

Kane Moon (SBN 249834)
H. Scott Leviant (SBN 200834)
Sandy Pham (SBN 352753)
MOON LAW GROUP, PC
725 South Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: hsleviant@moonlawgroup.com
E-mail: spham@moonlawgroup.com

Attorneys for Plaintiff
Billy James Pizarro

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

BILLY JAMES PIZARRO, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

POMERADO OPERATIONS, LLC, a limited
liability company dba BOULDER CREEK
POST ACUTE; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 37-2023-00012945-CU-OE-CTL

[Assigned to the Hon. Judy S. Bae, Dept. C-62]

PAGA SETTLEMENT AGREEMENT

Complaint filed: March 29, 2023

Trial date: Not set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff BILLY JAMES PIZARRO (“Plaintiff”) and defendant POMERADO OPERATIONS, LLC dba BOULDER CREEK POST ACUTE (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Pizarro v. Pomerado Operations, LLC dba Boulder Creek Post Acute* initiated on March 29, 2023 and pending in Superior Court of the State of California, County of San Diego, Case No. 37-2023-00012945-CU-OECTL.
- 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 approval of the Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant as an hourly-paid or non-exempt employee in California who worked for Defendant during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of San Diego.
- 1.8. “Defense Counsel” means Stradling Yocca Carlson & Rauth LLP, the attorneys

representing Defendant in the Action.

1.9. “Effective Date” means the date by when the following have occurred: (a) the Court enters an Order approving the PAGA Settlement, if no objections are asserted and no individual seeks to intervene in the matter; or (b) sixty-five (65) calendar days after the date of entry of the Order of the court approving the PAGA settlement, if any objections are asserted or any individual seeks to intervene in the matter but no appeal is filed; or (c) ten (10) business days after the final resolution of that appeal if the appeal is rejected, the settlement is upheld, and the settlement approval order is no longer subject to further judicial review, if a timely appeal is made.

1.10. “Gross Settlement Amount” means \$380,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses.

1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. “Judgment” means the judgment entered by the Court based upon the Order granting Approval of the Settlement.

1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).

1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

- 1.16. “PAGA Counsel” means Moon Law Group, PC, the attorneys representing Plaintiff in the Action.
- 1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.19. “PAGA Period” means the period from March 29, 2022 until and including June 18, 2024.
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.21. “PAGA Notice” means Plaintiff’s original letter to Defendant and the LWDA and Plaintiff’s amended letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- 1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (at least \$57,083.33) and the 75% to LWDA (at least \$171,250.00) in settlement of PAGA claims.
- 1.23. “Plaintiff” means Billy James Pizarro, the named plaintiff in the Action.
- 1.24. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.
- 1.26. “Released Parties” means Defendant, and any predecessor, successor, subsidiary, parent, affiliated or related entity, and each of its employees, agents, directors, and/or officers.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. “Defendant” means Pomerado Operations LLC dba Boulder Creek Post Acute, the named defendant in the Action.

1 **2. RECITALS.**

2 2.1. On March 29, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes
3 of action against Defendant for failure to pay minimum and straight time wages; failure to
4 pay overtime wages; failure to provide meal periods, failure to authorize and permit rest
5 periods, failure to indemnify necessary business expenses; failure to timely pay final wages
6 at termination, failure to provide accurate itemized wage statements; and unfair business
7 practices. On April 27, 2023, Plaintiff filed an amendment to the Complaint to substitute
8 Defendant as the correctly named entity. On June 6, 2023, Plaintiff filed a First Amended
9 Complaint alleging causes of action against Defendant for civil penalties under the Private
10 Attorneys General Act of 2004 (“PAGA”). The First Amended Complaint is the operative
11 complaint in the Action (the “Operative Complaint.”) On July 26, 2023, Plaintiff
12 dismissed class and individual claims. Defendant denies the allegations in the Operative
13 Complaint, denies any failure to comply with the laws identified in in the Operative
14 Complaint and denies any and all liability for the causes of action alleged.

15 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and
16 the LWDA by sending the PAGA Notice.

