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Attorneys for Defendant
HOMEBRIDGE, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO**

GELENIA SANCHEZ and JOHN TELLEZ,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

vs.

HOMEBRIDGE, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. CGC-23-604614

CLASS ACTION

**DECLARATION OF MICHAEL A.
FARBSTEIN IN SUPPORT OF THE
DISMISSAL OF JOHN TELLEZ**

Complaint E-Filed: February 10, 2023
Trial Date: Not yet set

I, Michael A. Farbstein, declare as follows:

1. I am an attorney at law, licensed to practice before all the courts of the State of California. I am an employee of Farbstein & Blackman, A Professional Corporation, attorneys of record for the Defendant HOMEBRIDGE, INC.
2. John Tellez was added to the above captioned action on or about November 7, 2024, represented by counsel of record in this action. I later learned that Mr. Tellez had engaged other counsel to represent him in asserting individual employment claims

**DECLARATION OF MICHAEL A. FARBSTEIN IN SUPPORT
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1 against Homebridge. My firm did not represent the defendant Homebridge in the separate
2 claim. The other claim was asserted by a prelitigation demand letter. I learned that this
3 demand letter had been sent on or around August 12, 2024 by the Abramson, Levin, &
4 Gindi, LLP aka Abramson Labor Group, a law firm out of Southern California.

5 3. Through other counsel, Homebridge reached a negotiated settlement with John Tellez for
6 a total payment of \$5,000. I obtained a copy of the settlement agreement signed by John
7 Tellez from the firm representing Homebridge. A copy of what I received is attached as
8 Exhibit 1.

9 4. That agreement includes release of all claims known or unknown, including a waiver of
10 Civil Code Section 1542. Tellez also confirmed that he was not an aggrieved employee
11 under PAGA.

12 5. I am informed and believe that the settlement agreement amount of \$5,000 was fully
13 funded, and the matter is resolved.

14 6. I ask that Mr. Tellez be dismissed from this action, as requested by plaintiffs' counsel of
15 record in this action. Homebridge does not object to this dismissal; nor does it take the
16 position that Mr. Tellez benefited to the detriment of the class in this action by separately
17 settling.

18 The foregoing is true and correct under penalty of perjury of the laws of the State of California.

19 Executed this 15th day of May, 2026 at San Mateo, California.

20 *Michael Farbstein*
21 _____

22 Michael A. Farbstein
23
24
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27 **DECLARATION OF MICHAEL A. FARBSTAIN IN SUPPORT**
28 **OF THE DISMISSAL OF JOHN TELLEZ**

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This is a Confidential Settlement Agreement and General Release (“Agreement”) between John Tellez (“Tellez” or “you”) on the one hand, and Homebridge, Inc. (“Homebridge” or “Respondent”), on the other hand (hereinafter collectively referred to as “the Parties”).

WHEREAS, on or around March 9, 2020, Homebridge hired Tellez as a Care Provider.

WHEREAS, on or around August 12, 2024, Tellez sent a Demand Letter to Homebridge (“Action”). Tellez intends to pursue claims against Homebridge including : (1) Failure to Provide Rest Breaks; (2) Failure to Issue Accurate and Itemized Wage Statements; and (3) Failure to Pay Wages Due Upon Termination; Waiting Time Penalties.

WHEREAS, Homebridge disputes the allegations as being true and contends that it complied with all state and/or federal laws and that it acted with legitimate business reasons. Without admitting any wrongdoing on the part of Defendant, the Parties execute this Agreement voluntarily in resolution of any and all outstanding claims against Respondent.

WHEREAS, the Parties wish to resolve the differences that have arisen between them by entering into this Agreement in an effort to resolve the underlying outstanding claims at issue.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration as hereinafter recited, the adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Recitals: The foregoing recitals are hereby incorporated into and made a part of the Agreement and shall be deemed to be material and operative provisions of this Agreement and not mere recitals.

2. Consideration: In exchange for the promises made by Tellez in this Agreement and conditioned upon Homebridge receiving this executed Agreement and IRS form W-9 from both Tellez and his counsel, Homebridge will pay the sum of Five Thousand Dollars (\$5,000) (“Settlement Sum”), in settlement of all claims, known or unknown, asserted or unasserted, including, but not limited to claims for damages, penalties, interest, and attorney’s fees. Payment for the Settlement Sum shall be made payable as follows: (i) the sum of Five Thousand Dollars (\$5,000) made payable to Abramson, Levin, & Gindi, LLP. Client Trust Account and reported to the IRS on Form 1099.

