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Attorneys for Plaintiff Maryjane Granados, on behalf of herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF BUTTE**

MARYJANE GRANADOS, on behalf of
herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*,

Plaintiff,

v.

SHADOWBROOK POST ACUTE LLC, a
California limited liability company, and
DOES 1 through 10, inclusive,

Defendants.

Case No. 22CV00443

*Assigned to the Honorable Tamara L.
Mosbarger, Dept. 1*

**DECLARATION OF DANIEL F. GAINES
IN SUPPORT OF REQUEST FOR
DISMISSAL**

[Filed Concurrently: Request for Dismissal]

Complaint Filed: March 4, 2022

1 I, Daniel F. Gaines, declare as follows:

2 1. I am an attorney duly admitted to practice law in the State of California and I am a
3 managing shareholder at Gaines & Gaines, APLC, counsel of record for Plaintiff Maryjane Granados
4 (“Plaintiff”) in this matter. The matters set forth herein are of my own personal knowledge, and if
5 sworn as a witness, I could and would testify competently thereto.

6 2. On March 4, 2022, Plaintiff filed the instant Action seeking penalties on a
7 representative basis, on behalf of herself and all “aggrieved employees,” for Defendant
8 SHADOWBROOK POST ACUTE LLC’s (“Defendant”) violations of the California Labor Code’s
9 Private Attorneys General Act of 2004 (“PAGA”), codified at § 2698, *et seq.*, by failing to pay all
10 wages due, failing to provide meal and rest periods, or compensation in lieu thereof, failing to
11 reimburse for all necessary business expenses incurred, failing to issue complete and accurate wage
12 statements, and failing to timely pay all wages due at separation of employment. The alleged
13 violations occurred when Plaintiff worked for Defendant in Butte County, California.

14 3. Following conversations with Defendant’s counsel, my office has ascertained that
15 Plaintiff’s claims are quite individual. Furthermore, liability is disputed, and Defendant is having
16 financial hardship. This determination is based on information provided by Defendant’s counsel
17 through discussions in this matter.

18 4. The Parties have negotiated a settlement of Plaintiff’s individual claims only, and the
19 PAGA representative claims will be dismissed without prejudice, as set forth in the concurrently-filed
20 request for dismissal. The Parties entered into a Confidential Settlement Agreement and Complete
21 Release of all Claims (the “Settlement Agreement”). A true and correct copy of the Settlement
22 Agreement is attached hereto as **Exhibit A**.

23 5. The settlement does not contemplate the waiver of any claims by anyone other than
24 Plaintiff and does not provide for the waiver of PAGA representative claims asserted on behalf of any
25 employee or the State, such that there is no allocation of civil penalties in the Settlement.

26 6. Plaintiff, therefore, requests that the Court enter a dismissal of this action ***with***
27 ***prejudice*** as to Plaintiff’s individual claims and ***without prejudice*** as to the PAGA representative
28 claims, pursuant to the request submitted concurrently herewith.

7. Concurrent with the filing of this declaration and the request for dismissal, Plaintiff has submitted the Settlement Agreement to the LWDA in compliance with Labor Code section 2699(1)(2).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and was executed on October 2, 2024, at Westlake Village, California.


DANIEL F. GAINES

EXHIBIT A

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND COMPLETE RELEASE OF ALL CLAIMS**

This Confidential Settlement and Complete Release of All Claims ("Agreement") is made and entered into by Maryjane Granados ("Employee"), on the one hand, and Shadowbrook Post Acute LLC ("Employer") on the other hand, for the following purposes and with reference to the following facts. Employer and Employee are collectively referred to as "the Parties".

A. The purpose of this Agreement is to settle and compromise all disputes and controversies existing between Employee, on the one hand, and on the other hand Employer and all of its current and former parent companies, subsidiaries, affiliated or related companies or divisions and its and their dbas, predecessors, successors, or assigns, officers, directors, members, shareholders, representatives, equity holders, insurers, agents, and employees (collectively incorporated into the definition of "Employer").

B. On or about March 3, 2022, Employee filed a lawsuit in Butte County Superior Court, Case No. 22CV00443 (the "Lawsuit"). Employee alleged a single cause of action seeking civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Employee's claim included both the representative and individual components of her PAGA claim.

