 200
WALNUT CREEK, CA 94598

SEQUOIA SURGICAL CENTER HOLDING
COMPANY, LLC
2405 SHADELANDS DRIVE, SUITE 200
WALNUT CREEK, CA 94598

SURGERY PARTNERS, INC.
340 SEVEN SPRINGS WAY, SUITE 600
BRENTWOOD, TN 37027

Ms. Williams intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Williams seeks relief on behalf of herself, the State of California, and other persons who are or were employed by SP MANAGEMENT as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

SP MANAGEMENT employed Ms. Williams as an hourly paid, non-exempt employee from approximately June 2022 to February 2025. Ms. Williams worked for SP MANAGEMENT as a Receptionist at its Pain Management Associates office location in Laguna Hills, California. During her employment, Ms. Williams typically worked eight (8) hours or more per day and five (5) days per week. By the end of her employment, Ms. Williams was compensated approximately \$20.00 per hour. Her job duties included, without limitation, answering phone calls, checking in and checking out patients for medical procedures, handling patient intake forms, and collecting insurance copayments.

SP MANAGEMENT committed each of the following Labor Code violations against Ms. Williams, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):¹

SP MANAGEMENT's Company-Wide and Uniform Payroll and HR Practices

SP MANAGEMENT SERVICES, INC. is a Tennessee corporation. PAIN MANAGEMENT ASSOCIATES INC.; SEQUOIA SURGICAL PAVILION LLC; NSH CALIFORNIA, LLC; NSH MANAGEMENT OF CALIFORNIA, LLC; and SEQUOIA SURGICAL CENTER HOLDING COMPANY, LLC are California limited liability companies, while NATIONAL SURGICAL HOSPITALS, LLC is a Delaware limited liability company. SEQUOIA SURGICAL CENTER, L.P. is a California limited partnership, and SURGERY PARTNERS, INC. is a Delaware corporation. PAIN MANAGEMENT ASSOCIATES INC. is a leading provider of premium interventional pain management in Orange County, California, and surrounding communities. SP MANAGEMENT SERVICES, INC. and PAIN MANAGEMENT ASSOCIATES INC. are wholly-owned subsidiaries of SURGERY PARTNERS, INC., a leading healthcare services company with an integrated delivery model that owns and operates more than 200 locations in 33 states, including approximately 30 surgical facilities and ancillary services in California. Upon information and belief, SP MANAGEMENT maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Brentwood, Tennessee, or Walnut Creek, California, for all non-exempt, hourly paid

¹ These facts, theories, and claims are based on Ms. Williams's experience and counsel's review of those records currently available relating to Ms. Williams's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Williams reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

employees working for SP MANAGEMENT in California, including Ms. Williams and other aggrieved employees. At all relevant times, SP MANAGEMENT issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Williams and other aggrieved employees, regardless of their location or position.

Upon information and belief, SP MANAGEMENT maintains a centralized Payroll department at its corporate headquarters in Brentwood, Tennessee, or Walnut Creek, California, which processes payroll for all non-exempt, hourly paid employees working for SP MANAGEMENT in California, including Ms. Williams and other aggrieved employees. Further, SP MANAGEMENT issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Williams and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, SP MANAGEMENT utilized the same methods and formulas when calculating wages due to Ms. Williams and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

SP MANAGEMENT willfully failed to pay all overtime wages owed to Ms. Williams and other aggrieved employees. During the relevant time period, Ms. Williams and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

During the relevant time period, SP MANAGEMENT had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Williams and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. Specifically, SP MANAGEMENT's managers pressured Ms. Williams and other aggrieved employees to record their scheduled shift start-times and shift end-times instead of their actual hours worked to limit the overtime hours employees were eligible to be compensated for. This policy of limiting overtime led Ms. Williams and other aggrieved employees to work off-the-clock after their scheduled shifts in order to complete their assigned tasks. Because SP MANAGEMENT discouraged overtime accrual, Ms. Williams and other aggrieved employees were required to complete assigned tasks outside of their scheduled shifts without being compensated for the time they worked. For example, Ms. Williams was often required to continue working after she had clocked out at her scheduled shift-end time in order to complete administrative tasks. As an example, when a patient's surgery ran longer than expected, Ms. Williams would continue working after she had clocked out to print and obtain signatures on insurance receipts, make copies, upload documents into the billing system, and file physical paperwork. Ms. Williams was also required to

work off-the-clock every Friday to prepare and review printed timesheets for payroll before she could go home for the day, which took up to ten (10) minutes per instance.

