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Attorneys for Plaintiff Tamika English

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

TAMIKA ENGLISH, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

HAVEN POST ACUTE, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CIVSB2424840

[Hon. Christian Towns, Dept. S26]

PAGA SETTLEMENT AGREEMENT

Complaint Filed: August 6, 2024
Trial Date: Not Set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff TAMIKA ENGLISH (“Plaintiff”) and defendant HAVEN POST ACUTE, LLC (“Defendant”). The Agreement refers to Plaintiff TAMIKA ENGLISH and Defendant HAVEN POST ACUTE, LLC collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant HAVEN POST ACUTE, LLC, captioned *English v. Haven Post Acute, LLC*, filed on August 6, 2024, and pending in the Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2424840.
- 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(s)” means all current and former hourly-paid or non-exempt employees employed by Defendant in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means all 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. “Approval Order” means the proposed Court Order Granting Approval of PAGA

1 Settlement.

2 1.8. "Court" means the Superior Court of California, County of San Bernardino.

3 1.9. "Defendant" means Haven Post Acute, LLC, the named defendant in the Action.

4 1.10. "Defense Counsel" means Jose-Manuel A. De Castro of De Castro Law Group, P.C., the
5 attorneys representing Defendant in the Action.

6 1.11. "Effective Date" means the following: (a) the date the Court enters an Order approving the
7 PAGA settlement if the LWDA does not seek to intervene in the matter; or (b) sixty-five
8 (65) calendar days after the date of entry of the Order of the court approving the PAGA
9 settlement if any objection is asserted by the LWDA or the LWDA seeks to intervene in
10 the matter but no appeal is filed; or (c) if a timely appeal is made, ten (10) business days
11 after the final resolution of that appeal if the appeal is rejected, the settlement is upheld,
12 and the settlement approval order is no longer subject to further judicial review.

13 1.12. "Gross Settlement Amount" means \$125,000.00, which is the total amount Defendant
14 agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross
15 Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA
16 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment,
17 and the Administrator's Expenses.

18 1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of
19 the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
20 Employee worked during the PAGA Period.

21 1.14. "Judgment" means the judgment entered by the Court based upon the Order granting
22 Approval of the Settlement.

23 1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency
24 entitled, under Labor Code § 2699(i).

25 1.16. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA
26 under Labor Code § 2699(i).

27 1.17. "Net Settlement Amount" constitutes the amount available from the Gross Settlement
28

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

- 1.18. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.19. “PAGA Approval Motion” means any motion filed with the Court that seeks approval of this Settlement.
- 1.20. “PAGA Counsel” means Moon Law Group, PC, the attorneys representing Plaintiff in the Action.
- 1.21. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.22. “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.
- 1.23. “PAGA Notice” means Plaintiff’s original letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a). The PAGA Notice is attached here as **Exhibit A**.
- 1.24. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to the LWDA in settlement of PAGA claims.
- 1.25. “PAGA Period” means the period from August 1, 2023, to March 31, 2025.
- 1.26. “Plaintiff” means Tamika English, the named plaintiff in the Action.
- 1.27. “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.
- 1.28. “Released Parties” means Defendant, and any predecessor, successor, subsidiary, parent, affiliated or related entity, and each of its employees, agents, directors, and/or officers.

1.29. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. **RECITALS.**

2.1. On August 6, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for failure to pay minimum wages for all hours worked, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify necessary business expenses, failure to pay wages of discharged employees, failure to provide and maintain accurate and compliant wage records, and failure to comply with California Business & Professions Code §§ 17200, et seq. On November 19, 2024, Plaintiff dismissed her class and individual wage and hour claims. On November 20, 2024, Plaintiff filed a First Amended Complaint alleging a single cause of action against Defendant for civil penalties under the Private Attorneys General Act of 2004 (“PAGA”). The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.

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

2.3. On March 13, 2025, the Parties participated in an all-day mediation presided over by Michael Ludwig, Esq., which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, all time and payroll data, policy documents, and the number of aggrieved employees and pay periods at issue.