C. On November 20, 2023, the Parties participated in a private mediation with Brandon Coen. Although the matter did not settle at the mediation, the Parties continued to engage in settlement discussions. The Parties now desire to settle, fully and finally, all actual and potential differences between them, including but not limited to those regarding Employee's employment with Employer, all conduct occurring during the course of Employee's alleged employment with Employer, as well any and all other claims, whether known or unknown, arising out of or based on any fact, matter, or event which occurred prior to the date of this Agreement, and all rights of appeal. Only Employee's individual claims are resolved by this Agreement, and all PAGA claims alleged in the Lawsuit shall be dismissed without prejudice, without any resolution thereof.

Therefore, in consideration of the promises and covenants set forth herein and other good and valuable consideration, receipt of which is acknowledged herein, it is hereby agreed by and between the Parties as follows:

I. DISPOSITION OF POTENTIAL CLAIMS AGAINST EMPLOYERS

(a) Denial of Liability

Employee acknowledges that Employer has denied and continues to deny any and all liability to Employee for any of the claims asserted by, or which could be asserted by, as well as any liability to Employee for any individual, non-representative claims she may claim to have against Employer. Each Party expressly recognizes that this Agreement shall not in any way be construed as an admission by Employer or any other person or entity of any unlawful or wrongful acts whatsoever against Employee or any other person. Employer specifically denies any liability to Employee or any other person for any alleged violation of the rights of Employee

or any person, or for any alleged violation of any order, law, statute, duty, or contract on the part of Employer or Employer's employees or agents or affiliated entities or their employees or agents, including claims for discrimination, harassment, retaliation, infliction of emotional distress, wrongful termination, negligent supervision, negligence, nonpayment of wages, penalties or interest, or violation of any state or federal law.

(b) Representation and Warranty

Employee represents that, other than the Lawsuit and the related notice letter to the Labor and Workforce Development Agency, she has no pending complaints, charges, or grievances against Employer with any state or federal court or any local, state, or federal agency based on any event(s) occurring prior to the date of execution of this Agreement. Employee specifically represents that she will not in the future file, participate in, unless required by law, encourage or instigate the filing of any lawsuit by any party in any state or federal court based upon events occurring prior to the date of execution of this Agreement, claiming that Employer or any of Employer's employees, agents, or former or current parent companies, subsidiaries, affiliated or related companies or divisions, have violated any local, state, or federal laws, statutes, ordinances or regulations, or concerning any allegations of tortious conduct and/or violations of contractual relationships of any kind, including, but not limited to: breach of express oral contract; breach of implied-in-fact contract; wrongful or unlawful discharge or demotion; constructive discharge; violation of public policy; retaliation; intentional or negligent infliction of emotional distress or negligent misrepresentation; failure to pay compensation, bonuses, benefits, vacation pay, severance pay or other compensation of any sort; negligence; negligent supervision and/or retention; assault; defamation; unlawful effort to prevent employment; violation of constitutional rights; violation of Cal. Labor Code § 1102.5; discrimination on the basis of race, color, sex, sexual orientation, national origin, religion, age, marital status, disability or medical condition; harassment, retaliation, demotion, or other wrongful conduct; failure to reimburse necessary business expenses; waiting time penalty claims; meal period violations; rest break violations; or unfair competition, based upon events occurring prior to the date of the execution of this Agreement.

Notwithstanding the foregoing, nothing in this Agreement shall prevent Employee from filing a charge with any federal, state, local, or administrative agency, but Employee agrees not to participate in, and waives her rights with respect to, any monetary or financial relief arising from any such proceeding that relates to the matters released by this Agreement.

Notwithstanding the foregoing, Employer and Employee agree that only Employee's individual claims are resolved by this Agreement, and all PAGA claims alleged in the Lawsuit shall be dismissed without prejudice, without any resolution thereof.