Moreover, on information and belief, SP MANAGEMENT's managers would shave off some of the time Ms. Williams and other aggrieved employees spent working in order to limit overtime accrual. For example, when Ms. Williams worked past her scheduled shift end-time and submitted a timesheet reflecting hours worked beyond her scheduled end-time, her supervisor would question her about the additional time and inform Ms. Williams that she would adjust the timesheet to remove the overtime. As a result, when Ms. Williams was required to remain at work past her scheduled shift end-time, she was not paid for all of her hours actually worked because SP MANAGEMENT's managers did not accurately record all hours worked. Thus, SP MANAGEMENT had a practice of failing to record all hours worked, and Ms. Williams and other aggrieved employees received no compensation for this time.

SP MANAGEMENT knew or should have known that as a result of these company-wide practices and/or policies, Ms. Williams and other aggrieved employees were performing their assigned duties off-the-clock after their shifts, and were suffered or permitted to perform work for which they were not paid. Because Ms. Williams and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Williams and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Moreover, SP MANAGEMENT did not pay Ms. Williams and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, SP MANAGEMENT paid Ms. Williams and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, SP MANAGEMENT failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Ms. Williams and other aggrieved employees worked overtime and received these other forms of pay, SP MANAGEMENT failed to pay all overtime wages by paying a lower overtime rate than required.

For example, SP MANAGEMENT paid Ms. Williams and other aggrieved employees incentive pay and/or nondiscretionary bonuses which were listed on Ms. Williams's and other aggrieved employees' wage statements as "BONUS DISC." During pay periods that Ms. Williams and other aggrieved employees were paid overtime wages, SP MANAGEMENT did not incorporate the incentive pay and/or nondiscretionary bonuses into Ms. Williams's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, SP MANAGEMENT paid Ms. Williams and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. SP MANAGEMENT's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Ms. Williams and other aggrieved employees on a company-wide basis.

SP MANAGEMENT's failure to pay Ms. Williams and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Williams and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SP

MANAGEMENT into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 4-2001 as “the time during which an employee is subject to the control of an employer, whether or not required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards Act.” Cal. Code Regs. Tit. 8, § 11040(2)(L) (defining “Hours Worked”).

As set forth above, as a result of SP MANAGEMENT’s policies and/or practices of limiting the amount of overtime employees could accrue and pressuring employees to record only their scheduled hours in the timekeeping system rather than actual hours worked, SP MANAGEMENT required Ms. Williams and other aggrieved employees to perform work off-the-clock after their scheduled shifts to complete work-related tasks, such as printing and obtaining signatures on insurance receipts, making copies, uploading documents into the billing system, filing physical paperwork, and preparing and reviewing printed timesheets for payroll. SP MANAGEMENT failed to track this time that Ms. Williams and other aggrieved employees spent working off-the-clock, and Ms. Williams and other aggrieved employees received no compensation for this time.

Moreover, as stated, upon information and belief, SP MANAGEMENT had a company-wide practice of having its managers adjust Ms. Williams’s and other aggrieved employees’ timesheets, and subsequently shave off some of the time Ms. Williams and other aggrieved employees worked outside of their scheduled hours, to avoid payment of additional wages.

SP MANAGEMENT did not pay at least minimum wages for all hours worked by Ms. Williams and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, SP MANAGEMENT did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, SP MANAGEMENT regularly failed to pay at least minimum wages to Ms. Williams and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Williams and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring SP MANAGEMENT into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order

provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, SP MANAGEMENT regularly failed to authorize and permit Ms. Williams and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. SP MANAGEMENT had, and continues to have, a company-wide policy and/or practice of understaffing its locations while assigning heavy workloads, including pressuring employees to keep up with a high volume of patient medical procedures scheduled each day without building in sufficient time to allow for 10-minute rest periods. Also, SP MANAGEMENT has systematically, and on a company-wide basis, understaffed some of its locations by adopting a single-staffing model for certain positions, whereby only one front desk employee was scheduled to work at certain times, thereby failing to provide adequate rest period coverage for those employees to be authorized and permitted to take rest periods. SP MANAGEMENT’s policies and/or practices resulted in a failure to provide Ms. Williams and other aggrieved employees with adequate rest period coverage because there were too few employees on duty to handle the workload of attending to patients’ appointments and other administrative tasks. Because SP MANAGEMENT did not employ or staff a sufficient number of employees to handle the heavy workload, there was no one available to relieve employees needing rest period coverage, and Ms. Williams and other aggrieved employees were not always afforded uninterrupted 10-minute rest periods. Moreover, SP MANAGEMENT failed to schedule rest periods, which further led to Ms. Williams and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, SP MANAGEMENT maintained a company-wide on-premises rest period policy, which effectively required that Ms. Williams and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Williams and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, SP MANAGEMENT effectively maintained control over Ms. Williams and other aggrieved employees during rest periods.

As a result of SP MANAGEMENT’s practices and policies, Ms. Williams and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, throughout her employment, Ms. Williams was required to forgo all of her rest periods due to the understaffing and SP MANAGEMENT’s failure to schedule rest periods for employees.

SP MANAGEMENT also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Williams and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that SP MANAGEMENT did pay Ms.

Williams and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, SP MANAGEMENT did not pay Ms. Williams and other aggrieved employees at the correct rate of pay for premiums because SP MANAGEMENT failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, SP MANAGEMENT failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Williams and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SP MANAGEMENT into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. SP MANAGEMENT has not provided Ms. Williams and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, SP MANAGEMENT has knowingly and intentionally provided Ms. Williams and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, SP MANAGEMENT issued uniform wage statements to Ms. Williams and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, SP MANAGEMENT violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because SP MANAGEMENT did not accurately record the time Ms. Williams and other aggrieved employees spent working off-the-clock, SP MANAGEMENT did not list the correct amount of gross wages and net wages earned by Ms. Williams and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, SP MANAGEMENT failed to accurately list the total number of hours worked by Ms. Williams and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Moreover, because SP MANAGEMENT did not calculate Ms. Williams's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or rest period premiums, SP MANAGEMENT did not list the correct amount of gross wages in compliance with

section 226(a)(1). For the same reason, SP MANAGEMENT failed to list the correct amount of net wages in violation of section 226(a)(5). SP MANAGEMENT also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or rest premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), SP MANAGEMENT willfully failed to maintain accurate payroll records for Ms. Williams and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, SP MANAGEMENT engaged in company-wide practices and/or policies of failing to record actual hours worked and thereby failed to keep accurate records of work period start and end times for Ms. Williams and other aggrieved employees, in violation of section 1198.

Because SP MANAGEMENT failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Williams and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Williams and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Williams and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring SP MANAGEMENT into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, SP MANAGEMENT failed to pay Ms. Williams and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Williams and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SP MANAGEMENT into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

SP MANAGEMENT willfully failed to pay Ms. Williams and other aggrieved employees who are no longer employed by SP MANAGEMENT the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving SP MANAGEMENT's employ.

Ms. Williams and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SP MANAGEMENT into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 206.5 – Release of Claims for Wages Due

California Labor Code section 206.5 prohibits employers from requiring employees to execute releases of a claim or right "on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the

employee. . . . ‘[E]xecution of a release’ includes requiring an employee, as a condition of being paid, to execute a statement of the hours he or she worked during a pay period which the employer knows to be false.”

During the relevant time period, SP MANAGEMENT required Ms. Williams and other aggrieved employees to release their claims for uncompensated hours worked and/or rest period violations, as a condition of being paid. For example, on information and belief, SP MANAGEMENT required Ms. Williams and other aggrieved employees to fill out and sign verifications on their timesheet that their timesheets were accurate and correct. SP MANAGEMENT compelled Ms. Williams and other aggrieved employees to sign these false verifications when they, in fact, had not been able to accurately record all of the hours they had worked and/or were not provided all rest periods. SP MANAGEMENT’s policy and practice of requiring Ms. Williams and other aggrieved employees to release their claims for uncompensated hours worked and/or their claims for rest period violations, as a condition to receiving their wages, is in violation of California Labor Code section 206.5.