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

1 **3. MONETARY TERMS.**

2 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
3 Defendant promises to pay \$125,000.00 and no more as the Gross Settlement Amount.
4 Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline
5 stated in Paragraph 4.1 of this Agreement. The Administrator will disburse the entire Gross
6 Settlement Amount without asking or requiring Aggrieved Employees to submit any claim
7 as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

8 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
9 the following payments from the Gross Settlement Amount, in the amounts specified by
10 the Court in the PAGA Approval:

11 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 1/3%,
12 which is currently estimated to be \$41,666.67, subject to the escalator clause, and a
13 PAGA Counsel Litigation Expenses Payment of not more than \$14,000.00. The
14 amounts paid as the PAGA Counsel Fees Payment and the PAGA Counsel
15 Litigation Expenses Payment are both subject to Court approval. Defendant will
16 not oppose requests for these payments provided that do not exceed these amounts.
17 Plaintiff and/or PAGA Counsel will file an application or motion for PAGA
18 Counsel Fees Payment and PAGA Litigation Expenses Payment. Released Parties
19 shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising
20 from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA
21 Counsel Litigation Expenses Payment. The Administrator will pay the PAGA
22 Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more
23 IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for any
24 taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel
25 Litigation Expenses Payment. PAGA Counsel holds Defendant harmless, and
26 indemnifies Defendant, from any dispute or controversy regarding any division or
27 sharing of any of these Payments.
28

- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$4,000.00, except for a showing of good cause and as approved by the Court. ILYM Group, Inc. was selected by the Parties, based on its not-to-exceed bid of \$4,000.00 for administration services.
- 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% 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' 35% share of the PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.3.2. From the PAGA Penalties, 65% shall be paid to the LWDA.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

- 4.1. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) calendar days after the Effective  Date.
- 4.2. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fee Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fee Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

- 1 4.2.1. The Administrator will issue checks for the Individual PAGA Payments and send
2 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The
3 face of each check shall prominently state the date (not less than 180 calendar days
4 after the date of mailing) when the check will be voided. The Administrator will
5 cancel all checks not cashed by the void date. Before mailing any checks, the
6 Settlement Administrator must update the recipients' mailing addresses using the
7 National Change of Address Database. Included with each check will be a one-
8 page letter describing the nature of the Individual PAGA Payment. A copy of that
9 letter is attached hereto as **Exhibit B**. The letter may be modified as directed by
10 the Court without requiring any amendment of this Settlement, and the original
11 Exhibit B shall be removed and replaced with any revised version of the letter.
- 12 4.2.2. The Administrator must conduct an Aggrieved Employee Address Search for all
13 Aggrieved Employees whose checks are returned undelivered without USPS
14 forwarding address. Within seven (7) calendar days of receiving a returned check
15 the Administrator must re-mail checks to the USPS forwarding address provided or
16 to an address ascertained through the Aggrieved Employee Address Search. The
17 Administrator need not take further steps to deliver checks to Aggrieved
18 Employees whose re-mailed checks are returned as undelivered. The Administrator
19 shall promptly send a replacement check to any Aggrieved Employee whose
20 original check was lost or misplaced, requested by the Aggrieved Employee prior
21 to the void date.
- 22 4.2.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
23 and cancelled after the void date, the Administrator shall transmit the funds
24 represented by such checks to the California Controller's Unclaimed Property Fund
25 in the name of the Aggrieved Employee who did not cash the check.
- 26 4.2.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer
27 any additional benefits or make any additional payments to the Aggrieved
28

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 Plaintiff, on behalf of Plaintiff and the State of California: Plaintiff, on behalf of herself and the State of California, releases all claims arising under PAGA that were described in Plaintiff's pre-filing PAGA Notice to the LWDA, to the extent alleged in the Operative Complaint. The PAGA Notice is attached here as **Exhibit A**.
- 5.2. Release of Additional Fees by PAGA Counsel: Other than those fees awarded by the Court pursuant to this Settlement, 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.

Plaintiff shall file an application or motion for approval of this Settlement.