(c) Settlement Sum

(1) In consideration for the covenants and undertakings set forth in this Agreement, Employer agrees that, no later than fourteen (14) calendar days after receipt by counsel for Employer of: (1) this Agreement executed by Employee and her attorneys of record; (2) fully executed Requests for the Taxpayer Identification Number and Certification (IRS Form W-9) for both Employee and Employee's counsel; and (3) a conformed copy of the Court's order

dismissing Employee's individual claims with prejudice and dismissing all PAGA claims alleged in the Lawsuit without prejudice, Employer will pay to Employee the sum of \$25,000.00 (Twenty-Five Thousand Dollars and Zero Cents) ("Settlement Sum"). The Settlement Sum will be payable in three check(s) as follows:

- One check for \$1,000.00, less applicable taxes and deductions for alleged wage loss, payable to "Maryjane Granados", to be reported by Form W-2 and representing the unpaid wage component of Employee's claims;
- One check for \$7,000.00 payable to "Maryjane Granados", for alleged non-wage damages, penalties, and interest to be reported by Form 1099-Misc.; and
- One check for \$17,000.00 for attorney's fees and costs payable to "Gaines & Gaines, APLC", to be reported by Form 1099-Misc.

The Settlement Sum includes all attorneys' fees and costs incurred by Employee in the Lawsuit. Such checks for the Settlement Sum shall be sent to Employee's counsel Gaines & Gaines, APLC at 4550 E. Thousand Oaks Blvd., Suite 100, Westlake Village, California 91362, within fourteen (14) calendar days after the receipt by counsel for Employer of the three categories of items described above. For purposes of calculating the fourteen (14) day period, counsel for Employer's receipt of a faxed or e-mailed copies of the above-referenced documents – the fully executed Agreement, required tax forms, and the Court's order – shall be considered sufficient.

(2) The Settlement Sum to Employee described above in Paragraph 1(c)(1) represents a compromise of Employee's claims against Employer. Employee recognizes that except for the check to be issued and reported via Form W-2, Employer is not withholding any federal or state income taxes, Medicare, FICA, or any other type of payroll deduction from the Settlement Sum and that no FICA or Medicare contribution is being made by Employer on such payment. Employee agrees that any liability for local, state, or federal income or other tax payments or penalties arising from the Settlement Sum shall be Employee's sole responsibility. Employee agrees to indemnify and to hold Employers harmless from any and all actions, claims, or demands brought by any tax or other authority based upon Employee's tax obligations arising from the payments to be made pursuant to this Agreement, and agrees specifically to reimburse Employer for any taxes, interest, and penalties paid by Employer due to Employee's failure to pay the taxes legally required.

(d) Release of Claims

(1) It is understood and agreed by and between each of the parties to this Agreement that, in consideration for the promises and covenants undertaken herein, and after consultation with counsel, Employee does hereby, for herself and for her heirs, legal representatives, agents, successors-in-interest and assigns, irrevocably and unconditionally release and forever discharge Employer, and its current and former parent companies, subsidiaries, dbas, affiliated or related companies or divisions, predecessors, successors or assigns, officers, directors, shareholders, insurers, reinsurers, attorneys, agents, and employees (hereinafter, "the Released Parties") from

any and all causes of action, claims, actions, rights, judgments, obligations, damages, demands, accountings, or liabilities of whatever kind and character ("Claims"), which Employee may have against the Released Parties by reason of or arising out of, touching upon, or concerning any of the matters, acts, or omissions described or referenced in Paragraph B above, any statutory and common law claims, or any and all other matters of whatever kind, nature, or description, whether known or unknown, occurring prior to the date of this Agreement. Said release specifically includes, but is not limited to, any and all claims for wrongful or unlawful discharge or demotion; constructive discharge; violation of public policy; retaliation; intentional or negligent infliction of emotional distress; intentional or negligent misrepresentation; failure to pay compensation, bonuses, benefits, vacation pay, sick pay, severance pay, or other compensation of any sort; failure to provide meal and rest periods; failure to reimburse necessary business expenses; waiting time penalties; failure to provide accurate itemized wage statements; unfair competition; breach of contract (express or implied); negligence; negligent supervision and/or retention; assault; defamation; unlawful efforts to prevent employment; violation of constitutional rights; violation of California Labor Code § 1102.5; violation of the California Health & Safety Code; failure to accommodate; failure to provide the required leaves under the California Family Rights Act; failure to engage in the interactive process; discrimination on the basis of race, color, sex, sexual orientation, national origin, religion, age, disability, medical condition, marital status, or any other protected characteristic; harassment; retaliation and/or violation of any statutes, rules, regulations or ordinances, whether federal, state or local, including, but not limited to, the Civil Rights Act of 1866 and 1871, the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, the Pregnancy Discrimination Act, the Equal Pay Act of 1973, the Rehabilitation Act of 1973, the Occupational Safety and Health Act, the Immigration Reform and Control Act, the Civil Rights Act of 1991, the Worker Adjustment and Retraining Notification Act of 1988, the Health Insurance Portability and Accountability Act of 1996, the National Labor Relations Act of 1935, 42 U.S.C. § 1981, the California Industrial Wage Orders, , Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act ("ADA"), the Family and Medical Leave Act, the Age Discrimination in Employment Act ("ADEA"), as amended by the Older Workers Benefit Protection Act, the California Family Rights Act, the Family and Medical Leave Act, Employee Retirement Income Security Act, as amended ("ERISA"), the California Labor Code, including all claims for wages, meal and rest period violations, and other claims for penalties, the Fair Labor Standards Act, the California Fair Employment and Housing Act ("FEHA"), and any other Claim arising under federal, state, and local laws, whether or not mentioned herein specifically, and all Claims for wages, monetary or equitable relief or other damages of any kind, vacation/PTO pay, other fringe benefits, or attorneys' fees (collectively, the "Released Claims"). The foregoing release of claims expressly includes a waiver of any right to recovery for the Claims released herein in any and all private causes of action and/or charges and/or in any and all complaints filed with, or by, any governmental agency and/or other person or tribunal. Notwithstanding the foregoing, Employer and Employee agree that only Employee's individual claims are resolved by this Agreement, and all PAGA claims alleged in the Lawsuit shall be dismissed without prejudice, without any resolution or release thereof.

