

Jamie K. Serb (SBN 289601)
jamie@crosnerlegal.com
Sepideh Ardestani, Esq. (SBN 274259)
sepideh@crosnerlegal.com
Zachary M. Crosner, Esq. (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

Attorneys for Plaintiff
RHINA VILLEDA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

Rhina Villeda, as an individual and on behalf
of all others similarly situated,

Plaintiff,

v.

SOLHEIM LUTHERAN HOME, a California
corporation; and DOES 1-100 inclusive,

Defendants.

CASE NO. 21STCV45430

Assigned for All Purposes to:
Hon. Lawrence P. Riff
Dept. SSC-7

**NOTICE OF ERRATA OF DECLARATION
OF SEPIDEH ARDESTANI IN SUPPORT
OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: January 16, 2025
Time: 10:00 a.m.
Dept.: SSC-7

1
2 TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:

3 Plaintiff Rhina Villeda hereby files this errata and correction to the Declaration of
4 Sepideh Ardestani in Support of Motion for Preliminary Approval of Class Action Settlement,
5 which was filed on November 25, 2024.

6 Through inadvertence and oversight, the Declaration of Sepideh Ardestani was filed
7 without the Individual Settlement Agreement and General Release. Attached hereto as **Exhibit 1**
8 a true and correct copy of the Individual Settlement Agreement and General Release.
9 Attached hereto as **Exhibit 2** is a true and correct copy of the proof of submission that the
10 Individual Settlement Agreement and Amended Notice of Motion was uploaded to the LWDA.

11
12 Dated: November 20, 2024,

CROSNER LEGAL, P.C.

13
14 By 

15 Jamie K. Serb, Esq.
16 Sepideh Ardestani, Esq.
17 Zachary M. Crosner Esq.
Attorneys for Plaintiff
RHINA VILLEDA

EXHIBIT

1

CONFIDENTIAL
INDIVIDUAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Individual Settlement Agreement and General Release (“Agreement”) is entered into by and between Plaintiff RHINA VILLEDA (“Plaintiff”), on the one hand, and Defendant SOLHEIM LUTHERAN HOME D/B/A SOLHEIM SENIOR COMMUNITY (“Solheim” or “Defendant”), on the other hand. Plaintiff and Solheim are referred to collectively as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, on December 14, 2021, Plaintiff filed a Class Action Complaint in the Los Angeles County Superior Court (Case No. 21STCV45430) against Solheim for the following causes of action: (1) Recovery of Unpaid Minimum Wages and Liquidated Damages; (2) Recovery of Unpaid Overtime Wages; (3) Failure to Provide Meal Periods or Compensation in Lieu Thereof; (4) Failure to Provide Rest Periods or Compensation in Lieu Thereof; (5) Failure to Furnish Accurate Itemized Wage Statements; (6) Failure to Timely Pay All Wages Due Upon Separation of Employment; (7) Failure to Reimburse Business Expenses; and (8) Unfair Competition (collectively, the “Class Action”); and

WHEREAS, on May 9, 2022, Plaintiff filed a First Amended Complaint, adding a claim pursuant to the Private Attorneys General Act of 2004 (Labor Code sections 2699 et. seq.) (the “PAGA Cause of Action”); and

WHEREAS, pursuant to this Agreement, Defendant and Plaintiff now seek to resolve any and all individual claims alleged in the Class Action and pursuant to the PAGA Cause of Action against Defendant as of the Effective Date of this Agreement (the “Individual Claims in the Lawsuit”); and

WHEREAS, the Parties agree that the PAGA Cause of Action brought by Plaintiff *on behalf of* aggrieved employees and that the claims in the Class Action brought by Plaintiff *on behalf of* the putative class members outside of Plaintiff (the “Class Claims”) are not subject to this Agreement, and are instead subject to a separate written settlement agreement that the Parties are separately negotiating and memorializing; and

WHEREAS, Solheim denies all claims and allegations asserted by Plaintiff and denies it engaged in any wrongdoing whatsoever against Plaintiff; and

WHEREAS, the Parties accordingly agree that they enter into this Agreement without any admission of guilt or wrongdoing on the part of the Solheim or any current or former employees or agents of Solheim; and

WHEREAS, the Parties now wish to fully and finally resolve Plaintiff’s Individual Claims in the Lawsuit and enter into a general release in accordance with the terms, covenants, and conditions of this Agreement to avoid the uncertainty, time, and expense of litigation, and accordingly do hereby agree that the terms and release contained herein represent the full and final resolution of any and all Individual Claims in the Lawsuit;