The payment above shall be made within seven (7) calendar days after the occurrence of all of the following events: a) after expiration of ADEA or waiver of ADEA as explained below, b) counsel for Homebridge receives the fully executed Agreement, and c) counsel for Homebridge receives the required W-9 form from both Tellez and his counsel.

The settlement checks shall be delivered to: Abramson Labor Group, 1700 Burbank Blvd Burbank, CA 91506

Tellez acknowledges and agrees that Homebridge has made no representations regarding the tax consequences of any amounts received pursuant to this Agreement. Tellez hereby acknowledges and accepts that the taxes he owes for the payments provided herein shall be his sole responsibility.

3. Release: In exchange for Homebridge's payment and promises contained in this Agreement, Tellez, for himself and his heirs, successors, and assigns, hereby releases and discharges Homebridge, Inc. and each of its past or present parents, subsidiaries and related entities, officers, directors, shareholders, managers, persons, employees, including but not limited to agents, servants, principals, heirs, representatives, accountants, auditors, consultants, members, attorneys, insurers, re-insurers, assigns, and any of their predecessors, successors, and assigns (collectively "Released Parties"). This release includes, but is not limited to, any and all claims for declaratory or equitable relief, claims for contribution or indemnity, back pay, front pay, employee benefits, penalties, interest, damages, reinstatement, and/or attorneys' fees and expenses, known or unknown, vested or contingent, which Tellez now has or ever had resulting from any alleged violation, asserted or unasserted, of any federal, state and/or local laws, rules or regulations, including, but not limited to claims under Sections 1981 through 1988 of Title 42 of the United States Code, the National Labor Relations Act, 29 U.S.C. § 151 et seq., the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e) et seq., as amended, the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq., Section 806 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. § 1514A, the Employee Retirement Income Security Act of 1974, California's anti-discrimination laws, claims under the California Labor Code, the Genetic Information Nondiscrimination Act (GINA), the Health Insurance Portability and Accountability Act (HIPAA), the Confidentiality of Medical Information Act (CMIA), California Wage Orders, or any other federal, state, or local human rights, civil rights, wage-hour, pension or labor laws, rules and/or regulations, public policy, contract, or tort laws including but not limited to defamation, privacy laws, data breach laws, or any claim arising under the common law, including assault and emotional distress, or any claims for costs, fees, or other expenses, including any and all attorneys' fees, or any other action relating to or arising out of Tellez's employment with Homebridge based upon any conduct up to and including the date of execution of this Agreement (collectively referred to as "Released Matters") Nothing in this Agreement is intended to waive claims for: (i) unemployment insurance benefits, (ii) Consolidated Omnibus Budget Reconciliation Act (COBRA) benefits, (iii) for vested rights under ERISA-covered employee benefit plans as applicable on the date Employee signs this Agreement, or (iv) which cannot be released by private agreement.

This release excludes any Workers' Compensation claims, if any, but Tellez releases any recovery for any potential or existing Labor Code 132a or serious and willful violation under Labor Code 4553.

4. Liens: Tellez represents and warrants that he is not a Medicare beneficiary as of the date of this release. Because Tellez is not a Medicare recipient as of the date of this release, no conditional payments have been made by Medicare. Tellez represents and warrants that all

bills, costs, or liens resulting from or arising out of his alleged injuries, claims, or lawsuit are his responsibility to pay. Without limiting Tellez's responsibility, this includes liens of governmental entities, Medicare, or insurance liens and any liens of attorneys. Tellez agrees that any and all known liens against his, which relate in any manner to the damages or considerations which are the subject of this case have been paid and satisfied in full or will be satisfied from the Settlement Sum. Tellez agrees to assume responsibility for satisfaction of any and all rights to payment, claims, or liens of any kind, that arise from or are related to payments made or services provided to Tellez or on Tellez's behalf. Tellez agrees to assume responsibility for all expenses, costs, or fees incurred by his related to his alleged injuries, claims, or lawsuit including without limitation, all Medicare conditional payments, subrogation claims, liens, or other rights to payment, relating to medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer, or other person or entity. Further, Tellez will indemnify, defend, and hold the Released Parties harmless from any and all damages, claims and rights to payment, including any and all lien liability, tax liability, interest, penalties, and/or attorneys' fees, brought by any person, entity, or governmental agency to recover any of these amounts.