Ms. Williams and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring SP MANAGEMENT into compliance with Labor Code section 206.5, pursuant to Labor Code sections 2699(a), (f) and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California’s Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer’s written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

SP MANAGEMENT failed to provide Ms. Williams and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). SP MANAGEMENT’s failure to provide Ms. Williams and other aggrieved employees with written notice of basic information regarding their employment with SP MANAGEMENT is in violation of Labor Code section 2810.5.

Ms. Williams and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring SP MANAGEMENT into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” SP MANAGEMENT, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Williams’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Williams seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Williams, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against SP MANAGEMENT for violations of California Labor Code sections 201, 202, 204, 206.5, 226(a), 226.7, 510, 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Williams seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', with a stylized flourish extending to the right.

Alexander Lima

Copy: SP MANAGEMENT SERVICES, INC. (via U.S. Certified Mail); PAIN MANAGEMENT ASSOCIATES INC. (via U.S. Certified Mail); SEQUOIA SURGICAL PAVILION LLC (via U.S. Certified Mail); NSH CALIFORNIA, LLC (via U.S. Certified Mail); NSH MANAGEMENT OF CALIFORNIA, LLC (via U.S. Certified Mail); NATIONAL SURGICAL HOSPITALS, LLC (via U.S. Certified Mail); SEQUOIA SURGICAL CENTER, L.P. (via U.S. Certified Mail); SEQUOIA SURGICAL CENTER HOLDING COMPANY, LLC (via U.S. Certified Mail); SURGERY PARTNERS, INC. (via U.S. Certified Mail)

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

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SP MANAGEMENT SERVICES, INC.
340 Seven Springs Way
Suite #600
Brentwood, TN 37027

9590 9402 7575 2098 7279 40

2. Article Number (Transfer from service label)
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☐ Return Receipt (electronic) \$
☐ Certified Mail
☐ Adult Signa
☐ Adult Signa
Postage \$
Total Postage \$
Sent To \$
Street and Apt.
City, State, Zi

Postmark
SP MANAGEMENT SERVICES, INC.
340 Seven Springs Way
Suite #600
Brentwood, TN 37027

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SP MANAGEMENT
SERVICES, INC.
340 Seven Springs Way
Suite #600
Brentwood, TN 37027

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

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A. Signature X ☐ Agent ☐ Addressee	1. Received by (Printed Name) C. Date of Delivery	4. Is delivery address different from item 1? ☐ Yes ☐ No If "ES", enter delivery address below:	
Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Mail ☐ Mail Restricted Delivery			
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Williams v. S.K. Myrnti

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Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail¹

☐ Adult Signatur

☐ Adult Signatur

Postage \$

Total Postage \$

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Street and Apt.

City, State, Zip

Postmark

**SURGERY
PARTNERS, INC.**
340 Seven Springs Way
Suite #600
Brentwood, TN 37027

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See Reverse for Instructions

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

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**SEQUOIA SURGICAL
CENTER HOLDING
COMPANY, LLC**
2405 Shadelands Drive
Suite #200
Walnut Creek, CA 94598

9590 9402 7575 2098 7279 26

2. Article Number (Transfer from service label)
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PS Form 3811, July 2020 PSN 7530-02-000-9053

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A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) _____

C. Date of Delivery _____

D. If delivery address different from item 1? ☐ Yes ☐ No

E. If YES, enter delivery address below: _____

F. Service Type
☐ Priority Mail Express®
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☐ Registered Mail Restricted Delivery
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Return Receipt (hardcopy)
☒ Return Receipt (electronic)

G. Extra Services & Fees (check box, add fee as appropriate)
Certified Mail Fee \$ _____
Postage \$ _____
Total Postage \$ _____
Sent To \$ _____
Street and _____
City, State _____

H. Domestic Return Receipt

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Williams, V.
Sp. Agent
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COMPANY, LLC**
2405 Shadelands Drive
Suite #200
Walnut Creek, CA 94598

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CENTER HOLDING
COMPANY, LLC
2405 Shadelands Drive
Suite #200
Walnut Creek, CA 94598

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

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**NATIONAL SURGICAL
HOSPITALS, LLC**
340 Seven Springs Way
Suite #600
Brentwood, TN 37027

3. Service Type

☐ Adult Signature
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery

4. Signature

☐ Agent
☐ Addressee
☐ Signature

5. Received by (Printed Name)

C. Date of Delivery

6. Is delivery address different from item 1? ☐ Yes ☐ No
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Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified
☐ Adult Sig
☐ Adult Sig
Postage \$
Total Post \$
Sent To \$
Street and \$
City, State, ZIP+4®
Postmark
William V.
SP Mynt.