NOW, THEREFORE, in consideration of these promises and the terms and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Terms of Settlement

In exchange for the resolution of Plaintiff's Individual Claims in the Lawsuit; Plaintiff's resignation from her employment at Solheim; the releases and provisions set forth herein; and delivery of counterpart of this Agreement duly signed by Plaintiff, Solheim hereby agrees to pay Plaintiff the sum of Twenty-Five Thousand Dollars and No Cents (\$25,000.00) (the "Settlement Payment"), which encompasses claimed and disputed claims, wages, damages, attorneys' fees, and costs. This Settlement Payment shall be fulfilled by three (3) separate checks, as follows:

- (1) One check in the amount of Ten Thousand Hundred Dollars and Zero Cents (\$10,000.00) made payable to "Crosner Legal, P.C." This check shall be mailed to Crosner Legal, P.C., 9440 Santa Monica Blvd., Suite 301, Beverly Hills, CA 90210. The amount shall be 1099 reported to "Crosner Legal, P.C." and included in the 1099-misc report to Plaintiff for the section 1.(b) sum.
- (2) One check in the amount of Five Hundred Dollars and Zero Cents (\$500.00) made payable to "Rhina Villeda," for disputed lost wages for which Defendant shall also issue an IRS Form W-2. This check shall be mailed to Rhina Villeda, 17381 Orange Way, Fontana, CA 92335.
- (3) One check in the amount of Fourteen Thousand Five Hundred Dollars and Zero Cents (\$14,500.00) made payable to "Rhina Villeda" for non-wage damages, penalties and interest for which an IRS Form 1099 shall be issued. This check shall be mailed to Rhina Villeda, 17381 Orange Way, Fontana, CA 92335.

Plaintiff acknowledges and agrees to pay -- *and to be fully and solely responsible for* -- all State, local, and federal taxes (if any) which she may be required by applicable law to pay with respect to the Settlement Payment and/or this Agreement. Plaintiff agrees to hold Solheim and the Releasees (as defined in Paragraph 2 hereof) harmless and to fully indemnify them for any costs, assessments, penalties, taxes, and/or attorneys' fees which Solheim and/or the Releasees may incur arising out of any and all claims made, sought, or imposed by the I.R.S., the Tax Board, and/or any other federal, state or local taxing board and/or agency in regard to any amounts due, or claimed to be due, by Plaintiff to such authority or agency as a result of the tax treatment of this Settlement Payment.

The Settlement Payment checks shall be mailed within thirty (30) days after all Parties have signed this Agreement and after counsel for Solheim' receipt of the fully executed W-9 form for the Trust Account -- provided that the Revocation Period has also expired, and that this Agreement has not been timely revoked pursuant to Paragraph 10.

The Settlement Payment as set forth in this paragraph shall be deemed timely delivered if paid or deposited with an overnight delivery service on or before the date the Settlement Payment is due to be delivered. Upon delivery of the Settlement Payment, Solheim will have fully met its obligations under this Agreement and will not be liable in any manner for the distribution, division, or payment of any portion of the Settlement Payment to or between Plaintiff and any counsel or employee of counsel Plaintiff may have retained and/or consulted -- including, but not limited to, Zachary Crosner, Jamie Serb, Sepideh Ardestani, as well as Crosner Legal, PC and any of its attorneys and employees. By execution of this Agreement, Plaintiff authorizes payment to be made as set forth in this Paragraph.

2. Resignation.

As part of this Agreement, Plaintiff agrees and acknowledges that she has resigned her employment with Defendant, effective on the date of the Revocation Period ending. Plaintiff also agrees and acknowledges that she has been fully paid all outstanding wages which may be owed to her by Solheim. (Plaintiff need not come into work during the period of the Revocation Period.)

