

# **PAGA SETTLEMENT AGREEMENT**

*Lykens v. AYA Healthcare Services, Inc.*,  
Alameda County Superior Court Case No. RG18926616

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Tyson Lykens (“Plaintiff”) and Defendant Aya Healthcare Services, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

## **1. DEFINITIONS.**

- 1.1 “Action” or “Operative Complaint” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Lykens v. AYA Healthcare Services, Inc.*, and currently pending in Alameda County Superior Court, Case No. RG18926616; any amendment to that lawsuit, or refiling of the claims in that lawsuit as an amendment to an existing lawsuit, or as a new lawsuit, as agreed by the Parties.
- 1.2 “Administrator” means Atticus Administration, LLC, 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 (“GSA”) 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 this Settlement.
- 1.4 “Aggrieved Employee” means all persons employed by Defendant in California as non-exempt travel nurse employees, including nurses, therapists, and other allied healthcare employees, 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 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.
- 1.8 “Defendant” means Aya Healthcare Services, Inc.
- 1.9 “Defense Counsel” means Marie Burke Kenny, and Ashley N. Fasano of Procopio, Cory, Hargreaves & Savitch, LLP and Mollie M. Burks and Kevin Allen of Gordon Rees Scully Mansukhani, LLP.
- 1.10 “Effective Date” means the date the Court enters Judgment on its Order Approving the PAGA Settlement.

- 1.11 “Gross Settlement Amount” means \$16,000,000 (Sixteen Million Dollars USD). 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, Named Plaintiff Service Award and General Release Payment, and the Administrator’s Expenses Payment.
- 1.12 “Individual PAGA Payment” means the Aggrieved Employees pro rata share of 25% of the PAGA Penalties to be distributed according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13 “Judgment” means the judgment entered by the Court.
- 1.14 “LWDA” means the California Labor and Workforce Development Agency.
- 1.15 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.16 “Named Plaintiff Service Award and General Release Payment” means a settlement payment to Plaintiff for prosecuting the Action and executing a general release.
- 1.17 “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, Named Plaintiff Service Award and General Release Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.18 “PAGA Counsel” means Michael D. Singer and Jeff Geraci of Cohelan Khoury & Singer and Jon M. Lebe of Lebe Law, the attorneys representing Plaintiff in the Action.
- 1.19 “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.
- 1.20 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.21 “PAGA Period” means the period from August 26, 2017 to December 31, 2024.
- 1.22 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).
- 1.23 “PAGA Notices” means Plaintiff’s August 6, 2018 and November 25, 2024 letters to Defendant and the LWDA.
- 1.24 “Plaintiff” means Tyson Lykens, the named plaintiff in the Action.

- 1.25 “PAGA Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.27 “Released Parties” means Aya Healthcare Services, Inc., and each of its former and present parent companies, subsidiaries, affiliates, divisions, joint ventures, alleged joint employers, and any clients, facilities or other entities where Aggrieved Employees were placed on assignment, and all of their past and present shareholders, officers, directors, employees, agents, servants, owners, members, investors, executors, administrators, general partners, limited partners, real or alleged alter egos, predecessors, successors, transferees, assigns, registered representatives, attorneys, insurers, partners, profit sharing, savings, health and other employee benefit plans of any nature, the successors of such plans and those plans’ respective trustees, administrators, agents, employees, attorneys, fiduciaries, and other persons acting on their behalf, and each of them, and the predecessors and successors, assigns and legal representatives of all such entities and individuals.
- 1.28 “Settlement” means the disposition of the Action by this Agreement and the Judgment.

## **2. RECITALS.**

- 2.1 On October 30, 2018, Plaintiff filed a Complaint alleging causes of action against Aya Healthcare Services, Inc., for violating PAGA by its (1) Failure to Pay Hourly and Overtime Wages; (2) Failure to Provide Meal Periods or Pay Compensation in Lieu Of; (3) Failure to Authorize Rest Periods or Pay Compensation in Lieu Of; (4) Failure to Provide Accurate Wage Statements; and (5) Failure to Pay Final Wages and Penalties to Separated Employees. Plaintiff has given notice to Defendant and the LWDA of claims for (6) Failure to Reimburse Reasonable Business Expenses, and will add that claim to the Action.
- 2.2 Pursuant to Labor Code section 2699.3(a), Plaintiff gave timely written notice to Defendant and the other Released Parties and the LWDA by sending the PAGA Notices.
- 2.3 On October 29, 2024, the Parties attended a full-day mediation with Francis “Tripper” Ortman, III, Esq. The Parties were unable to resolve the Action that day, but through continued, mediator-facilitated negotiation, the Parties reached the settlement to be presented to the Court.
- 2.4 Before mediation and negotiating the Settlement, Plaintiff obtained, through formal and informal discovery, (1) employment policies; (2) employee time and payroll records; and (3) the number of pay periods and current and former aggrieved employees between August 26, 2017 and mediation. Plaintiff and PAGA Counsel firmly believe, to the extent necessary in a PAGA action, this satisfies the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