5. PAGA: Tellez agrees that he is not an aggrieved employee as defined by Cal. Lab. Code sec. 2698 et seq. and has not suffered any violations to bring an action to recover civil penalties against Homebridge and/or its affiliated entities, pursuant to the Private Attorneys General procedures specified in Cal. Lab. Code sec. 2699.3.

6. Waiver of California Civil Code Section 1542: Tellez agrees and understands that he may have claims against the Released Parties at the time of the execution of this Agreement, of which he has no knowledge or suspicion, but agrees and represents that this Agreement extends to all claims against the Released Parties, whether known or not known, claimed, or suspected by Tellez as of the date of this Agreement. It is also understood and agreed that the released claims include not only claims presently known to Tellez but also include all unknown or unanticipated claims, rights, demands, actions, obligations, liabilities, and causes of action of any and every kind, nature, and character whatsoever, which would otherwise come within the scope of the released claims. Therefore, Tellez knowingly and voluntarily waives any and all rights or benefits which he may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code which provides as follows:

**1542. CERTAIN CLAIMS NOT AFFECTED BY
GENERAL RELEASE.**

**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.**

Labor Code 206.5: The Parties also agree that this release complies with California Labor Code Section 206.5, which reads:

**LABOR CODE SECTION 206.5 – EXECUTION OF
RELEASE OF CLAIMS OR RIGHTS ON ACCOUNT
OF WAGES DUE.**

**NO DEFENDANT SHALL REQUIRE THE
EXECUTION OF ANY RELEASE OF ANY CLAIM
OR RIGHT ON ACCOUNT OF WAGES DUE, OR TO
BECOME DUE, OR MADE.**

7. Non-Disparagement: Tellez agrees that he will not, to the public or to any individual person or entity (including via any social media websites nor any news media of any nature), disparage the Released Parties. The term disparage means the legal definition of defamation, Cal. Civil Code section 44 et. seq. Nothing in this Agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, including but not limited to harassment, discrimination, or any other conduct that you have reason to believe is unlawful.

Homebridge agrees that if it receives a request for an employment reference from a prospective employer of Tellez, Homebridge shall only provide the prospective employer with information regarding Tellez's dates of employment and job titles.

8. Legal Action: Tellez represents that he has not filed or caused to be filed any formal complaints, suits, actions, charges, allegations, claims and/or proceedings relating to or arising out of his employment with Homebridge, including but not limited to the California Labor & Workforce Development Agency ("LWDA"). If any such formal complaints, suits, actions, charges, allegations, claims and/or proceedings have been filed, Tellez agrees to dismiss all claims against Homebridge with prejudice.

The consideration provided to Tellez in this Agreement shall be the sole relief, legal or equitable, provided for the Released Matters, and that Tellez will not be entitled to recover and agrees to waive any monetary benefits or other recovery in connection with any claim for Released Matters, whether on an individual, representative or class basis. If any local, state, or federal agency or court assumes jurisdiction of any complaint or charge against the Released Parties on Tellez's behalf, Tellez agrees to inform such agency or court that he has waived his right to recover damages or other relief against the Released Parties. In the event that Tellez voluntarily or knowingly institutes, has instituted, or becomes a party to, or is a member of a class, either as a class member or a class representative (including a Private Attorney General Act ("PAGA") action as an aggrieved employee) that institutes any action relating to his employment or separation thereof with Homebridge, his participation in such a claim shall be dismissed, or class membership terminated immediately upon presentation of this Agreement.

9. No Admission of Liability: The Parties understand and agree that neither the making of this Agreement nor anything contained herein, shall, in any way, be construed or considered to be an admission by either party of guilt, wrongdoing, or noncompliance with any federal, state, or local statute, public policy, tort law, contract law, common law, or any other wrongdoing whatsoever. This Agreement is entered solely to buy peace and to resolve disputed claims and for no other reason.