3. Release.

(a) In consideration for the Settlement Payment, and except for the PAGA Cause of Action, the Class Claims, any pending workers compensation claims against Solheim, and the obligations arising out of this Agreement, Plaintiff (including her agents, successors, beneficiaries, heirs, guardians and assigns) hereby irrevocably and unconditionally releases, acquits, and forever discharges Solheim, each of Solheim's past and present subsidiaries, parents, affiliates, divisions, predecessors and successors in interest, assignees, nominees, authorized franchisees, servants, agents, investors, stockholders, directors, officers, board members, members, owners, employees, representatives, insurers, consultants, advisors, and attorneys (and the servants, agents, directors, officers, consultants, advisors, board members, members, owners, employees, representatives, insurance carriers and attorneys of any past or present subsidiaries, parents, or affiliates), and all persons acting by, through, under or in concert with Solheim and their respective heirs, successors, and assigns (collectively, "Releasees"), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses of any nature whatsoever that Plaintiff may now have, own, or claim to have against the Releasees, known or unknown, suspected or unsuspected, regarding or relating to any alleged acts or omissions by any of the Releasees that have ever arisen up to the Effective Date of this Agreement, including without limitation all claims for damages, fees and costs related to the Individual Claims in the Lawsuit; all claims related in any way to Plaintiff's employment, compensation, resignation, termination, wage or penalty related to Plaintiff's employment, and other terms and conditions of employment or termination of employment; all claims that were or could have been asserted by Plaintiff or on Plaintiff's behalf: (i) in any court or tribunal; (ii) under any public policy or common law theory; or (iii) under any employment, contract, tort, law, regulation, ordinance, or executive order; and any statutory claims and any tort arising out of Plaintiff's employment and separation of employment, including, without limitation: any and all claims or causes of action Plaintiff may now have under the Age Discrimination in Employment Act of 1967 (ADEA); Title VII of the Civil Rights Act of 1964; Civil Rights Act of 1871; Employee Retirement Income Security Act; Uniformed Services Employment and Re-Employment Rights Act, (USERRA), Sections 1981 through 1988 of Title 42 of the United States Code; Immigration Reform Control Act; Occupational Safety and Health Act (OSHA); Americans with Disabilities Act (ADA); Americans with Disabilities Act Amendments Act; Rehabilitation Act of 1973; Fair Labor Standards Act; Health Insurance Portability and Accountability Act; Equal Pay Act of 1963; Executive Order 11246; Family and Medical Leave Act; Older Workers' Benefit Protection Act; federal WARN Act; California Constitution; California statutes and regulations providing similar protection, including but not limited to the California Fair Employment & Housing Act, California Business & Professions Code section 17200 *et seq.*, the California Whistleblower Protection Act, California Code of Regulations, and Industrial Welfare Commissions' Wage Orders; Labor Code section 970, Labor Code section 2802, the Families First Coronavirus Relief Act, all as amended to date or any other federal, state or local constitution, law, order or regulation prohibiting any form of employment discrimination, harassment, retaliation, wrongful discharge and termination, violation of public policy, breach of any express or implied covenant of good faith and fair dealing, intentional or negligent infliction of mental/emotional distress,

negligence, civil battery or assault, false imprisonment, failure to accommodate, breach of a statutory duty, fraudulent inducement, fraud, negligent misrepresentation, defamation, slander, libel, damage or loss to reputation, invasion of privacy, intentional interference with contractual or business relations, unfair competition, unpaid compensation, penalties or benefits, breach of contract, any tort under federal, state or local law (including, but not limited to negligence), any claim for compensation, damages, penalties, injunctive relief, attorneys' fees or costs regarding any wage-and-hour violation, the nonpayment of any wages, including but not limited to unpaid wages or overtime wages, bonus, commissions, off-the-clock wages, minimum wages, unpaid wages, expense reimbursements, improper deductions or contributions, meal or rest period violations, paystub violations and waiting-time penalties, and any other statutory or administrative claims waivable by law and any and all other claims or causes of action arising out of Plaintiff's employment and/or separation of employment, defamation, slander, libel, damage or loss to reputation, invasion of privacy, intentional interference with contractual or business relations, unfair competition, unpaid compensation, penalties or benefits, breach of contract, any tort under federal, state or local law (including but not limited to negligence). Plaintiff agrees not to sue Solheim or Releasees for any claims herein released up to the Effective Date of this Agreement.

(b) Plaintiff acknowledges that she has been informed and is aware of the provisions of California Civil Code section 1542. Plaintiff further hereby expressly waives and relinquishes all rights and benefits which she has or may have under section 1542, which reads as follows:

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.

(c) Plaintiff further acknowledges that she understands the significance and consequences of this specific waiver of Section 1542. Plaintiff accordingly assumes full responsibility for any damages or losses sustained by her of any sort or nature that might otherwise have been or be asserted as claims in light of her waiver of Section 1542.

