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Attorneys for Plaintiff Mayte Swift,
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

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

Plaintiff,

v.

HOME HEALTH CARE MANAGEMENT,
INC., a California corporation, and DOES 1
through 10, inclusive,

Defendants.

Case No. 24CV01441

Assigned for all purposes to the Honorable
Tamara L. Mossbarger, Dept. 1

**DECLARATION OF EVAN S. GAINES IN
SUPPORT OF STIPULATION RE:
DISMISSING REPRESENTATIVE
PRIVATE ATTORNEYS GENERAL ACT
ACTION**

[Labor Code § 2698 *et seq.*]

[Filed Concurrently with Stipulation and
Order]

Complaint Filed: May 3, 2024

DECLARATION OF EVAN S. GAINES

I, EVAN S. GAINES, hereby declare and state as follows:

1. I am an attorney duly admitted to the practice of law in the State of California. I the owner of Gaines Law Corporation and counsel for Plaintiff Mayte Swift ("Plaintiff") in this action. I have personal knowledge of the facts set forth herein and if called to testify to them, I could and would do so competently.

2. On May 3, 2024, Plaintiff Mayte Swift ("Plaintiff"), on behalf of herself and on behalf of all aggrieved employees filed a representative complaint against Defendant HOME HEALTH CARE MANAGEMENT, INC., a California corporation ("Defendant"), pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698 *et seq.*, seeking civil penalties for violations of the California Labor Code.

3. After a review of the claims and defenses to the Action, and considering Defendant's contentions that Plaintiff has been paid all expense reimbursement due and owing and maintains claims that are individual to the other Aggrieved Employees, Plaintiff's Counsel has concluded that it is in all Parties' best interest to resolve Plaintiff's individual claims only.

4. The Parties have negotiated a settlement of Plaintiff's individual claims only, and the representative PAGA claims will be dismissed *without* prejudice. Attached hereto as **Exhibit A** is a true and correct redacted copy of the Parties' Settlement And Release Agreement (the "Settlement Agreement").

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

6. The Parties have submitted the Settlement Agreement to the LWDA in compliance with Labor Code section 2699(1)(2) on May 13, 2026. Attached as **Exhibit B** is a true and correct copy of the upload confirmation.

1 7. Plaintiff, therefore, requests that the Court enter a dismissal of this action ***with***
2 ***prejudice*** as to Plaintiff's individual claims and dismissal ***without prejudice*** of the
3 representative PAGA action claims, pursuant to the stipulation submitted concurrently herewith.

4 I declare, under penalty of perjury, under the laws of the State of California, that the
5 foregoing is true and correct. Executed on May 13, 2026 at Westlake Village, California.

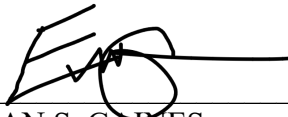
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EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This *Settlement Agreement and Release of All Claims* ("Agreement") is made and entered into by and between Home Health Care Management, Inc. dba Home and Health Care Management, and its agents, officers, directors, employees and affiliated entities (collectively "Defendant"), and Mayte Swift ("Plaintiff"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Plaintiff filed a complaint against Defendant in Butte County Superior Court, *Mayte Swift v. Home Health Care Management, Inc.*, case no. 24CV01441, alleging a single cause of action for civil penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.* ("PAGA"), specifically premised on violations of Labor Code § 2802, in regard to expenses allegedly incurred by remote employees while working from home;

WHEREAS, Defendant denies Plaintiff's claims and allegations, and any and all wrongful or unlawful conduct, claims, damages, or liability of any kind with regard to Plaintiff, or in any other manner, or at all;

WHEREAS, the Parties engaged in settlement negotiations, and they have negotiated in good faith a resolution of all disputes between them, without any party admitting liability for any legal wrongdoing; and

WHEREAS, the Parties desire to avoid the disruption, inconvenience, uncertainty and costs associated with this litigation of the claims that Plaintiff has, had, or may claim to have arising out of Plaintiff's employment;

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth below, Plaintiff and Defendant, and each of them, agree as follows:

1. This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, any violation of the rights of Plaintiff or any person, violation of any order, law, constitution, statute, ordinance, public policy, wage and hour law, wage payment law, tort law, common law, contract, or any other unlawful conduct, liability, wrongdoing, or breach of duty whatsoever against Plaintiff or any person. Defendant specifically disclaims any liability or wrongdoing to Plaintiff or any other person for any alleged violation of the rights of Plaintiff or any person, or for any alleged violation of any order, law, constitution, statute, ordinance, public policy, wage and hour law, wage payment law, tort law, common law, contract, or any other unlawful conduct, liability, wrongdoing, or breach of duty on the part of Defendant.