(2) Employee represents and warrants that she has not assigned, transferred, or subrogated or purported to assign, transfer, or subrogate to anyone any of the Released Claims, including any claims referenced in Paragraph B above, or authorized any other person or entity

to assert such a claim or claims on her behalf. Employee agrees to defend, indemnify, and hold Employer and the Released Parties harmless against any of the Released Claims, demand, damage, debt, liability, account, action, cause of action, attorneys' fees actually paid or incurred, cost, or expense arising out of or in connection with any such transfer, assignment, or purported or claimed transfer or assignment.

(3) Employee waives and releases any Claim for damages occurring at any time after the date of this Agreement because of alleged continuing effects of any alleged acts or omissions involving the Parties which occurred on or before the date of this Agreement.

2. WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542

Employee does hereby, and for her respective heirs, legal representatives, agents, successors-in-interest and assigns, expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of California or any other state laws and does so understanding and acknowledging the significance and consequences of such specific waiver of Section 1542.

Employee acknowledges that she is either being represented in this matter by counsel or has had an opportunity to consult with counsel, and acknowledges that she is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which 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.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all claims, Employee expressly acknowledges that this Agreement is also intended to include in its effect, without limitation, all claims which she does not know or expect to exist in her favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claim or claims.

It is also understood and agreed by the Parties that this Release expressly includes settlement of Employee's claims, if any, for employment termination and/or retaliation and/or willful misconduct, and therefore, expressly precludes her from filing any additional petitions for supplemental benefits under California Labor Code §§ 132, subdivision (a), and 4553. Employee understands and agrees that she shall not file such a petition in any Workers' Compensation proceeding for alleged retaliation or serious and willful misconduct and she expressly agrees that she shall in any Compromise and Release entered into any Workers' Compensation proceeding, provide for the compromise and release of any and all claims against the Employer under California *Labor Code* sections 132(a) and 4553.

Employee understands that this General Release does not release any claims that she cannot lawfully release. To the fullest extent permitted by law, Employee agrees that she will not institute or initiate any action, administrative action, grievance, or other suit against the Released

Parties with any state, federal, or local court or agency or other tribunal related to the Released Claims.

In the event that Employee is a party to or is a member of a class that institutes any claim or action against the Released Parties arising from conduct which predates this Agreement, Employee agrees that her claims shall be dismissed, or class membership terminated immediately upon presentation of this Agreement, and Employee shall promptly execute any papers necessary to achieve this end.