10. Confidentiality: To the maximum extent permitted by applicable law, Tellez represents that with the exception of his attorneys, tax advisors, Medicare-related entities, and immediate family members (spouse and children only), he will not make public nor publicize or discuss in any manner, including but not limited to communications to any news media of any nature, Facebook, X (formerly known as Twitter), or any other social media site, and will keep confidential the Settlement Sum. Tellez further represents that should he disclose the Settlement Sum to any of the individuals identified in this Paragraph, he will instruct those individuals about the covenant not to disclose and that any breach of this covenant not to disclose by any such individual will be deemed a breach of the covenant by Tellez. In the event Tellez were to breach this covenant of confidentiality, the monetary damages Homebridge will sustain may be difficult to ascertain. In the event of any such breach Tellez agrees to pay Homebridge \$150 per incident of breach in liquidated damages. Tellez hereby acknowledges that said damages are reasonable and do not constitute a penalty. Tellez further acknowledges and agrees that he will not contest the reasonableness of said liquidated damages in any such action commenced by either party with respect to this Agreement. This covenant not to disclose shall not restrict Tellez's ability to enforce or defend the terms of this Agreement.

11. Surrender of Property: Tellez agrees and represents that he has surrendered to Homebridge all materials, items, documents (and copies) and data in his possession, custody, or control that are Homebridge's property (including, but not limited to, company files, notes, drawings, records, business plans and forecasts, financial information, specifications, computer-recorded information, tangible property (laptop computer, cell phone, PDA, flash drives, etc.), credit cards, entry cards, identification badges and keys; and, any materials of any kind that contain confidential information of the company (and all reproductions thereof). Tellez represents that he has made a diligent search to locate any such documents, property, and information, and that he has or will return such information to the Human Resources Department. He further represents that he has not provided any Homebridge property to any third party and will not do so in the future. All of these materials are the sole and absolute property of Homebridge. Tellez's timely compliance with this Paragraph is a condition precedent to his receipt of the payment in Paragraph 2.

12. Tellez acknowledges that he is knowingly and voluntarily waiving and releasing any rights he may have under the Age Discrimination and Employment Act ("ADEA"). Tellez also acknowledges that the consideration given for the waiver and release herein is in addition to anything of value to which he was already entitled. Tellez further acknowledges that he has been advised by this writing, as required by the ADEA, that: (a) his waiver and release do not apply to any rights or claims that may arise after the execution date of this Agreement; (b) he has been advised hereby that he has the right to consult with an attorney prior to executing this Agreement; (c) he has up to twenty-one (21) days from the date of this Agreement to execute this Agreement

(although he may choose to voluntarily execute this Agreement earlier). If Tellez executes this Agreement before the expiration of that period, he acknowledges that he has had sufficient opportunity to review this Agreement and that his signature on this Agreement constitutes an express waiver of the twenty-one-day period.

13. Tellez may revoke this Agreement as it pertains to claims under the Age Discrimination in Employment Act within seven (7) calendar days of signing it. This provision regarding revocation shall have no effect on the validity and enforceability of any other term, condition, or provision of this Agreement, which becomes effective when signed.

14. Tellez agrees that, in the event he revokes this Agreement as it pertains to ADEA claims, all other provisions of this Agreement are independently supported by adequate consideration and fully enforceable. Revocation can be made by delivering a written notice of revocation to Kartikey Pradhan, Esq. Kaufman Dolowich, LLP, 425 California Street, Suite 2100, San Francisco, California 94104 (“KD”). For the revocation to be effective, written notice must actually be received by KD no later than the close of business on the seventh calendar day after Tellez signs this Agreement.

15. The Parties agree that, to the extent that any provision of this Agreement is determined to be in violation of the Older Workers’ Benefits Protection Act (“OWBPA”), it should be severed from the Agreement or modified to comply with the OWBPA, without affecting the validity or enforceability of any of the other terms or provisions of the Agreement.

16. Binding Effect: This Agreement shall be binding upon the Parties, their heirs, executors, administrators, assigns, successors, beneficiaries, employees, and agents, and shall inure to the benefit of their successors and assigns.

17. Attorneys’ Fees: The Parties understand and agree that neither this Agreement nor the negotiations in pursuance thereof shall be interpreted to render either Party a prevailing party for any reason, including, but not limited to, an award of attorneys’ fees, expenses, or costs under any statute or otherwise.