### 3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Defendant will pay \$16,000,000, and no more, as the Gross Settlement Amount, except as provided in Paragraph 8 below. The Administrator will disburse the entire Gross Settlement Amount without 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.
- 3.3 To PAGA Counsel: PAGA Counsel will request, and Defense Counsel will not object, to an award of attorneys' fees of not more than one-third of the GSA (\$5,333,333), and PAGA Counsel Litigation Expenses Payment of \$43,000. If the Court approves a PAGA Counsel Fees Payment 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.
- 3.4 To Plaintiff Tyson Lykens: PAGA Counsel will request, and Defense Counsel will not object, to a Named Plaintiff Service Award and General Release Payment not to exceed \$20,000.
- 3.5 To the Administrator: An Administrator Expenses Payment not to exceed \$49,900, except for a showing of good cause and as approved by the Court. If the Court approves an Administrator Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.
- 3.6 To the LWDA and Aggrieved Employees: PAGA Penalties of \$10,553,767 to be paid from the Gross Settlement Amount, with 75% (\$7,915,325.25) allocated to LWDA PAGA Payment and 25% (\$2,638,441.75) allocated to Individual PAGA Payments.
- 3.7 The Administrator will calculate each Individual PAGA Payment by (a) dividing 25% of the 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 total PAGA Period Pay Periods.
- 3.8 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms and Aggrieved Employees will assume full responsibility and liability for any taxes owed.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

- 4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimate there are 30,000 Aggrieved Employees who worked a total of approximately 920,000 PAGA Pay Periods.
- 4.2 Aggrieved Employee Data. Within 30 calendar days of the effective date, Defendant will deliver Aggrieved Employee Data to the Administrator in a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Data in confidence, use it only for purposes of this Settlement and for no other purpose and restrict access to the Data to Administrator employees who need access to the Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers the Data omitted employee identifying information and to provide corrected or updated Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Data.
- 4.3 Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount by transmitting the funds in two (2) payments (the "Settlement Payments"). Defendant will fund the first Settlement Payment by transmitting \$7,683,925.00 to the Administrator no later than forty-five (45) days of the Effective Date. Defendant will fund the second Settlement Payment by transmitting \$8,316,075.00 to the Administrator no later than October 8, 2025.
- 4.4 Payments from the Gross Settlement Amount. Within thirty (30) days after receipt of the first Settlement Payment from Defendant, the Administrator will mail checks for all Individual PAGA Payments, the Administration Expenses Payment, the Named Plaintiff Service Award and General Release Payment, and will complete wire transfers of funds for the PAGA Counsel Attorneys' Fees and Expenses Payments. Disbursement of the PAGA Counsel Attorneys' Fees and Litigation Expenses Payments shall not precede disbursement of Individual PAGA Payments. No later than October 23, 2025, the Administrator will transmit the LWDA PAGA Payment to the LWDA.
  - 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
  - 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 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the 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.

4.4.2.1 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 in equal shares to the designated non-profit cy pres recipients - the National Employment Law Project (“NELP”), a non-profit advocacy organization with the mission to build a just and inclusive economy where all workers thrive in good jobs, and the San Diego County Bar Foundation, which provides grants to non-profit organizations in San Diego County, as cy pres beneficiaries in compliance with section 384 of the California Code of Civil Procedure.

4.4.2.2 Payment of Individual PAGA Payments shall not obligate Defendant to confer additional benefits or make additional payments to 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 Plaintiff’s Release. Plaintiff and any respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notices (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

5.1.1 Plaintiff’s Waiver of Rights Under Civil Code Section 1542. Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

5.2 Release by Aggrieved Employees:

Plaintiff, on behalf of the LWDA, releases all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notices and Operative Complaint.