(d) Plaintiff further understands and agrees that this constitutes a full, complete, and final general release of any and all claims described as aforesaid, and that it is intended to and shall apply to any and all unknown, unanticipated, unsuspected and undisclosed claims, demands, liabilities, actions or causes of action, sounding in law, in equity, or otherwise, as well as those which are now known, anticipated, suspected or disclosed, to the fullest extent permitted by law. Plaintiff expressly waives all rights afforded by any statute that limits the effect of a release with respect to unknown or unsuspected claims. In addition, Plaintiff represents, warrants and agrees that this Settlement Payment is a good faith compromise of her individual claims, and that as of the date she executes this Settlement Agreement, she has been paid all wages due and owing to her from Solheim, including all regular time, overtime, commissions, expense reimbursements, bonuses, meal and rest break compensation/violations, pay stub violations and waiting time penalties and that she has no claims for unpaid compensation of any kind, including but not limited to, claims of unpaid wages, overtime wages, expense reimbursements, improper deductions or contributions, meal or rest break violations/reimbursement, pay stub violations, bonuses, commissions, waiting time penalties and any other statutory violations or administrative claims. Plaintiff agrees this release will remain in effect as a general release of her claims, notwithstanding any additional or different facts or claims she may discover about the matters herein released.

(e) The Parties agree that the general release set forth in Subparagraphs (b) – (d) do not apply to the PAGA Cause of Action, to the Class Claims, or to any pending workers compensation claims. This Agreement also does not apply to Plaintiff's requested enhancement payment in the amount of \$2,500 for her role as a representative Plaintiff in the Class Action.

3. **Dismissal of Any and All Pending Proceedings.** To the extent they are not dismissed and/or a judgment is not entered as to the Individual Claims in the Lawsuit as part of the separate settlement agreement between the Parties, Plaintiff agrees that she shall cause any and all claims and/or charges she has pending against Solheim to be dismissed in their entirety with prejudice, including all Individual Claims in the Lawsuit. (This does not include the claims on behalf of class members and aggrieved employees in the Lawsuit and Plaintiff's requested enhancement in the amount of \$2,500.00.)

4. **Covenant Not To Sue.** Plaintiff (on behalf of herself and her agents, assigns, and anyone acting on her behalf) agrees she will not make, assert, or maintain against Solheim or against any person, partnership, board member or corporation, or other Releasee released herein, any claim, demand, action or suit arising out of or in connection with the matters herein released up to the Effective Date of this Agreement.

6. **No Assignment of Released Claims.** Plaintiff represents and warrants that neither she, nor any of her agents, successors, assigns, and affiliates, have assigned or transferred or purported to transfer or assign any matter herein released, and she further agrees to indemnify and hold Solheim and Releasees harmless from and against any claim, demand, damage, debt, liability, cost or expense or cause of action, including attorneys' fees paid or incurred, arising out of any breach of these representations or warranties.

7. **Independent Legal Advice.** Each Party to this Agreement represents and agrees that their respective execution of this document comes with full knowledge of their respective rights vis-à-vis the other Party to this Agreement, and that they have received independent legal advice regarding these rights and the effect that this Agreement has on these rights.

8. **Denial of Liability.** Nothing herein shall be construed as an admission by any Party of any liability of any kind with respect to any other Party and/or Releasee(s).

9. **Medicare.** Plaintiff represents and warrants that she is not Medicare eligible for any accident(s), injury(ies), or illness(es) that have any connection with this Agreement. Plaintiff further represents and warrants that Medicare has not made any conditional payments for medical services or products received by Plaintiff (pursuant to 42 U.S.C. § 1395y(b) and the corresponding regulations) related to any accident(s), injury(ies), or illness(es) having any connection with this Agreement. Further, Plaintiff represents and warrants that, if conditional payments related to the accident(s), injury(ies), or illness(es) having any connection with this Agreement are or have been made by Medicare, then within sixty (60) days of the execution of this Agreement Plaintiff shall be solely and fully responsible for reimbursing Medicare for such conditional payments as required by Medicare Secondary Payer law, including Medicare regulations at 42 C.F.R. § 411.24(g) and (h). The Parties to this Agreement agree that all representations and warranties made herein shall survive settlement.