[REDACTED]

[REDACTED]

Settlement Agreement and Release of All Claims

[REDACTED]

3. Defendant will mail the payments to Gaines Law Corporation, 4550 E. Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362, and within fourteen (14) calendar days of the date on which Defendant receives each of the following:

- a. Plaintiff's signature on this Agreement.
- b. IRS form W-9s for Plaintiff and Plaintiff's counsel,
- c. any property of Defendant in Plaintiff's possession, if any, see para. 9 below,
- d. a signed Stipulation for Dismissal of Plaintiff's representative PAGA claim without prejudice and Plaintiff's individual claims with prejudice, both dismissals which Defendant shall hold in trust and not file until after the Payment has been issued to Plaintiff.

If the court requires anything additional to dismiss the representative PAGA action without prejudice, Plaintiff and her counsel must cooperate to provide what the court requests in order to accomplish the dismissal, including but not limited to by providing any additional information and/or filing required declarations.

4. No part of this settlement is consideration for Plaintiff's dismissal of Plaintiff's representative PAGA allegations without prejudice. Defendant's obligations under this Agreement are expressly conditioned on the Court's acceptance and acknowledgment of the dismissals referenced above.

5. The parties shall each bear their own attorneys' fees and costs.

6. Plaintiff acknowledges and agrees that Defendant has made no representations regarding the tax consequences of any amounts received by Plaintiff pursuant to this Agreement. Plaintiff further agrees to indemnify and hold Defendant harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against Defendant for any amounts claimed due on account of this Agreement or pursuant to claims made under any federal or state tax laws, and any costs, expenses or damages sustained by Defendant by reason of any such claims, including any amounts paid by Defendant or as taxes, attorneys' fees, deficiencies, levies, assessments, fines, penalties, interest, or otherwise.

7. Plaintiff agrees that the foregoing Settlement Payment shall constitute the entire amount of monetary consideration provided to Plaintiff under this Agreement and that Plaintiff will not seek any further compensation for any other claimed damages, costs, or attorneys' fees in connection with the matters encompassed in this Agreement. Plaintiff further agrees and acknowledges that Plaintiff has been properly paid for all hours worked for Defendants, that all salary, wages, commissions, bonuses, and other compensation due to Plaintiff have been paid, and that Plaintiff is not owed anything else from Defendants other than as provided for in this Agreement. The parties shall each bear their own attorneys' fees and costs.

8. Plaintiff represents that with the exception of *Mayte Swift v. Home Health Care Management, Inc.*, Butte County Superior Court, case no. 24CV01441, Plaintiff has not filed any allegations, charges, complaints, claims, actions, causes of action, lawsuits, or proceedings against Defendant or its officers, agents, directors, supervisors, employees, representatives or insurers with any state, federal, or local agency or court and that she will not do so at any time hereafter and that if any agency or court assumes jurisdiction of any complaint, claim, or action against Defendant or any of their officers, agents, directors, supervisors, employees, Settlement Agreement and Release of All Claims

representatives, or insurers on behalf of Plaintiff, she will direct that agency or court to withdraw from or dismiss with prejudice the matter.

9. Plaintiff agrees that she will keep the fact, terms and amount of this Agreement confidential and will not hereafter disclose any information concerning this Agreement to anyone, provided that she may make such disclosures as required by law and as are necessary for legitimate law enforcement or tax purposes. Plaintiff further understands that prior to any disclosure necessary for legitimate tax purposes, she has a duty to ensure that such individuals understand and agree to be bound by this confidentiality agreement. Plaintiff may also make such disclosures if commanded by subpoena or court order. If so commanded, Plaintiff agrees to immediately provide Defendant and its counsel with notice of the subpoena or court order so that Defendant can seek any relief necessary prior to the disclosure. This provision is a material, essential and indispensable condition of this Agreement.

10. Plaintiff represents that she has returned all Defendant's property, including all identification cards, badges, access codes or devices, keys, laptops, computers, telephones, mobile phones, hand-held electronic devices, credit cards, electronically stored documents or files, physical files, and any other Defendant property in Plaintiff's possession. Or if she has not done so, she agrees she shall do so immediately, and the Parties acknowledge and agree Defendant may validly withhold the Settlement Payment until such items are returned.