3. CONFIDENTIALITY OF AGREEMENT

a. The Parties hereby state, represent, warrant, and agree that the terms and conditions of this Agreement and each and every document and communication regarding this Agreement, including, but not limited to, the fact of and the amounts of the payments required herein, are strictly confidential. The Parties further hereby state, represent, warrant, and agree that all negotiations, including any offers, demands, and settlement reached, if any, with respect to the Potential Claims and allegations referenced in Paragraph B above are strictly confidential. Employer may disclose the Agreement and related documents and communications where required by law, including disclosure to directors, officers, employees, stockholders or regulators, to taxing authorities, financial planners or other such persons or entities to whom disclosure is necessary or reasonable, and if necessary to Employer's business operations. Employee shall submit this Agreement to the Court and to the Labor and Workforce Development Agency in connection with her request for dismissal of the PAGA claims alleged in the Lawsuit. Except for these submissions, Employee agrees that she will not seek nor promote publicity nor cooperate in any efforts to promote or publicize any of the terms or conditions of this Agreement, including, but not limited to, the fact of and the amount of any of the payments required herein. But in accordance with California *Code of Civil Procedure* Section 1001, nothing herein shall be construed to limit in any way Employee's right to disclose factual information related to the Potential Claims pertaining to workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or an act of retaliation against a person for reporting or opposing harassment or discrimination, as described in subdivisions (a), (h), (i), (j), and (k) of Section 12940 of the California *Government Code*.

b. Employee further agrees that, except as provided in this paragraph, she will not: (1) communicate, discuss, disclose, disseminate, or publish the amount of the payments made by Employer, or (2) communicate, discuss, disclose, disseminate, or publish the fact that she has received payment in any amount from Employer as a result of this Agreement. Employee expressly agrees that she has received full and fair consideration for the promises made in this Agreement. Notwithstanding the foregoing, Employee may communicate the terms of this Agreement if compelled by subpoena or as otherwise required by law. Employee agrees to promptly provide notice to counsel for Employer of receipt of any subpoena. Employee may also communicate the terms of this Agreement to her legal counsel, spouse, financial planners, tax advisors and accountants, provided that Employee first advises them of the confidentiality provisions of this Agreement and secures their agreement not to communicate, discuss, disclose, disseminate, or publish the terms and conditions of this Agreement. If asked by a third party, Employee can state, "the matter has been resolved."

c. Employee also agrees that, to the fullest extent permitted by law, she will not hereafter file, or cause to be filed, or otherwise voluntarily participate in the filing, investigation and/or prosecution of any other charges, complaints, petitions or accusatory pleadings brought by any other person in any court or with any governmental agency in which Employer or any other Released Party is named as a defendant or responding party, including the provision of declarations, and will not testify unless compelled by a subpoena or lawful court order. However, nothing in this Paragraph 3 shall limit Employee from in any way disclosing or discussing any information related to Employee's exercise of her rights under Section 7 of the National Labor Relations Act or otherwise in any way impede Employee's exercise of rights under Section 7, including but not limited to participating in Section 7 activity, filing unfair labor practice charges or assisting others in doing so, and/or otherwise cooperating with NLRB's investigative process.

4. NON-DISPARAGEMENT AND NEUTRAL REFERENCE

Employee agrees that she will not, either orally or in writing, make disparaging, defamatory, or otherwise injurious statements concerning Employer or Employer's businesses, financial condition, professional advice, managerial affairs, officers, directors, current or former employees, agents, attorneys and representatives, provided, however, in accordance with California *Code of Civil Procedure* Section 1001, nothing herein shall be construed to limit in any way Employee's right to disclose factual information related to the Potential Claims pertaining to workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or an act of retaliation against a person for reporting or opposing harassment or discrimination, as described in subdivisions (a), (h), (i), (j), and (k) of Section 12940 of the California *Government Code*. Upon inquiry, Employee shall simply state that she prefers not to talk about the other Party or this matter or can state that "the matter has been resolved." Notwithstanding the foregoing, Employee may make true statements to her attorneys, pursuant to lawful process, if compelled by subpoena, or as otherwise required by law. Further, nothing in this provision shall limit Employee from in any way disclosing or discussing any information related to Employee's exercise of her rights under Section 7 of the National Labor Relations Act or otherwise in any way impede Employee's exercise of rights under Section 7, including but not limited to participating in Section 7 activity, filing unfair labor practice charges or assisting others in doing so, and/or otherwise cooperating with NLRB's investigative process.

Employer agrees to provide a neutral reference for Employee. If contacted by a prospective employer of Employee, Employer will disclose only her dates of employment and positions held.