17 2.3. On June 18, 2024, the Parties participated in an all-day mediation presided over by Lynn
18 Frank, Esq., which led to this Agreement to settle the Action.

19 2.4. Prior to mediation, Plaintiff obtained, through formal and informal discovery, a
20 representative sample of time and payroll data, policy documents, and the number of
21 aggrieved employees and pay periods at issue.

22 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any
23 other pending matter or action asserting claims that will be extinguished or affected by the
24 Settlement.

25
26 **3. MONETARY TERMS.**

27 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant
28 promises to pay \$380,000.00 and no more as the Gross Settlement Amount. Defendant has

no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 1/3%, which is currently estimated to be \$126,666.67, and a PAGA Counsel Litigation Expenses Payment of not more than \$15,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. To the extent the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment are not approved and/or reduced by the Court, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed

\$10,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of at least \$228,333.33 is to be paid from the Gross Settlement Amount, with 75% (at least \$171,250.00) allocated to the LWDA PAGA Payment and 25% (at least \$57,083.33) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 292 Aggrieved Employees who worked a total 9,060 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within fifteen (15) calendar days, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the

1 Administrator must maintain the Aggrieved Employee Data in confidence, use the
2 Aggrieved Employee Data only for purposes of this Settlement and for no other purpose,
3 and restrict access to the Aggrieved Employee Data to Administrator employees who need
4 access to the Aggrieved Employee Data to effect and perform under this Agreement.
5 Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that
6 the Aggrieved Employee Data omitted employee identifying information and to provide
7 corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without
8 any extension of the deadline by which Defendant must send the Aggrieved Employee
9 Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
10 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted
11 Aggrieved Employee Data.

12 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
13 Amount by transmitting the funds to the Administrator no later than January 14, 2025.

14 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after
15 Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all
16 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
17 Payment, the PAGA Counsel Fee Payment, and the PAGA Counsel Litigation Expenses
18 Payment. Disbursement of the PAGA Counsel Fee Payment and the PAGA Counsel
19 Litigation Expenses Payment shall not precede disbursement of Individual PAGA
20 Payments.

21 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send
22 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The
23 face of each check shall prominently state the date (not less than 180 days after the
24 date of mailing) when the check will be voided. The Administrator will cancel all
25 checks not cashed by the void date. Before mailing any checks, the Settlement
26 Administrator must update the recipients' mailing addresses using the National
27 Change of Address Database.

28 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all

Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose 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 Aggrieved Employee who did not cash the check.

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

5. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Release by Aggrieved Employees: All Aggrieved Employees, including Plaintiff, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.2. Release by PAGA Counsel: PAGA Counsel release, on behalf of their present and former

attorneys, employees, agents, successors and assigns, the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. PAGA Counsel will receive only those fees awarded by the Court pursuant to this Settlement.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents; and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than forty-five (45) calendar days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order granting approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

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

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

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

1 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE**

2 Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are
3 292 Aggrieved Employees who worked 9,060 Pay Periods during the PAGA Period.

4 8.1. Increase in Pay Periods. In the event the number of Pay Periods in the PAGA Period
5 worked by Aggrieved Employees (9,060 pay periods) during the foregoing period
6 increases by more than 10%, or 906 Pay Periods, then Defendant shall, at its option, either
7 (1) increase the Gross Settlement Amount proportionally by the Pay Periods in excess of
8 9,966 Pay Periods (for example, if the increase is 11% then the settlement amount will
9 increase by 1%) or (2) cap the settlement pay periods at 9,966 without any additional
10 payments. The Administrator has a duty to perform or observe all tasks to be performed or
11 observed by the Administrator contained in this Agreement or otherwise.

12
13 **9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.**

14 9.1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
15 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
16 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
17 administration matters, and (iii) addressing such post-Judgment matters as are permitted by
18 law.

19 9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
20 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
21 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive
22 all rights to appeal from the Judgment, including all rights to post-judgment and appellate
23 proceedings, the right to file motions to vacate judgment, motions for new trial,
24 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
25 right to oppose such motions, writs or appeals. If another party appeals the Judgment, the
26 Parties' obligations to perform under this Agreement will be suspended until such time as
27 the appeal is finally resolved and the Judgment becomes final, except as to matters that do
28 not affect the amount of the Net Settlement Amount.