**NATIONAL SURGICAL
HOSPITALS, LLC**
340 Seven Springs Way
Suite #600
Brentwood, TN 37027

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☐ Complete items 1, 2, and 3. ☒ Print your name and address on the reverse so that we can return the card to you.		SEQUOIA SURGICAL CENTER, L.P. 2405 Shadelands Drive Suite #200 Walnut Creek, CA 94598	
A. Signature X		B. Received by (Printed Name)	
☐ Agent ☐ Addressee		C. Date of Delivery	
D. Is delivery address different from item 1? ☐ Yes ☐ No		E. Is delivery address different from item 1? ☐ Yes ☐ No	

**SEQUOIA SURGICAL
CENTER, L.P.**
2405 Shadelands Drive
Suite #200
Walnut Creek, CA 94598

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CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

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Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified
☐ Adult Sig
☐ Adult Sig
Postage \$
Total Postage \$
Sent To \$
Street and /
City, State, ZIP+4®
Postmark
W. Illinois
St. Mary's

PAIN MANAGEMENT ASSOCIATES INC.
340 Seven Springs Way
Ste. #600
Brentwood, TN 37027

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PAIN MANAGEMENT ASSOCIATES INC.
340 Seven Springs Way
Ste. #600
Brentwood, TN 37027

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PAIN MANAGEMENT ASSOCIATES INC.
340 Seven Springs Way
Ste. #600
Brentwood, TN 37027

9590 9402 7575 2098 7279 57
7021 1970 0000 9011 4389

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B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

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☐ Priority Mail Express®
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☐ Registered Mail Restricted
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

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SEQUOIA SURGICAL
PAVILION LLC
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Suite #200
Walnut Creek, CA 94598

9590 9402 7575 2098 7279 64

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7021 1970 0000 9011 4396

WILSONS V.
SP Miguel

SEQUOIA SURGICAL
PAVILION LLC
2405 Shadelands Drive
Suite #200
Walnut Creek, CA 94598

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CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

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N.S.H CALIFORNIA, LLC
340 Seven Springs Way
Suite #600
Brentwood, TN 37027

9590 9402 7575 2098 7279 71

2. Article Number (Transfer from service label)
7021 1970 0000 9011 4402

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Signature _____
A. Addressee ☐ Agent ☐
C. Date of Delivery _____
Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

Service Type
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Adult Signature
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery

Signature Confirmation™
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7021 1970 0000 9011 4402

Williams V.
St Myer
Postmark

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified
☐ Adult Sig
☐ Adult Sig
Postage \$
Total Postage \$
Sent To \$
Street and #
City, State, ZIP+4®

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340 Seven Springs Way
Suite #600
Brentwood, TN 37027

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Extra Services & Fees (check box, add fee as appropriate) \$
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified
☐ Adult SI
☐ Adult SI
Postage \$
Total Post \$
Sent To \$
Street and
City, State

W. Williams V.
SP Mgant
Postmark

**N.S.H MANAGEMENT
OF CALIFORNIA, LLC**
340 Seven Springs Way
Suite #600
Brentwood, TN 37027

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340 Seven Springs Way
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Brentwood, TN 37027

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9590 9402 7575 2098 7279 88

2. Article Number (Transfer from service label)
7021 1970 0000 9011 4419

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C. Date of Delivery
D. Is delivery address different from item 1? Yes ☐ No ☐
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Service Type
☐ Priority Mail Express[®]
☐ Registered Mail[™]
☐ Registered Mail Restricted Delivery
☐ Adult Signature
☒ Certified Mail[®]
☐ Certified Mail Restricted Delivery
☐ Signature Confirmation[™]
☐ Delivery
☐ Signature Confirmation[™]
☐ Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Adult Mail Restricted Delivery (\$500)

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