5. LIQUIDATED DAMAGES

Employee understands that Paragraphs 3 and 4, above, are essential to this Agreement and that, in the event of a breach of this provision, damages would be difficult, if not impossible, to quantify. Therefore, it is understood and agreed by Employee that, in the event of a breach by her of Paragraph 3 and/or Paragraph 4, Employer will be awarded Two Thousand Dollars and Zero Cents (\$2,000.00) per breach as damages and not as a penalty. In addition, Employer

reserves the right to seek equitable relief, and to seek actual damages as an alternative to the liquidated damages specified in this Paragraph.

6. COVENANT NOT TO SUE

The Parties shall not file suit, demand arbitration, or otherwise assert a claim against any released person or entity on account of any of the Released Claims. In the event of a breach of this covenant not to sue, this Agreement shall constitute a complete and absolute defense to such claim.

7. ON-THE-JOB INJURY

Employee certifies that she has not experienced a job-related illness or injury for which she has not already filed a claim.

8. SEVERABILITY

If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

9. NOTICES

Any notices, demands, or other communications under this Agreement shall be in writing and transmitted by overnight express courier to all Parties as follows, and shall be deemed received on the day delivered:

To Employee:

Alex Katofsky
Gaines & Gaines, APLC
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362

To Employers:

Melissa T. Daugherty
Andrew J. Sokolowski
O'HAGAN MEYER LLP
550 S. Hope Street, Suite 2400
Los Angeles, CA 90071

10. MEDICARE AND SOCIAL SECURITY LIENS AND BENEFITS

Employee hereby warrants and represents that she has not, nor has she ever been enrolled in Medicare Part A or Part B. Further, Employee represents and warrants that she has no claim for Social Security Disability benefits nor is she appealing or re-filing for Social Security Disability benefits. Employee affirms that as of the date she signs this Agreement, she is not Medicare eligible (i.e., is not 65 years of age or older; is not suffering from end-stage renal

failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.).

Nonetheless, if the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payments to Employee under this settlement, Employee agrees to indemnify, defend, and hold Employer harmless from any action by CMS relating to medical expenses of Employee. Employee agrees to reasonably cooperate with Employer upon request with respect to any claim that the CMS may make and for which Employee is required to indemnify Employer under this paragraph. Further, Employee agrees to waive any and all future actions against Employer for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A). The Parties acknowledge that this settlement is based upon a good faith determination of the Parties to resolve disputed claims and that the Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. § 1395y(b)(3)(A). The Parties resolved this matter in compliance with both state and federal laws, and the Parties made every effort to adequately protect Medicare's interest and incorporate such into the settlement terms.

Employee has been apprised of her right to seek assistance from legal counsel of her choosing or directly from the Social Security Administration or other government agencies regarding the impact this Release may have on Employee's current or future entitlement to Social Security or other government benefits. Employee acknowledges that acceptance of these settlement funds may affect Employee's rights to other government benefits, insurance benefits, disability benefits, or pension benefits. Notwithstanding this possibility, Employee desires to enter into this Agreement to settle her claims against Employer according to the terms set forth in this Agreement.

11. INTEGRATION CLAUSE

This Agreement constitutes and contains the entire agreement and understanding between the Parties, and supersedes and replaces all prior negotiations and agreements, proposed or otherwise, whether written or oral, between the Parties hereto concerning the subject matter of this Agreement. This is an integrated document.

12. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the respective Parties hereto, their respective legal successors, heirs, administrators, executors, assigns and each of them.

13. CAPTION

The captions utilized herein have been inserted solely for identification and reference purposes only and shall not be used in the construction or interpretation of this Agreement.

14. ATTORNEYS' FEES AND COSTS

Nothing in this Agreement, nor the existence of this Agreement, shall be interpreted to render Employee the prevailing Party for any purpose, including, but not limited to, an award of attorneys' fees and costs. Except for the payment set forth in paragraph 1(c)(1), the Parties agree that each Party shall bear her/its own attorneys' fees and costs.

15. FACSIMILE AND ELECTRONICALLY TRANSMITTED SIGNATURES

This Agreement may be executed by facsimile, PDF, electronic mail, or original signature, each of which shall be deemed an original against the Party whose signature is provided, and all of which shall be considered an original and together shall constitute one agreement binding on all Parties. The Parties agree that a facsimile, PDF, or electronic signature shall be deemed to be as valid and enforceable as original ink signatures.