10. Older Worker's Benefit Act.

(a) Plaintiff acknowledges that she is knowingly and voluntarily waiving and releasing any rights she may have under the Age Discrimination in Employment Act of 1967 ("ADEA"). She also

acknowledges that the consideration given for the waiver and release set forth in this Agreement is in addition to anything of value to which she was already entitled. Plaintiff further acknowledges that she has been advised by this writing, as required by the Older Workers' Benefit Protection Act, that: (a) this waiver and release does not apply to any rights or claims that may arise after the Effective Date of this Agreement; (b) she should consult with an attorney prior to executing this Agreement; (c) she has at least twenty-one (21) days to consider this Agreement (although she may by her own choice execute this Agreement earlier and thereby waive the 21 day period); (d) she has seven (7) days following the execution of this Agreement by the Parties to revoke her release of her rights under the ADEA (the "Revocation Period"); and (e) this Agreement shall not be effective until the date upon which the Revocation Period has expired ("Effective Date"). Upon execution, Plaintiff's counsel shall provide a fully executed copy of this Agreement to Solheim's counsel, Adam C. Hackett. **Plaintiff may only revoke this Agreement by giving Mr. Hackett formal written notice of her revocation of this Agreement, which should be addressed to the attention of Adam C. Hackett, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 19191 South Vermont Avenue, Suite 950, Torrance, CA 90502, Email: adam.hackett@ogletree.com; and which must be received by Mr. Hackett by the close of business on the seventh (7th) day following Plaintiff's execution of this Agreement. The written notice of revocation shall state, "I hereby revoke my acceptance of the Settlement Agreement and General Release of All Claims." If the last day of the Revocation Period falls on a Sunday or legal holiday in the State of California, then the Revocation Period shall "roll over" and not expire until the next following day which is not a Sunday or legal holiday in the State of California.**

(b) Plaintiff acknowledges that she has already attained the age of 40, and that she understands that this is a full release of all existing claims, whether currently known or unknown, including, but not limited to, claims for age discrimination under the ADEA.

(c) Plaintiff further acknowledges that she has consulted with an attorney of her own choosing before signing this Agreement, in which she is waving important rights (including those arising under the ADEA).

(d) By executing this Agreement, Plaintiff also acknowledges that she has been afforded at least twenty-one (21) calendar days to consider the meaning and effect of this Agreement, as well as the alternatives to signing this Settlement Agreement, with an attorney of her choosing, and she affirms that she has done so. Plaintiff agrees that the twenty-one (21) day consideration period began on the date that this Agreement first was first delivered to her attorney, and that if Solheim change any of the terms of the offer contained in this Agreement (whether the changes are material or not) during that time period then the twenty-one (21) day consideration period shall not be restarted but shall instead continue on without interruption.

(e) Plaintiff understands that the releases contained in this Agreement do not extend to any rights or claims that she has under the ADEA that *first arise* after execution of this Agreement.

(f) Plaintiff acknowledges that, should she sign this Agreement before the twenty-one (21) day consideration period expires, the seven (7) day Revocation Period, described above, shall immediately begin. If Plaintiff signs this Agreement before the twenty-one (21) day consideration period expires, she agrees that she has knowingly and voluntarily accepted the shortening of the twenty-one (21) day consideration period of her own volition, and that Solheim has not promised her anything or made any representations that are not contained in this Agreement in an attempt to induce her to do so. In addition, should Plaintiff sign this Agreement before the twenty-one (21) day consideration period

expires, she also acknowledges and affirms that Solheim have not threatened to withdraw or alter the offer contained in this Agreement prior to the expiration of the twenty-one (21) day consideration period.

11. Non-Disparagement. Plaintiff agrees that she shall not in any way or manner disparage or denigrate Solheim and Releasees (including Solheim's and/or Releasees' employees, directors, board members, officers, consultants, members, advisors, agents, or any parent, subsidiary or affiliated entity) after the date of this Agreement. Solheim agrees that it shall not disparage or denigrate Plaintiff. Defendant also agrees to provide a neutral reference for Plaintiff, confirming only position held and dates of employment for Plaintiff through its Human Resources Department. Nothing in this Agreement prevents Plaintiff and Solheim from making a truthful disclosure of factual information related to Plaintiff's claims to the extent Code of Civil Procedure §1001 applies.