11. Plaintiff understands and acknowledges that Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Americans With Disabilities Act, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the California Family Rights Act of 1991, the Federal Family and Medical Leave Act of 1993, the California Fair Employment and Housing Act, the Uniform Services Employment and Reemployment Rights Act, and the National Labor Relations Act provide the right to an employee to bring charges, claims, or complaints against an employer if the employee believes he has been discriminated against on a number of bases including race, ancestry, color, religion, sex, pregnancy, national origin, age, physical disability, mental disability, medical condition, marital status, sexual orientation, genetic information, equal pay/compensation, status as a veteran of the Vietnam era, request or need for family or medical leave, gender, gender identity, gender expression, or any other basis made unlawful by applicable law. Plaintiff, with full understanding of the rights afforded him under these Acts, statutes and laws, agrees that she will not file or cause to be filed against Defendant any charges, complaints, or actions based on any alleged violation(s) of these Acts, statutes and laws, or any successor or replacement Acts, statutes, or laws. Plaintiff hereby waives any right to assert a claim for any relief available under these Acts, statutes and laws (including, but not limited to, back pay, attorneys' fees, damages, reinstatement and/or other injunctive relief) Plaintiff may otherwise recover based upon any alleged violation(s) of these Acts, statutes and laws, or any successor or replacement Acts, statutes, or laws. Nothing in this Agreement shall be construed to prohibit Plaintiff from filing claims which cannot be waived by law, such as workers compensation claims, unemployment insurance claims, or claims with the Equal Employment Opportunity Commission, including a claim related to the validity of this Agreement, or participating in any investigation or proceeding conducted by the Commission.

12. The parties agree that all rights under section 1542 of the Civil Code of the State of California are hereby expressly waived by the parties. Section 1542 of the Civil Code of the State of California provides 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.

Settlement Agreement and Release of All Claims

Plaintiff acknowledges that Plaintiff may later discover claims or facts in addition to or different from those which Plaintiff now knows or believes to exist with regards to the subject matter of this Agreement, and which if known or suspected at the time of executing this Agreement, may have materially affected its terms. Nevertheless, Plaintiff waives any and all claims that might arise as a result of such different or additional claims or facts.

13. Notwithstanding the provisions of section 1542 of the Civil Code of the State of California, Plaintiff irrevocably and unconditionally waives, releases, and forever discharges Defendant and each and all of its officers, agents, directors, supervisors, employees, representatives, insurers and their successors and assigns and all persons acting by, through, under, or in concert with any of them from any and all charges, complaints, claims, demands, actions, causes of action, judgments, rights, fees, damages, debts, obligations, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected ("Claim" or "Claims") which Plaintiff at any time heretofore had or claimed to have or which Plaintiff may have or claim to have regarding events that have occurred as of the date of this Agreement, including, without limitation, any and all claims related or in any manner incidental to Plaintiff's employment with Defendant or the termination of that employment.

14. The parties understand the word "Claim" or "Claims" to include all charges, actions, claims, complaints, and grievances, whether actual or potential, known or unknown, and specifically, but not exclusively, all claims arising out of or relating to Plaintiff's employment with Defendant and the termination of that employment. All such Claims are forever barred by this Agreement and without regard to whether those claims are based on any alleged breach of a duty arising in contract, quasi-contract, or tort; any alleged discrimination and harassment; any and all claims for compensation of any type whatsoever, including but not limited to claims for wages, salary, bonuses, commissions, incentive compensation, vacation, sick pay, and severance; any and all claims for monetary or equitable relief, including but not limited to attorneys' fees, back pay, front pay, reinstatement, experts' fees, medical fees or expenses, costs and disbursements, punitive damages, liquidated damages, and penalties; indemnification rights Plaintiff has against Defendant; or any other claim or cause of action regardless of the forum in which it might be brought including without limitation, claims under the National Labor Relations Act, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Age Discrimination in Employment Act, the Americans With Disabilities Act, the California Family Rights Act of 1991, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the California Fair Employment and Housing Act, the Federal Family and Medical Leave Act of 1993, the Fair Labor Standards Act, the Employment Retirement Income Security Act, the Fair Credit Reporting Act, the Worker Adjustment and Retraining Notification Act, the Uniform Services Employment and Reemployment Rights Acts, the Genetic Information Nondiscrimination Act, the Immigration Reform and Control Act, the California Constitution, the California Labor Code, all including any amendments and their respective implementing regulations, and any other federal, state, local, or foreign law (statutory, regulatory, or otherwise) that may be legally waived and released, and any successor or replacement Acts, statutes, or laws. However, the identification of specific statutes is for purposes of example only, and the omission of any specific statute or law shall not limit the scope of this general release in any manner.

15. Plaintiff specifically represents and agrees as follows:

- a) Plaintiff has reviewed all aspects of this Agreement.
- b) Plaintiff has carefully read and fully understands all the provisions of this Agreement.
- c) Plaintiff understands that in agreeing to this document she is releasing Defendant from any and all claims he may have against Defendant.
- d) Plaintiff voluntarily agrees to all the terms set forth in this Agreement, including without limitation, the Settlement Agreement and Release of All Claims

waiver, release, and covenants contained in it, and knowingly and willingly intends to be legally bound by the same.