- 6.1. Responsibilities of PAGA Counsel.
- 6.1.1. Drafting of the PAGA Approval Motion. PAGA Counsel 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

1 insurance coverage for any data breach, defalcation of funds or other misfeasance;
2 all facts relevant to any actual or potential conflicts of interest with Aggrieved
3 Employees or the LWDA; and the nature and extent of any financial relationship
4 with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from
5 PAGA Counsel firm attesting to its timely transmission to the LWDA of all
6 necessary PAGA documents; and (iv) all facts relevant to any actual or potential
7 conflict of interest with Aggrieved Employees and/or the Administrator.

8 6.1.2. Filing the PAGA Approval Motion. PAGA Counsel is responsible for
9 expeditiously finalizing and filing the application or motion for approval of this
10 Settlement no later than sixty (60) calendar days after the full execution of this
11 Agreement and, if necessary, obtaining a prompt hearing date for the motion and
12 appearing in Court to advocate in favor of the motion.

13 6.1.3. Delivery of the Approval Order to the Administrator. PAGA Counsel is
14 responsible for delivering the Approval Order to the Administrator.

15 6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or
16 motion for approval of this Settlement and/or the supporting declarations and documents,
17 PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the
18 Parties by meeting in person or by telephone, and in good faith, to resolve the
19 disagreement. If the Court does not grant the PAGA Approval Motion of this Settlement or
20 conditions its approval on any material change to this Agreement, PAGA Counsel and
21 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in
22 person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy
23 the Court's concerns.
24

25
26 **7. SETTLEMENT ADMINISTRATION.**

27 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve
28 as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc.

1 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in
2 this Agreement in exchange for payment of Administration Expenses. The Parties and
3 their Counsel represent that they have no interest or relationship, financial or otherwise,
4 with the Administrator other than a professional relationship arising out of prior
5 experiences administering settlements.

6 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
7 Identification Number for purposes of calculating payroll tax withholdings and providing
8 reports state and federal tax authorities.

9 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
10 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation §
11 468B-1.

12 7.4. Aggrieved Employee Data. Within fourteen (14) calendar days after the Effective Date,
13 Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a
14 Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the
15 Administrator must maintain the Aggrieved Employee Data in confidence, use the
16 Aggrieved Employee Data only for purposes of this Settlement and for no other purpose,
17 and restrict access to the Aggrieved Employee Data to Administrator employees who need
18 access to the Aggrieved Employee Data to effect and perform under this Agreement.
19 Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that
20 the Aggrieved Employee Data omitted employee identifying information and to provide
21 corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without
22 any extension of the deadline by which Defendant must send the Aggrieved Employee
23 Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
24 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted
25 Aggrieved Employee Data.
26

27 7.5. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
28 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, there were 260
3 Aggrieved Employees who worked 4,537 Pay Periods during the PAGA Period. In the event the number
4 of Pay Periods in the PAGA Period worked by Aggrieved Employees (4,537 pay periods) during the
5 foregoing period increases by more than 10% (i.e., 4,991), then Defendant shall increase the Gross
6 Settlement Amount proportionally by the Pay Periods in excess of 4,991 Pay Periods.
7

8 **9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.**

9 9.1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
10 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
11 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
12 administration matters, and (iii) addressing such post-Judgment matters as are permitted by
13 law.
14

15 9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
16 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
17 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive
18 all rights to appeal from the Judgment, including all rights to post-judgment and appellate
19 proceedings, the right to file motions to vacate judgment, motions for new trial,
20 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
21 right to oppose such motions, writs or appeals. If another party appeals the Judgment, the
22 Parties' obligations to perform under this Agreement will be suspended until such time as
23 the appeal is finally resolved and the Judgment becomes final, except as to matters that do
24 not affect the amount of the Net Settlement Amount.
25

26 **10. ADDITIONAL PROVISIONS.**

27 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This
28 Agreement represents a compromise and settlement of highly disputed claims. Nothing in

1 this Agreement is intended or should be construed as an admission by Defendant that any
2 of the allegations in the Operative Complaint have merit or that Defendant has any liability
3 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff
4 that Defendant's defenses in the Action have merit. The Parties agree that representative
5 treatment is for purposes of this Settlement only. If, for any reason the Court does not
6 approve this Settlement, Defendant reserves all available defenses to the claims in the
7 Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement,
8 this Agreement and Parties' willingness to settle the Action will have no bearing on, and
9 will not be admissible in connection with, any litigation (except for proceedings to enforce
10 or effectuate the Settlement and this Agreement).