1 **10. ADDITIONAL PROVISIONS.**

2 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This
3 Agreement represents a compromise and settlement of highly disputed claims. Nothing in
4 this Agreement is intended or should be construed as an admission by Defendant that any
5 of the allegations in the Operative Complaint have merit or that Defendant has any liability
6 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff
7 that Defendant's defenses in the Action have merit. The Parties agree that representative
8 treatment is for purposes of this Settlement only. If, for any reason the Court does not
9 approve this Settlement, Defendant reserves all available defenses to the claims in the
10 Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement,
11 this Agreement and Parties' willingness to settle the Action will have no bearing on, and
12 will not be admissible in connection with, any litigation (except for proceedings to enforce
13 or effectuate the Settlement and this Agreement).

14 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
15 together with its attached exhibits shall constitute the entire agreement between the Parties
16 relating to the Settlement, superseding any and all oral representations, warranties,
17 covenants, or inducements made to or by any Party.

18 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
19 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
20 appropriate action required or permitted to be taken by such Parties pursuant to this
21 Agreement to effectuate its terms, and to execute any other documents reasonably required
22 to effectuate the terms of this Agreement including any amendments to this Agreement.

23 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their
24 best efforts, in good faith, to implement the Settlement by, among other things, modifying
25 the Settlement Agreement, submitting supplemental evidence and supplementing points
26 and authorities as requested by the Court. In the event the Parties are unable to agree upon
27 the form or content of any document necessary to implement the Settlement, or on any
28 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.

10.5. 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.

10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7. 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.

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

10.9. 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.

10.10. 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.

10.11. 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.

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that

violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13. 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.

10.14. 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.

10.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kane Moon, Esq.
H. Scott Leviant, Esq.
Sandy Pham, Esq.
MOON LAW GROUP, PC
725 South Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: hsleviant@moonlawgroup.com
E-mail: spham@moonlawgroup.com

To Defendant:

Shane P. Criqui, Esq.
Victoria P. McLaughlin, Esq.
STRADLING YOCCA CARLSON & RAUTH, P.C.
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660-6422
Telephone: 949 725 4000
Facsimile: 949 725 4100
E-mail: scriqui@stradlinglaw.com
E-mail: vmclaughlin@stradlinglaw.com

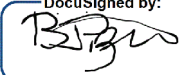
10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument 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.

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

[Signature Page Follows]

Plaintiff:

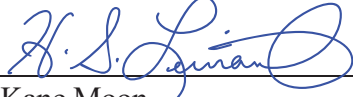
Dated: 8/8/2024

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By: _____
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Billy James Pizarro

Plaintiff's Counsel:

Dated: August 8, 2024

MOON LAW GROUP, PC

By: 
Kane Moon
H. Scott Leviant
Sandy Pham

Attorneys for Plaintiff

Defendant:

Dated: _____

POMERADO OPERATIONS, LLC dba BOULDER
CREEK POST ACUTE

By: _____
Print Name

Signature

Title

Defendant's Counsel:

Dated: _____

STRADLING YOCCA CARLSON & RAUTH LLP

By: _____
Shane P. Criqui
Victoria P. McLaughlin
Attorneys for Defendant

1 **Plaintiff:**

2 Dated: _____

By: _____
Billy James Pizarro

4 **Plaintiff's Counsel:**

5 Dated: _____

MOON LAW GROUP, PC

7 By: _____
Kane Moon
H. Scott Leviant
Sandy Pham
Attorneys for Plaintiff

11 **Defendant:**

12 Dated: 8/12/24

POMERADO OPERATIONS, LLC dba BOULDER
CREEK POST ACUTE

15 By: TIM MASON
Print Name

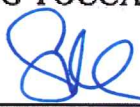
17 
Signature

19 ADMINISTRATOR
Title

21 **Defendant's Counsel:**

22 Dated: _____

STRADLING Yocca CARLSON & RAUTH LLP

24 By: 
Shane P. Criqui
~~Victoria P. McLaughlin~~
Attorneys for Defendant