16. COUNTERPARTS

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

17. INTERPRETATION; CHOICE OF LAW

This Agreement is the product of negotiations between the Parties and shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties. This Agreement shall be interpreted according to the laws of the State of California, both procedural and substantive, excluding California law with respect to choice of law.

18. WAIVER

No term or condition of this Agreement may be waived except in a writing signed by the Party to be bound thereby.

19. JOINTLY DRAFTED AGREEMENT

The Parties shall be deemed to have participated equally in the drafting of this Agreement. The Agreement has been jointly negotiated and drafted.

20. MODIFICATION

This Agreement may not be amended, except in writing signed by the Parties.

21. ENFORCEABILITY

If a dispute arises under this Agreement in which one Party seeks to enforce its rights, the prevailing party shall be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

The Court shall retain jurisdiction to enforce this Agreement pursuant to California *Code of Civil Procedure* section 664.6, or any other procedure permitted by law. This Agreement is admissible and subject to disclosure for the purpose of enforcing this Agreement pursuant to California *Code of Civil Procedure* section 664.6, or any other procedure permitted by law, and the provisions of the confidentiality agreement signed by the Parties relative to the negotiation of this Agreement are waived with respect to this Agreement; however, if any action is brought to enforce the provisions of this Agreement hereto, the amount of the Settlement Sum shall be redacted in any and all publicly filed documents and the moving party shall make every effort to file the unredacted Agreement under seal.

22. NO RELIANCE

The Parties represent and warrant that, in executing this Agreement, she or it has relied solely on the statements expressly set forth herein, and has placed no reliance whatsoever on any statement, representation, or promise of any other Party, or any other person or entity, not expressly set forth herein, or upon the failure of any other Party or any other person or entity to make any statement, representation or disclosure of anything whatsoever. The discovery by any Party, subsequent to the execution of this Agreement, of any facts not heretofore known to that Party, or that the facts or law upon which any Party relied in executing this Agreement were not as that Party believed it to be, shall not constitute grounds for declaring this Agreement void, avoidable, or otherwise unenforceable. This paragraph is intended by the Parties to preclude any claim that any Party was fraudulently induced to enter this Agreement or was induced to enter this Agreement by a mistake of fact or law.

THE SIGNATORIES HAVE CAREFULLY READ THIS ENTIRE AGREEMENT. ITS CONTENTS HAVE BEEN FULLY EXPLAINED TO THEM BY THEIR ATTORNEYS. THE SIGNATORIES FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT. THE ONLY PROMISES MADE TO ANY SIGNATORY ABOUT THIS AGREEMENT, AND TO SIGN THIS AGREEMENT, ARE CONTAINED IN THIS AGREEMENT. THE SIGNATORIES ARE SIGNING THE AGREEMENT VOLUNTARILY.

**PLEASE READ CAREFULLY. THIS SETTLEMENT
AGREEMENT AND GENERAL RELEASE INCLUDES A
RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and General Release.

08 / 07 / 2024
DATED: August __, 2024

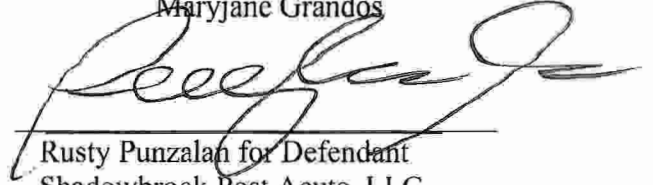
By:



Maryjane Grandos

DATED: October 1, 2024

By:



Rusty Punzalan for Defendant
Shadowbrook Post Acute, LLC

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_____ (For messenger) my business address is:

Melissa T. Daugherty, Esq.
Andrew J. Sokolowski, Esq.
O'HAGAN MEYER
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____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier or driver authorized by the express carrier to receive documents.

 X (UPLOADED TO LWDA WEB PORTAL) I caused the above-described documents to be delivered to the Labor & Workforce Development Agency via online process at the PAGA Filing website (www.dir.ca.gov) in accordance with the procedure imposed by the LWDA.

I declare under penalty of perjury that the foregoing is true and correct.

Amelia Booth

AMELIA BOOTH