5.3 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.

**6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

6.1 Motion for Approval. PAGA Counsel will prepare an application or motion for approval of this Settlement and provide it to Defense Counsel five days before filing.

6.2 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 (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.3 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 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.

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## **7. SETTLEMENT ADMINISTRATION.**

- 7.1 Selection of Administrator. The Parties have jointly selected Atticus Administration and will require, as a condition of appointment, that the Administrator 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 they have no interest or relationship with the Administrator, financial or otherwise, 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 section 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.

## **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ADJUSTMENT AND TERMINATION CLAUSES.**

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 30,000 Aggrieved Employees who worked 920,000 Pay Periods during the PAGA Period. Should the number of pay periods from the start of the PAGA Period through December 31, 2024, the end of the PAGA Period, increase by more than 10%, (i.e., if there are 1,012,000 or more total pay periods), Defendants shall increase the Gross Settlement Value by a proportionate amount. For example, if the number of pay periods during this period increases by 9%, the Gross Settlement Value shall not increase. If the number of pay periods during this period increases by 11%, the Gross Settlement Value shall increase by 1%. However, if the escalator clause is triggered, Defendants can unilaterally elect to modify the PAGA period to a date the pay periods do not exceed 1,012,000 pay periods.

## **9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and Settlement solely for purposes of enforcing this Agreement or Judgment, addressing settlement administration matters, and, addressing post-Judgment matters as permitted by law.

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



## 10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required to be taken to effectuate this Agreement, and to execute any other documents reasonably required to effectuate the Agreement including any amendments.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator or the Court.
- 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 will be interpreted according to California law, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties cooperated in drafting this Agreement and it will not be construed against either Party on the basis of which Party drafted it.
- 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 California Evidence Code section 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 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 set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the next business day.
- 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 given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

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To Plaintiff:

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| <b>COHELAN KHOURY &amp; SINGER</b><br>Michael D. Singer<br><a href="mailto:msinger@ckslaw.com">msinger@ckslaw.com</a><br>Jeff Geraci<br><a href="mailto:jgeraci@ckslaw.com">jgeraci@ckslaw.com</a><br>605 C Street, Suite 200<br>San Diego, CA 92101<br>Tel: (619) 595-3001/Fax: (619) 595-3000 | <b>LEBE LAW, APLC</b><br>Jonathan M. Lebe<br><a href="mailto:Jon@lebelaw.com">Jon@lebelaw.com</a><br>777 S. Alameda Street, Second Floor<br>Los Angeles, CA 90021<br>Telephone: (213) 444-1973 |
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To Defendant:

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| <b>PROCOPIO, CORY, HARGREAVES<br/>&amp; SAVITCH LLP</b><br>Marie Burke Kenny, Esq.<br><a href="mailto:marie.kenny@procopio.com">marie.kenny@procopio.com</a><br>Ashley N. Fasano, Esq.<br><a href="mailto:ashley.fasano@procopio.com">ashley.fasano@procopio.com</a><br>525 B Street, Suite 2200<br>San Diego, CA 92101<br>Tel: (619) 238-1900/Fax: (619) 235-0398 | <b>GORDON REES SCULLY<br/>MANSUKHANI, LLP</b><br>Mollie M. Burks, Esq.<br><a href="mailto:mburks@grsm.com">mburks@grsm.com</a><br>GORDON REES SCULLY<br>MANSUKHANI, LLP<br>100 Pringle Avenue, Suite 300<br>Walnut Creek, CA 94596<br>Tel: (510) 463-8600/Fax: (510) 984-1721 |
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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.

10.14 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 section 583.330 the date to bring a case to trial under Code of Civil Procedure section 583.310 shall be extended for the entire period of this settlement process.

#### FOR PLAINTIFF AND AGGRIEVED EMPLOYEES

3/4/2025

[Date]

3/4/2025

[Date]




Plaintiff, Tyson Lykens



Michael D. Singer, Esq.  
Jeff Geraci, Esq.  
Counsel for Plaintiff

**FOR DEFENDANT**


March 7, 2025  
[Date]

  
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Authorized signatory for Defendant  
Aya Healthcare Services, Inc.

Name: John Curran

Title: Chief Financial Officer

March 11, 2025  
[Date]

  
\_\_\_\_\_  
Marie Burke Kenny, Esq.  
Mollie M. Burks, Esq.  
Counsel for Defendant