11 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
12 together with its attached exhibits shall constitute the entire agreement between the Parties
13 relating to the Settlement, superseding any and all oral representations, warranties,
14 covenants, or inducements made to or by any Party.

15 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
16 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
17 appropriate action required or permitted to be taken by such Parties pursuant to this
18 Agreement to effectuate its terms, and to execute any other documents reasonably required
19 to effectuate the terms of this Agreement including any amendments to this Agreement.

20 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their
21 best efforts, in good faith, to implement the Settlement by, among other things, modifying
22 the Settlement Agreement, submitting supplemental evidence and supplementing points
23 and authorities as requested by the Court. In the event the Parties are unable to agree upon
24 the form or content of any document necessary to implement the Settlement, or on any
25 modification of the Agreement that may become necessary to implement the Settlement,
26 the Parties will seek the assistance of a mediator and/or the Court for resolution.

27 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not
28

1 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
2 encumber to any person or entity and portion of any liability, claim, demand, action, cause
3 of action, or right released and discharged by the Party in this Settlement.

4 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are
5 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
6 relied upon as such within the meaning of United States Treasury Department Circular 230
7 (31 CFR Part 10, as amended) or otherwise.

8 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended,
9 modified, changed, or waived only by an express written instrument signed by all Parties
10 or their representatives, and approved by the Court, except where this Agreement expressly
11 permits modifications to **Exhibit B** without further amendment of this Agreement.

12 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
13 benefit of, the successors of each of the Parties.

14 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
15 governed by and interpreted according to the internal laws of the state of California,
16 without regard to conflict of law principles.

17 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
18 this Agreement. This Agreement will not be construed against any Party on the basis that
19 the Party was the drafter or participated in the drafting.

20 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
21 during Action and in this Agreement relating to the confidentiality of information shall
22 survive the execution of this Agreement.

23 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel
24 pursuant to Evidence Code § 1152, and all copies and summaries of the PAGA Data
25 provided to PAGA Counsel by Defendant in connection with the mediation, other
26 settlement negotiations, or in connection with the Settlement, may be used only with
27 respect to this Settlement, and no other purpose, and may not be used in any way that
28

violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) calendar 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.
Mariam Ghazaryan, 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: mghazaryan@moonlawgroup.com

To Defendant:

Jose-Manuel A. de Castro, Esq.
David G. Larmore, Esq.
Lori V. Minassian, Esq.

DE CASTRO LAW GROUP, P.C.

Glenoaks Blvd., Suite 201

Los Angeles, California 91504

Tel: (310) 270-9877

Fax: (310) 341-2330

E-mail: jmdecastro@decastrolawgroup.com

E-mail: dlarmore@decastrolawgroup.com

E-mail: lminassian@decastrolawgroup.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: 4/16/2025

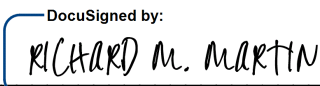
By:  Signed by: 4B29112A2A42455...
Tamika English

Defendant:

DEFENDANT, Haven Post Acute, LLC

Dated: 4/17/2025

By: RICHARD M. MARTIN
Print Name

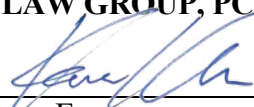
 DocuSigned by: 94CFB1CE999C4BB
Signature

Manager
Title

PAGA Counsel:

MOON LAW GROUP, PC

Dated: 04/16/2025

By: 
Kane Moon, Esq.
H. Scott Leviant, Esq.
Mariam Ghazaryan, Esq.

Attorneys for Plaintiff, Tamika English

Defendant's Counsel:

DE CASTRO LAW GROUP, P.C.

Dated: April 17, 2025

By: Jose-Manuel A. de Castro, Esq.
David G. Larmore, Esq.
Lori V. Minassian, Esq.

Attorneys for Defendant, Haven Post Acute, LLC