18. Consultation: Tellez is hereby advised and cautioned to consult with an attorney prior to executing this Agreement. Tellez acknowledges that he received this written admonition to consult an attorney prior to executing the Agreement and that, prior to executing this Agreement, he has reviewed this Agreement and consulted with his attorneys.

19. Modification: This Agreement may not be modified, altered, or changed except upon express written consent of all parties. No other promises or agreements shall be binding or shall modify this Agreement unless signed by the Parties hereto. In addition, this Agreement represents the complete understanding between the Parties, and in signing this Agreement, the Parties have not relied on any other promises, inducements, or representations, other than as expressly set forth herein. This Agreement is made in the State of California and shall be interpreted under the laws of the State of California. Its language shall be construed as a whole, according to its fair meaning and not strictly for or against either party.

20. Voluntary Agreement: Tellez acknowledges that he has read and understands the contents of this Agreement and that he is executing it voluntarily, without any duress and with knowledge of its meaning and effect.

21. Captions: 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.

22. Severability: If any provision, term, section, or paragraph of this Agreement shall be found to be invalid, illegal, or unenforceable, all remaining provisions, terms, sections, or paragraphs shall continue in full force and effect and remain binding on all Parties. If any provision, term, section, or paragraph of this Agreement is determined to be unenforceable, such provision, term, section, or paragraph shall be modified so that the unenforceable provision, term, section, or paragraph is enforceable to the greatest extent possible.

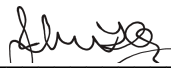
23. Interpretation of Agreement. The language of all parts in this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any Party. The headings provided in underline are inserted for the convenience of the Parties and shall not be construed to limit or modify the text of this Agreement. This Agreement is the product of arms-length negotiations and is considered to be jointly drafted. Thus, it shall not be construed against any party because that party caused it to be reduced to a written instrument.

24. Enforceability: The Parties specifically agree that (i) this Agreement is admissible as evidence pursuant to Evidence Code Sections 1122(a)(1) and 1123(b) and subject to disclosure in enforcement proceedings; (ii) this Agreement is binding and enforceable; (iii) all the material terms of the settlement agreement are set forth herein; (iv) this Agreement is enforceable under California Code of Civil Procedure § 664.6 and upon motion of either party, may enter judgment pursuant to the terms hereof; (v) neither party shall oppose a motion under California Code of Civil Procedure § 664.6 to enter judgment pursuant to the terms of this settlement agreement on the grounds that this Agreement is confidential or otherwise privileged; and (vi) all Parties specifically waive any confidentiality privilege that may apply to this Agreement solely for purposes of its enforcement in a court of law. Any action to enforce this Agreement shall be filed in San Francisco, California.

25. Counterparts: This Agreement may be executed in counterparts, each of which shall be an original as against any party who or which signed it, and all of which shall constitute one and the same document. The Parties' signatures sent via PDF through email, and Parties' electronic signatures sent via PDF through email, shall be considered original signatures and enforceable for all purposes, including but not limited to a motion to enforce settlement.

IN WITNESS WHEREOF, the Parties acknowledge that: (1) they have carefully read and fully understand all the provisions of this Agreement; (2) they are voluntarily entering into this Agreement with full knowledge of the rights they may be waiving; (3) they have entered into this Agreement based on their own judgment; and (4) they have not relied upon any representations or promises not contained in this Agreement.

DATED: 04 / 16 / 2025



John Tellez

DATED:

Name:
Title:
Homebridge, Inc.

Title	Tellez-Agreement
File name	John__Tellez__3_2...ement__1__2_.pdf
Document ID	be3dc1a230a46aa2f2d114ec2162ee53bbad0f1b
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

04 / 10 / 2025

17:51:42 UTC

Sent for signature to John Tellez (solo2eyo@gmail.com) from
clientsupport@abramsonlabor.com
IP: 98.147.182.45



VIEWED

04 / 11 / 2025

20:06:17 UTC

Viewed by John Tellez (solo2eyo@gmail.com)
IP: 172.56.47.253



SIGNED

04 / 16 / 2025

19:44:29 UTC

Signed by John Tellez (solo2eyo@gmail.com)
IP: 172.56.46.130



COMPLETED

04 / 16 / 2025

19:44:29 UTC

The document has been completed.