12. Miscellaneous:

12.1. Entire Agreement. Aside from the separate written agreement with respect to Plaintiff's PAGA Cause of Action and the Class Claims which she has brought *on behalf of* other Aggrieved Workers and putative Class Members, this Agreement contains all representations and the entire understanding among the Parties, and as such it supersedes any and all prior written and/or oral agreements that existed or may currently exist between the Parties. This Agreement may only be modified via a written instrument that is signed by all the Parties hereto.

12.2. Attorneys' Fees and Costs. Aside from the separate written agreement with respect to Plaintiff's PAGA Cause of Action and the Class Claims which she has brought *on behalf of* other Aggrieved Workers and putative Class Members, the Parties understand and agree that each shall bear their own costs and attorneys' fees incurred to date in connection with Case No. 21STCV45430 -- including any costs and attorneys' fees incurred in connection with the negotiation, preparation, and execution of this Agreement. Should a dispute arise over the enforcement of a material term in this Agreement, the prevailing party in any litigation seeking to enforce the Agreement (whether a Party or a third party beneficiary) shall be entitled to recovery of the costs and reasonable attorneys' fees incurred in connection with such litigation.

12.3. Waiver / Validity. No waiver of any provision of this Agreement shall constitute a waiver of any other provision; nor shall such waiver constitute a continuing waiver. In the event that any provision of this Agreement is found to be void or unenforceable by a court of law of competent jurisdiction, the remaining provisions shall nonetheless continue to be binding upon the Parties with the same effect as though the void or unenforceable parts were deleted.

12.4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all Parties hereto, and their respective heirs, representatives, successors and assigns.

12.5. Additional Documents. Each Party shall, at the request of the other, promptly execute, acknowledge, and deliver whatever additional instruments, and do whatever such other acts, as may be required or convenient to carry out the intent and purpose of this Agreement.

12.6. California Law. This Agreement shall be governed by and construed under and in accordance with the laws of the State of California. The Parties hereby agree this Agreement is enforceable under Code of Civil Procedure section 664.6, so as to allow the Parties to enforce the terms of their settlement until performance has been made in full.

12.7. Gender/Paragraph Headings/Construction. As used in this Agreement, the masculine, feminine, or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates. Furthermore, paragraph headings contained in this Agreement are included for convenience only and shall not be considered for any purpose in the course of construing this Agreement. This Agreement shall be construed without regard to the Party or Parties responsible for the preparation of the same, and instead the entire Agreement shall be deemed to have been prepared jointly by the Parties hereto. Any ambiguity or uncertainty existing herein shall not be interpreted against or in favor of either Party, but instead according to the application of other rules of contract interpretation.

12.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement.

12.9. Facsimile/Electronic Signatures. A facsimile or electronic signature shall have the same force and effect as an original signature, and trigger the obligations under this Agreement.

12.10. Satisfaction of Liens. Plaintiff hereby agrees, represents and warrants that she has the sole responsibility for the satisfaction of any and all liens in law, equity, or otherwise, against any of the matters released herein, and that she will fully satisfy all liens, if any, immediately upon receipt of the Settlement Payment. Plaintiff further represents that she is not a Medicare or Medicaid beneficiary for the claims alleged herein, and there are no liens.

Plaintiff also represents, agrees and warrants that she shall hold Solheim and Releasees harmless from, and defend and indemnify them from, any liabilities or costs which they may incur as a result of any liens against any of the matters released herein, any for Medicare/Medicaid and/or Plaintiff's failure to satisfy any such liens. Additionally, in case of violation of the requirements of this Paragraph by Plaintiff, Plaintiff agrees to pay all of Solheim' and Releasees' reasonable attorneys' fees and other costs associated with enforcing the provisions of this Paragraph.

12.11. Authority. The signatory below represents he or she is authorized to execute this Agreement on behalf of Solheim, and to bind it to the terms of this Agreement.

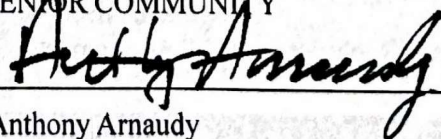
IN WITNESS WHEREOF, the following have executed this Agreement as of the date and year set forth adjacent to each of their respective signatures.

Dated: _____, 2024
11 / 04 / 2024



RHINA VILLEDA

Dated: 11.15, 2024

SOLHEIM LUTHERAN HOME D/B/A SOLHEIM
SENIOR COMMUNITY


Anthony Arnaudy
Chief Financial Officer

EXHIBIT

2