- e) Plaintiff is signing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which she is otherwise entitled.
- f) Plaintiff was given the opportunity to consider the terms of this Agreement and discuss them with Plaintiff's legal counsel and that the terms of this Agreement were determined through negotiation between the Parties' attorneys.

Plaintiff is hereby advised to consult with an attorney prior to executing this Agreement.

16. It is further understood and agreed that if, at any time, a violation of any term of this Agreement is asserted by any party, that party shall have the right to seek any necessary and proper relief, including but not limited to damages, from any court of competent jurisdiction, and the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

17. The Parties hereto represent and acknowledge that in executing this Agreement they do not rely and have not relied upon any representation or statement made by the other party or by any of the other party's agents, attorneys, or representatives with regard to the subject matter, basis, or effect of this Agreement or otherwise, other than those specifically stated in this written Agreement.

18. This Agreement shall be binding upon the parties and their heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of the parties and each of them and to their heirs, administrators, representatives, executors, successors, and assigns. Plaintiff expressly warrants that she has not transferred to any person or entity any rights, causes of action, or claims released in this Agreement.

19. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

20. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the subject matter hereof.

21. No provision of this Agreement may be amended or modified unless the amendment or modification is agreed to in writing and signed by Plaintiff and by Barbara Hanna, President of Home Health Care Management, Inc. or her successor. No waiver by either party of any breach by the other party of any condition or provision of this Agreement to be performed by the other party shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the parties in exercising any right, power, or privilege under this Agreement operate as a waiver to preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

22. This Agreement was mutually negotiated by the Parties, with each represented by counsel, and it shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties.

Settlement Agreement and Release of All Claims

23. This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, for all purposes shall be governed by and construed in accordance with the laws of California (including its statutes of limitations) without regard to any conflicts of laws principles that would require the laws of any other jurisdiction to apply. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in any state or federal court located in the state of California, county of Sacramento. The Parties irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

24. This Agreement may be executed and delivered in two or more counterparts, each of which when so executed and delivered shall be the original, but such counterparts together shall constitute but one and the same instrument. For purposes of this section, an executed facsimile, PDF or electronically signed copy of the Agreement may be "delivered" by one party to the other.

25. The Parties agree use electronic signature technology to expedite the execution of this Agreement is permitted pursuant to California Civil Code Section 1633.7. Electronic signatures shall be deemed originals.

26. In response to any inquiry from any of Plaintiff's prospective employers, Defendant's HR Department shall provide a neutral job reference for Plaintiff disclosing Plaintiff's dates of employment and last position held, and nothing more. Plaintiff must direct any prospective employer to specifically contact the HR Department.

PLAINTIFF ACKNOWLEDGES AND AGREES THAT PLAINTIFF HAS FULLY READ, UNDERSTANDS, AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. PLAINTIFF ACKNOWLEDGES AND AGREES THAT PLAINTIFF HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF PLAINTIFF'S CHOICE BEFORE SIGNING THIS AGREEMENT. PLAINTIFF FURTHER ACKNOWLEDGES THAT PLAINTIFF'S SIGNATURE BELOW IS AN AGREEMENT TO RELEASE DEFENDANTS FROM ANY AND ALL CLAIMS THAT CAN BE RELEASED AS A MATTER OF LAW.

IN WITNESS WHEREOF, the undersigned have set their hands the day and year set forth below their respective signatures.

Dated: 04 / 23 / 2026



Plaintiff, Mayte Swift

**HOME HEALTH CARE MANAGEMENT,
INC.**

Dated: 4/28/2026



By: Barbara Hanna

Title: President

Settlement Agreement and Release of All Claims

EXHIBIT B

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PROOF OF SERVICE AND CERTIFICATION

I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the action. My business address is 4550 E. Thousand Oaks Blvd., Suite 100 Westlake Village, CA 91362.

____ (For messenger) my business address is:

On May 13, 2026, I served the foregoing document described as **DECLARATION OF EVAN S. GAINES IN SUPPORT OF STIPULATION RE: DISMISSING REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT ACTION** the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Treaver Hodson thodson@pkwhlaw.com
Casey Blanas cblanas@pkwhlaw.com
Dayra Juarez djuarez@pkwhlaw.com
Cassandra Viscia cviscia@pkwhlaw.com
Amber Rasmussen arasmussen@pkwhlaw.com
(Served via email only)

On the above date:

____ (BY x U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

 X (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission via email on the counsel of record listed above.

 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 certify that the above document was printed on recycled paper.

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

Executed on May 13, 2026, at Westlake Village, California.



EVAN S. GAINES, ESQ.